

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**In the Matter of**

**ELECTROWARMTH PRODUCTS, LLC,  
a limited liability company, and**

**DANIEL W. GRINDLE, individually and as an  
officer of ELECTROWARMTH  
PRODUCTS, LLC.**

**FILE NO. 2223096**

**AGREEMENT CONTAINING  
CONSENT ORDER**

The Federal Trade Commission (“Commission”) has conducted an investigation of certain acts and practices of Electrowarmth Products, LLC, and Daniel W. Grindle, individually and as an officer of Electrowarmth Products, LLC (collectively “Proposed Respondents”). The Commission’s Bureau of Consumer Protection (“BCP”) has prepared a draft of an administrative Complaint (“draft Complaint”). BCP and Proposed Respondents, individually or through their duly authorized officers, enter into this Agreement Containing Consent Order (“Consent Agreement”) to resolve the allegations in the attached draft Complaint through a proposed Decision and Order to present to the Commission, which is also attached and made a part of this Consent Agreement.

**IT IS HEREBY AGREED** by and between Proposed Respondents and BCP, that:

1. The Proposed Respondents are:
  - a. Proposed Respondent Electrowarmth Products, LLC, also doing business as ElectroWarmth or Electro-Warmth, an Ohio limited liability company with its principal office or place of business at 513 South Market Street, Danville, Ohio 43014.
  - b. Proposed Respondent Daniel W. Grindle, an officer of the Proposed Corporate Respondent, Electrowarmth Products, LLC. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of Electrowarmth Products, LLC. His principal office or place of business is the same as that of Electrowarmth Products, LLC.
2. Proposed Respondents neither admit nor deny any of the allegations in the Complaint, except as specifically stated in the Decision and Order. Only for purposes of this action, Proposed Respondents admit the facts necessary to establish jurisdiction.
3. Proposed Respondents waive:
  - a. Any further procedural steps;

- b. The requirement that the Commission's Decision contain a statement of findings of fact and conclusions of law; and
- c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Decision and Order issued pursuant to this Consent Agreement.

4. This Consent Agreement will not become part of the public record of the proceeding unless and until it is accepted by the Commission. If the Commission accepts this Consent Agreement, it, together with the draft Complaint, will be placed on the public record for 30 days and information about them publicly released. Acceptance does not constitute final approval, but it serves as the basis for further actions leading to final disposition of the matter. Thereafter, the Commission may either withdraw its acceptance of this Consent Agreement and so notify each Proposed Respondent, in which event the Commission will take such action as it may consider appropriate, or issue and serve its Complaint (in such form as the circumstances may require) and decision in disposition of the proceeding, which may include an Order. *See* Section 2.34 of the Commission's Rules, 16 C.F.R. § 2.34 ("Rule 2.34").

5. If this agreement is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to Rule 2.34, the Commission may, without further notice to Proposed Respondents: (1) issue its Complaint corresponding in form and substance with the attached draft Complaint and its Decision and Order; and (2) make information about them public. Proposed Respondents agree that service of the Order may be effected by its publication on the Commission's website (ftc.gov), at which time the Order will become final. *See* Rule 2.32(d). Proposed Respondents waive any rights they may have to any other manner of service. *See* Rule 4.4.

6. When final, the Decision and Order will have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other Commission orders.

7. The Complaint may be used in construing the terms of the Decision and Order. No agreement, understanding, representation, or interpretation not contained in the Decision and Order or in this Consent Agreement may be used to vary or contradict the terms of the Decision and Order.

8. Each Proposed Respondent agrees to comply with the terms of the proposed Decision and Order from the date that Proposed Respondent signs this Consent Agreement. Proposed Respondents understand that they may be liable for civil penalties and other relief for each violation of the Decision and Order after it becomes final.

**ELECTROWARMTH  
PRODUCTS, LLC**

  
\_\_\_\_\_  
Daniel W. Grindle  
Owner and President  
Electrowarmth Products, LLC

Date: 6/14/21

**DANIEL W. GRINDLE**

  
\_\_\_\_\_  
Daniel W. Grindle, individually  
and as an officer of  
Electrowarmth Products, LLC

Date: 6/14/22

  
\_\_\_\_\_  
Larry J. Grindle  
Zelkowitz, Barry & Cullers, Ltd.  
Attorney for Proposed Respondents

Date: 6/14/22

**FEDERAL TRADE COMMISSION**

  
\_\_\_\_\_  
Julia Solomon Ensor  
Attorney  
Division of Enforcement  
Bureau of Consumer Protection

**APPROVED:**

*/s/ by JSE*  
\_\_\_\_\_  
Laura Koss  
Assistant Director  
Division of Enforcement  
Bureau of Consumer Protection

*/s/ by JSE*  
\_\_\_\_\_  
James A. Kohm  
Associate Director  
Division of Enforcement  
Bureau of Consumer Protection

*/s/ Samuel Levine (KW)*  
\_\_\_\_\_  
Samuel Levine  
Director  
Bureau of Consumer Protection

Date: July 14, 2022

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:**      **Lina M. Khan, Chair**  
                                  **Noah Joshua Phillips**  
                                  **Rebecca Kelly Slaughter**  
                                  **Christine S. Wilson**  
                                  **Alvaro M. Bedoya**

**In the Matter of**

**ELECTROWARMTH PRODUCTS, LLC,**  
                                  **a limited liability company, and**

**DANIEL W. GRINDLE, individually and as an**  
                                  **officer of ELECTROWARMTH**  
                                  **PRODUCTS, LLC.**

**DECISION AND ORDER**

**DOCKET NO. C-**

**DECISION**

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondents named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondents a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondents with violations of the Textile Fiber Products Identification Act, the Textile Fiber Rule, and the Federal Trade Commission Act.

Respondents and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondents that they neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, they admit the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the Textile Fiber Products Identification Act, the Textile Fiber Rule, and the Federal Trade Commission Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments. The Commission duly considered any comments received from interested persons pursuant to Section 2.34 of its Rules, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in

Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

### **Findings**

1. The Respondents are:
  - a. Respondent Electrowarmth Products, LLC, also doing business as ElectroWarmth or Electro-Warmth, an Ohio limited liability company with its principal office or place of business at 513 South Market Street, Danville, Ohio 43014.
  - b. Respondent Daniel W. Grindle, an officer of the Proposed Corporate Respondent, Electrowarmth Products, LLC. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of Electrowarmth Products, LLC. His principal office or place of business is the same as that of Electrowarmth Products, LLC.
2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents, and the proceeding is in the public interest.

### **ORDER**

#### **Definitions**

For purposes of this Order, the following definitions apply:

- A. **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
  1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure (“triggering representation”) is made through only one means.
  2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
  3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
  5. On a product label, the disclosure must be presented on the principal display panel.
  6. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears.
  7. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
  8. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  9. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- B. **“Made in the United States”** means any representation, express or implied, that a product or service, or a specified component thereof, is of U.S.-origin, including, but not limited to, a representation that such product or service is “made,” “manufactured,” “built,” “produced,” or “crafted” in the United States or in America, or any other U.S.-origin claim.
- C. **“Product or Service”** means any good or service, including any plan or program.
- D. **“Respondents”** means the Corporate Respondent and the Individual Respondent, individually, collectively, or in any combination.
1. **“Corporate Respondent”** means Electrowarmth Products, LLC, and its successors and assigns.
  2. **“Individual Respondent”** means Daniel W. Grindle.
- E. **“Textile Fiber Product”** means any product subject to the Textile Fiber Products Identification Act, 15 U.S.C. §§ 70-70k.

## **Provisions**

### **I.**

#### **Prohibited Misrepresentations Regarding U.S.-Origin Claims**

**IT IS ORDERED** that Respondents, and Respondents’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the

manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service, must not make any representation, expressly or by implication, that a product is Made in the United States unless:

- A. The final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; or
- B. A Clear and Conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients or components, and/or processing; or
- C. For a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product's principal assembly takes place in the United States, and United States assembly operations are substantial.

## **II. Prohibited Misleading and Unsubstantiated Representations**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Product or Service, must not make any representation regarding the country of origin of any Product or Service, unless the representation is non-misleading, including that, at the time such representation is made, Respondents possess and rely upon a reasonable basis for the representation.

## **III. Required Disclosure**

**IT IS FURTHER ORDERED** that Respondents, and Respondents' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Textile Fiber Product must:

- A. If such Textile Fiber Product is imported, label such Textile Fiber Product with the name of the country where the imported product was processed or manufactured.
- B. If such Textile Fiber Product is either (1) Made in the United States; (2) Made in the United States in whole or in part of imported materials; or (3) partially manufactured in a foreign country and partially manufactured in the United States, disclose those facts on the product label.

- C. In any product description in any mail order catalog or mail order promotional material, Clearly and Conspicuously state whether the Textile Fiber Product is Made in the United States, imported, or both in a manner that is consistent with the origin labeling of the Textile Fiber Product advertised.

**IV.  
Monetary Relief**

**IT IS FURTHER ORDERED** that:

- A. Respondents must pay to the Commission \$815,809, as a judgment for monetary relief.
- B. Payment of the judgment is suspended, subject to the Subsections below.
- C. The Commission’s agreement to the suspension of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Respondents’ sworn financial statements and related documents (collectively, “Financial Representations”) submitted to the Commission, namely:
1. The Financial Statement of Individual Respondent Grindle signed on June 1, 2022, including the attachments; and
  2. The Financial Statement of Corporate Respondent Electrowarmth signed by Respondent Grindle on June 1, 2022, including the attachments.
- D. The suspension of the judgment will be lifted as to any Respondent if the Commission concludes that Respondent failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the Financial Representations identified above.
- E. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Respondent in the amount specified in Provision A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of issuance of this Order.

**V.  
Additional Monetary Provisions**

**IT IS FURTHER ORDERED** that:

- A. Respondents relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- B. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission to enforce its rights to any

payment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

- C. The facts alleged in the Complaint establish all elements necessary to sustain an action by or on behalf of the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
- D. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other relief (including consumer information remedies) as it determines to be reasonably related to Respondents' practices alleged in the Complaint. Any money not used is to be deposited to the U.S. Treasury. Respondents have no right to challenge any activities pursuant to this Provision.
- E. In the event of default on any obligation to make payment under this Order, interest, computed as if pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for 10 days beyond the date that payment is due, the entire amount will immediately become due and payable.
- F. Each day of nonpayment is a violation through continuing failure to obey or neglect to obey a final order of the Commission and thus will be deemed a separate offense and violation for which a civil penalty shall accrue.
- G. Respondents acknowledge that their Taxpayer Identification Numbers (Social Security or Employer Identification Numbers), which Respondents have previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

## VI.

### Customer Information

**IT IS FURTHER ORDERED** that Respondents must directly or indirectly provide sufficient customer information, including sufficient identification of all resellers, to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Respondents must provide it, in the form prescribed by the Commission representative, within 14 days.

## VII.

### Notice to Customers

**IT IS FURTHER ORDERED** that Respondents must notify customers as follows:

- A. Respondents must identify all consumers who purchased an Electrowarmth truck bunk warmer on or after August 1, 2019 and through May 1, 2022 (“Affected Customers”).
  - 1. Such Affected Customers, and their contact information, must be identified to the extent such information is in Respondents’ possession, custody or control;
  - 2. Affected Customers include those identified at any time including after Respondents’ execution of the Consent Agreement through the eligibility period, which runs for 1 year after the issuance date of the Order.
- B. Respondents must notify all identified Affected Customers by mailing or emailing each a notice in the form shown in Attachment A. The communication containing the notice may contain a copy of this Order, but no other document or enclosure.
- C. Respondents must notify all Affected Customers within 30 days after the issuance date of this Order and any eligible customers identified thereafter within 30 days of their identification.
- D. Respondents must report on their notification program under penalty of perjury:
  - 1. Respondents must submit a report within 60 days of issuance of this Order and at the conclusion of the program summarizing their compliance to date.
  - 2. If a representative of the Commission requests any information regarding the program, including any of the underlying customer data, Respondents must submit it within 10 days of the request.
  - 3. Failure to provide required notices or any requested information will be treated as a continuing failure to obey this Order.

**VIII.  
Acknowledgments of the Order**

**IT IS FURTHER ORDERED** that Respondents obtain acknowledgments of receipt of this Order:

- A. Each Respondent, within 10 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. Individual Respondent for any business that such Respondent, individually or collectively with the Corporate Respondent, is the majority owner or controls directly or indirectly, and Corporate Respondent, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Provision

titled Compliance Reports and Notices. Delivery must occur within 10 days after the effective date of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

- C. From each individual or entity to which a Respondent delivered a copy of this Order, that Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

## **IX. Compliance Reports and Notices**

**IT IS FURTHER ORDERED** that Respondents make timely submissions to the Commission:

- A. One year after the issuance date of this Order, each Respondent must submit a compliance report, sworn under penalty of perjury, in which:
  - 1. Each Respondent must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Respondent; (b) identify all of that Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Respondent (which Individual Respondent must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how that Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes the Respondent made to comply with the Order; and (e) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.
  - 2. Additionally, Individual Respondent must: (a) identify all his telephone numbers and all his physical, postal, email and Internet addresses, including all residences; (b) identify all his business activities, including any business for which such Respondent performs services whether as an employee or otherwise and any entity in which such Respondent has any ownership interest; and (c) describe in detail such Respondent's involvement in each such business activity, including title, role, responsibilities, participation, authority, control, and any ownership.
- B. Each Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
  - 1. Each Respondent must submit notice of any change in: (a) any designated point of contact; or (b) the structure of the Corporate Respondent or any entity that Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation,

merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, the Individual Respondent must submit notice of any change in:  
(a) name, including alias or fictitious name, or residence address; or (b) title or role in any business activity, including (i) any business for which such Respondent performs services whether as an employee or otherwise and (ii) any entity in which such Respondent has any ownership interest and over which Respondents have direct or indirect control. For each such business activity, also identify its name, physical address, and any Internet address.
- C. Each Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Respondent within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re Electrowarmth Products, LLC.

## **X. Recordkeeping**

**IT IS FURTHER ORDERED** that Respondents must create certain records for 20 years after the issuance date of the Order, and retain each such record for 5 years. Specifically, Corporate Respondent and Individual Respondent for any business that such Respondent, individually or collectively with the other Respondent, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold, the costs incurred in generating those revenues, and resulting net profit or loss;
- B. Personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, that person’s: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. Records of all consumer complaints and refund requests concerning the subject matter of

this Order, whether received directly or indirectly, such as through a third party, and any response;

- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission;
- E. A copy of each unique advertisement or other marketing material making a representation subject to this Order; and
- F. For 5 years from the date of the last dissemination of any representation covered by this Order, all materials that were relied upon in making the representation

## **XI. Compliance Monitoring**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Respondents' compliance with this Order:

- A. Within 10 days of receipt of a written request from a representative of the Commission, each Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.
- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with each Respondent. Respondents must permit representatives of the Commission to interview anyone affiliated with any Respondent who has agreed to such an interview. The interviewee may have counsel present.
- C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondents or any individual or entity affiliated with Respondents, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

## **XII. Order Effective Dates**

**IT IS FURTHER ORDERED** that this Order is final and effective upon the date of its publication on the Commission's website ([ftc.gov](http://ftc.gov)) as a final order. This Order will terminate 20 years from the date of its issuance (which date may be stated at the end of this Order, near the Commission's seal), or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Provision in this Order that terminates in less than 20 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 Provision.

*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 Provision as though the complaint had never been filed, except that the Order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

April Tabor  
Secretary

SEAL:  
ISSUED:

## ATTACHMENT A: NOTICE TO CUSTOMERS

The notification email or letter must be in the following form, from an authorized Electrowarmth Products, LLC address or email address, appearing on Electrowarmth Products, LLC letterhead if in letter form, and containing an Electrowarmth Products, LLC signature line with the sender's full contact information:

Subject: Settlement of FTC deceptive advertising case

Dear <Name of customer>:

Our records show that you bought a truck bunk warmer from Electrowarmth Products, LLC that we labeled or advertised as "Made in USA." We're writing to tell you that the Federal Trade Commission, the nation's consumer protection agency, has sued us for making false claims.

To settle the FTC's lawsuit, we're contacting you to tell you that the product you bought was not all or virtually all Made in USA. In fact, that bunk warmer was imported.

If you have questions about this lawsuit, visit [\[get URL\]](#). For more information about Made in USA advertising, visit <https://www.ftc.gov/business-guidance/advertising-marketing/made-in-usa>.

Sincerely,

[signature]

[Electrowarmth Products, LLC]

**Analysis of Proposed Consent Order to Aid Public Comment**  
***In the Matter of Electrowarmth Products, LLC and Daniel W. Grindle, individually and as an***  
***officer of Electrowarmth Products, LLC***  
**File No. 2223096**

The Federal Trade Commission (“FTC” or “Commission”) has accepted, subject to final approval, an agreement containing a consent order from Electrowarmth Products, LLC and Daniel W. Grindle (“Respondents”).

The proposed consent order has been placed on the public record for thirty (30) days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the Commission will again review the agreement and the comments received and decide whether it should withdraw from the agreement or make final the agreement’s proposed order.

This matter involves Respondents’ advertising of textile fiber products as “Made in USA.” According to the FTC’s complaint, Respondents labeled and advertised “bunk warmer” mattress pads for truck bunks as made in the United States. However, the complaint alleges that, in numerous instances, those bunk warmer pads were wholly imported from China. Based on the foregoing, the complaint alleges Respondents violated Sections 70a and 70b of the Textile Fiber Products Identification Act, 15 U.S.C. §§ 70a and 70b, and Sections 303.33 and 303.34 of the Textile Fiber Rule, 16 C.F.R. §§ 303.33 and 303.34.

The proposed consent order contains provisions designed to prevent Respondents from engaging in similar acts and practices in the future. Consistent with the FTC’s Made in USA Labeling Rule, 16 C.F.R. Part 323, and its Enforcement Policy Statement on U.S.-Origin Claims, Part I prohibits Respondents from making U.S.-origin claims for their products unless: (1) the final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; (2) a clear and conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients or components, and/or processing; or (3) for a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product’s principal assembly takes place in the United States, and United States assembly operations are substantial.

Part II prohibits Respondents from making any representation about the country of origin of a product or service, unless the representation is not misleading, and Respondents have a reasonable basis substantiating it.

Part III requires Respondents to make certain disclosures about the country of origin of any product subject to the Textile Fiber Products Identification Act.

Parts IV through VI are monetary provisions. Part IV imposes a judgment of \$815,809, and fully suspends that judgment on the basis of the Respondents’ sworn financial statements. If the Commission concludes any Respondent made a material misrepresentation or omission in

that Respondent's sworn financial statement, the suspension as to that Respondent is lifted and the full judgment immediately due. Part V includes additional monetary provisions relating to collections. Part VI requires Respondents to provide sufficient customer information to enable the Commission to administer consumer redress, if appropriate.

Part VII is a notice provision requiring Respondents to identify and notify certain consumers of the FTC's action within 30 days after the issuance of the order, or within 30 days of the consumer's identification, if identified later. Respondents are also required to submit reports regarding their notification program.

Parts VIII through XI are reporting and compliance provisions. Part VIII requires Respondents to acknowledge receipt of the order, to provide a copy of the order to certain current and future principals, officers, directors, and employees, and to obtain an acknowledgement from each such person that they have received a copy of the order. Part IX requires Respondents to file a compliance report within one year after the order becomes final and to notify the Commission within 14 days of certain changes that would affect compliance with the order. Part X requires Respondents to maintain certain records, including records necessary to demonstrate compliance with the order. Part XI requires Respondents to submit additional compliance reports when requested by the Commission and to permit the Commission or its representatives to interview Respondents' personnel.

Finally, Part XII is a "sunset" provision, terminating the order after twenty (20) years, with certain exceptions.

The purpose of this analysis is to aid public comment on the proposed order. It is not intended to constitute an official interpretation of the proposed order or to modify its terms in any way.