

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

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

In the Matter of

MWE Investments, LLC, a limited liability
company.

DOCKET NO.

COMPLAINT

The Federal Trade Commission, having reason to believe that MWE Investments, LLC limited liability company has violated the provisions of the Federal Trade Commission Act, and the Magnuson-Moss Warranty Act

1. Respondent MWE Investments, LLC, a manufacturer and licensor of the Westinghouse brand mark for use on outdoor power equipment (“MWE Investments” or “Westinghouse,” or “Respondent”) is an Ohio limited liability company, with its principal office or place of business at 777 Manor Park Drive, Columbus, Ohio 43228.
2. Respondent has manufactured, advertised, offered for sale, sold, and distributed generators and generator parts and accessories, as well as other products, to consumers throughout the United States.
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.

Respondent’s Business Activities

4. Respondent offers purchasers of its portable generators a limited written warranty (“warranty”), which constitutes a “written warranty” as defined by the Warranty Act, 15 U.S.C. § 2301(6).
5. The warranty covers repair expenses (parts and labor) ~~for ever~~ from the date of purchase, and replacement parts for three years from the date of purchase.

6. Respondent, through its written warranty, conditions warranty coverage on the use of genuine MWE Investments parts and accessories

7. For example, Respondent's warranty states that "exclusions" under the warranty include "MWE Investments, LLC portable generators that utilize MWE Investments, LLC replacement parts" and "products that are altered or modified in a manner not authorized in writing by MWE Investments, LLC."

8. Respondent has not provided genuine MWE Investments parts or accessories to consumers without charge under the warranty. Respondent also did not seek a waiver from the Federal Trade Commission that would permit it to condition warranty coverage on the use of genuine MWE Investments parts and accessories.

MAGNUSON-MOSS WARRANTY ACT

9. The FTC enforces the Warranty Act, 15 U.S.C. §§ 2301-2312, which regulates consumer

15. Respondent has never received, or even sought, a waiver from the Federal Trade Commission to excuse it from complying with Section 2302(c) of the Warranty Act.

16. The acts or practices of the Respondent, as described in Paragraph 15, violate Section 2302(b) of the Warranty Act, 15 U.S.C. § 2302(c) and Section 5 of the FTC Act, 15 U.S.C. § 45(a)(1).

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