

**Internet Mail Reply .. Sent**

**From:** AG@oag.state.fl.us  
**To:** Visorvieww@aol.com  
**Subject:** In response to your email.  
**Date:** 04/21/2005 09:02:37 AM

The Florida Attorney General's Office is in receipt of your email regarding your concerns with ~~incredible discoveries~~. Attorney General Crist asked that we respond.

After reviewing your email, we regret to inform you that this does not appear to be a matter in which the Attorney General can assist you. Chapter 16, Florida Statutes, which sets forth the powers and duties of the Attorney General, authorizes this office to provide legal opinions and advice only at the request of public officials on questions of law relating to their own official duties. By law, the Office of the Attorney General may not represent private citizens in legal disputes, nor give them legal advice about particular laws or statutes.

It is suggested that you consider consulting a private attorney to ensure your best interests are met. A private attorney can give you the legal guidance this office is precluded by law from providing to private individuals or businesses. The Florida Bar offers a Lawyer Referral Service which you may contact toll-free at (800) 342-8060. The address is 651 East Jefferson Street, Tallahassee, Florida 32399-2300. The Bar's website is at:

<http://www.flabar.org>

Thank you for contacting Attorney General Crist's Office. We hope this proves helpful.

PLEASE DO NOT REPLY TO THIS E-MAIL. THIS ADDRESS IS FOR PROCESSING ONLY.

To contact this office please visit the Attorney General's website at [www.myfloridalegal.com](http://www.myfloridalegal.com) and fill out the on-line contact form. Again, thank you for contacting the Office of the Florida Attorney General.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/08/2005  
 01:45:31 PM

Linda Roldan  
 448 Sovereign Court  
 St. Louis, MO 63011  
 (636) 527-6800  
 Visorvieww@aol.com

Name/Firm/Company: ~~Incredible Discoveries~~  
 Subject/Category: False or Deceptive Trade Practices  
 Street Address: 3850 N. Powerline Road  
 City: Deerfield Beach  
 State: FL  
 ZipCode: 33073  
 County: Broward  
 Phone: (954) 935-3162

**Questions/Comments:**

We entered into a contract to make a 30 minute infomercial for our new safety product, (a color back-up camera system for all types of vehicles) and to air this infomercial nationwide with exposure to reach a promised 40 million viewers. We also contracted to have a full page advertisement in two "Targeted Industry" National magazines promoting our product.

We were lead to believe that we would received many orders resulting from the advertising and airing of the infomercial. With these two avenues, we expected to receive much interest, activity and orders resulting from our investment of time, travel and cash. Our return on our \$40,000 + investment has been ZERO.

The infomercial aired in a few locations during normal commercial time periods. However, 90% of the airing took place between 3:30 AM and 5:30 AM. We do not consider 3:30-5:30 AM to be commercially accepted time slots. As a result, we had absolutely no sales due to the fact that most people were asleep

while the infomercial aired. ~~Incredible Discoveries~~ led us to believe that they would air this infomercial to targeted markets at time slots which had been previously chosen through their marketing research department. IN fact, the times were most likely chosen according to the least costly time slot. Had we known that they planned to air the infomercial at 3:30 AM, we would never have signed the contract. We were expecting a viewing audience of 40 million people as outlined in their literature, but 39.8 million were asleep.

We complained to them regarding this time slot, but they assured us that the marketing department was confident about this.

Since we received absolutely no phone calls, orders, etc. we believe that the marketing department (in House) was wrong. Their solution was for us to put up another \$20,000 to purchase more air time, and then would not even guarantee that it would air at commercially acceptable times during the day. We were never informed that any additional airing would be necessary, or we would never have agreed in the first place. We were definitely led to believe that this one airing, reaching 40 million people would bring in orders. We even had to agree to speak with and back-up their orde taking department.

Also, the 2 print adds were not FULL Page, nor were they in "Targeted Industry" magazines. We do not consider "The American Gardener" to be a targeted industry magaize for a Vehicle Back-up camera system.

We never did receive proof or a copy of the second magazine. so we do not know if they ever even publised anthing. When as asked for a copy of the second publication, they told us they did not have a copy and could not get us one. We feel that this in itself negates some of the contract.

The contract stated that all production costs would be at the sole expense of ~~Incredible Discoveries~~. The contract also stated that the "participant will not be responsible for any additional monitary expenditure". However two of our owners flew down to Florida at our expense and physically participated in the Infomercial. We were not paid for these services, nor reimbursed for our travel, hotel, time, etc. We would llke reimbursement.

We feel that we were purposely misled in several areas

and would not want some other unsuspecting company to be ripped off in the future.

Also, we were also led to believe that if we did not pay the third installment earlier than the conctraced time, that the filming would not take place as scheduled. Since we already had all travel arrangement made, we paid early. We felt intimidated to pay early.

We had to reject the first copy of the Infomercial because some parts were poorly done. Our VHS copy did not represent our product properly and we told them so. They assured us that the Beta copy was much better, clearer, sharper, etc. We did not belived them and requested a Beta copy. The Beta quality copy was no better than the VHS copy, so we made them reshoot some of the demonstrations. Again, we were misled.

We acted in good faith, flying down several times, participating in the production at our cost, and cooperating in every way that we could to make this project successful. We do not believe that ~~Incredible Discoveries~~ fulfilled the contract. We were led to belive that they would produce a professional product and act in good faith to air this infomercial at a prime time slot. Instead, all along the way we encountered untrue statements, false promises and sometimes unprofessional behavior. We believe that if the infomercial had been shown at a reasonable time slot, we would have been successful.

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Created: Monique Delatorres .. 04/21/2005 08:32:26 AM

Last Edited: Last Edited: Kym Oswald-Korte .. 04/21/2005 08:55:25 AM