

1 **WHEREAS**, the Court, having therefore determined that Plaintiffs' advertising
2 claims regarding the range of protection provided by their air terminal products and the
3 claims of protection from lightning in outdoor settings are "literally false" under Section
4 43(a) of the Lanham Act, 15 U.S.C. §1125(a);

5 **THEREFORE, IT IS ORDERED THAT** an injunction shall issue enjoining and
6 restraining the Plaintiffs, their successors, officers, agents, employees, dealers,
7 distributors, and attorneys and on all persons, partnerships or corporations in present or
8 future active concert or participation with the Plaintiffs or any other person, partnership or
9 corporation acting on behalf of the Plaintiffs, from advertising, whether explicitly or
10 implicitly, that any or all Plaintiffs sell a lightning protection air terminal or similar
11 product that has been proven to significantly extend the maximum range of protection
12 against lightning damage beyond that afforded by NFPA 780 requirements.

13 For purposes of this Order and Injunction, the term "advertising" shall encompass
14 oral and written statements made in the context of commercial advertisement or
15 promotion of Plaintiffs' air terminal products and systems utilizing Plaintiffs' air terminal
16 products, for the purpose of influencing even a single potential customer to buy, or
17 recommend the purchase of, Plaintiffs' air terminal products and systems utilizing
18 Plaintiffs' air terminal products.

19 **AND FURTHERMORE THAT:**

20 1. Plaintiffs are enjoined and restrained from advertising that they sell a
21 lightning protection system utilizing air terminals that provide a measurable
22 zone of protection, greater than systems installed in accordance with NFPA
23 780; and/or that the system can function effectively to protect open spaces;
24 and

25 2. Plaintiffs are enjoined and restrained from advertising that they sell an
"improved," "enhanced," or "more efficient" lightning protection system
utilizing air terminals that rely on calculations of an enhanced range of
protection; and

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3. Plaintiffs are enjoined and restrained from advertising that any “enhanced” air terminal system manufactured, marketed, and/or sold by Plaintiffs (including but not limited to the “Early Streamer Emission” air terminal product, the “Electronically Activated Streamer Emission” air terminal product, so-called “Active” air terminal products, “Radioactive” air terminal products, and “Ionizing” air terminal products):

a) Is accepted by Underwriters Laboratories (“UL”), the National Fire Protection Association (“NFPA”), the Institute of Electrical and Electronics Engineers (“IEEE”), the International Electrotechnical Commission (“IEC”), the National Electric Code (NEC) and/or the Lightning Protection Institute (“LPI”);

b) Has been tested and certified by a private testing lab to provide a measurable zone of protection greater than systems installed in conformance with NFPA 780;

c) Is able to protect open areas, including but not limited to amusement parks, golf courses, stadiums, and playing fields;

Plaintiffs are further **ORDERED**:

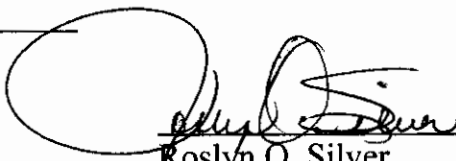
4. To file with the Court and serve on counsel for East Coast Lightning Equipment, Inc., within 30 days after the entry of this Order and Injunction, or within such period as this Court may direct, a report in writing and under oath, setting forth in detail the manner and form in which each Plaintiff has complied with this Order, including copies of all advertising and promotional material demonstrating compliance herewith; and

5. To post a copy of this Injunction and Order, and attached Judgment on Plaintiffs’ websites and other sources of electronic advertising.

AND FURTHERMORE:

The Court shall retain jurisdiction of this action, and noncompliance by any person
1 or entity subject to this Order and Injunction shall be subject to the Court's power of
2 contempt.

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4 Dated October 7, 2005

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6 Roslyn O. Silver
7 U.S. District Judge

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