

Complaint

IN THE MATTER OF

**AMERIFREIGHT, INC.
AND MARIUS LEHMANN**CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF
SECS. 5 AND 12 OF THE FEDERAL TRADE COMMISSION ACT

*Docket No. C-4518; File No. 142 3249
Complaint, April 13, 2015 – Decision, April 13, 2015*

This consent order addresses allegations that AmeriFreight, Inc. and Marius Lehmann, an officer for AmeriFreight (collectively “Respondents”), misrepresented their services to consumers. AmeriFreight is an automobile shipment broker that arranges automobile shipments through third-party freight carriers. The complaint alleges that AmeriFreight misled consumers by posting online reviews of satisfied customers as unbiased, but failing to disclose that AmeriFreight compensated the reviewers with discounts and incentives. The consent order requires the Respondents to clearly and prominently disclose a material connection, if one exists, between the person providing the endorsement and Respondents, when using an endorsement to advertise any product or service.

Participants

For the *Commission*: Victor DeFrancis.

For the *Respondents*: P. Justin Thraikill, Miller & Brown, P.C.

COMPLAINT

The Federal Trade Commission (“FTC” or “Commission”), having reason to believe that AmeriFreight, Inc. and Marius Lehmann (collectively, “Respondents”) have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent AmeriFreight, Inc. is a Georgia corporation with its principal office or place of business at 417 Dividend Drive #D, Peachtree City, GA 30269.

Complaint

2. Respondent Marius Lehmann is the owner, officer, and principal shareholder of AmeriFreight, Inc. Individually or in concert with others, he controlled and participated in the acts and practices of AmeriFreight, including the acts or practices alleged in this complaint. His principal office or place of business is the same as that of AmeriFreight.

3. The acts and practices of Respondents, as alleged herein, have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

4. Respondents have advertised, offered for sale, and sold automobile shipment brokerage services to consumers. Specifically, Respondents arrange shipment of consumers’ cars through third-party freight carriers.

5. Respondents claim, on the home page of AmeriFreight’s website, www.amerifreight.net, that AmeriFreight has “more highly ranked ratings and reviews than any other company in the automobile transportation business.” (Exhibit A).

6. Respondents provide potential customers with written price quotes that also refer to their online reviews:

DON’T TRUST JUST ANYONE, ONLY TRUST THE
BEST

Google us “bbb top rated car shipping”

You don’t have to believe us, our customers say it all

(Exhibit B).

7. Respondents provide consumers with a discount of \$50 off the cost of AmeriFreight’s services (the “online review discount”) if consumers agree to review AmeriFreight’s services online. Respondents first disclose full written details regarding the online review discount by including them within the consumers’ written sales quote and order confirmation form. If consumers do not want to review AmeriFreight’s services, Respondents increase the cost of those services by \$50:

E [] I understand that the cost for shipping my vehicle already includes an INSTANT DISCOUNT of \$50 based

Complaint

on my commitment to write a review on the independent website www.transportreviews.com within 7 days after vehicle delivery. If I fail to leave a review within 7 days from delivery of my vehicle, I agree to be billed an additional \$50.

F [] I prefer NOT to leave a review. I hereby confirm that an additional \$50 will be added to my order as the rate in this order already includes the discounted rate.

(Exhibit C).

8. Respondents have provided consumers with written information entitled “Conditions for receiving a discount on reviews.” In this document, Respondents inform consumers that if they leave an online review, they will be automatically entered into a \$100 monthly “Best Monthly Review Award” for the most “creative ‘Subject Title’” as well as “informative content.” (Exhibit D).

9. After consumers’ vehicles have been shipped, Respondents have contacted consumers via telephone and email to remind them of their obligation to complete their online reviews in order to receive the online review discount and qualify for the \$100 “Best Monthly Review Award.” Respondents’ follow-up email correspondence states:

You received an upfront discount because you promised to leave me at least 2 reviews. For me to close your order, I will need your assistance. Please read ALL the information below before leaving your reviews.

Be sure to leave a creative subject line and informative content in your review for a good chance to get \$100 cash back on your order.

* * *

[O]ver and above the discount you have already received, you also have an excellent chance to receive another \$100 for leaving your review at transportreviews.com. Every

Complaint

month, the review with the most captivating subject line and best content will receive \$100 So be creative and try to make your review stand out for viewers to read!

(Exhibit E) (emphasis in original).

10. Respondents have not directed consumers to disclose in their online reviews either that they have been compensated \$50 to post an online review or that they are eligible to receive an additional \$100 if Respondents select a consumer's review for the "Best Monthly Review Award."

11. Respondents have informed consumers that they "reserve the right to retrospectively bill a customer or charge the credit card on record in case a customer fails to leave the review" pursuant to their agreement. (Exhibit D).

12. A majority of the online reviews of AmeriFreight's services fail to disclose that the endorsers were compensated \$50 to post the online review or that they were eligible to receive an additional \$100 if selected for the "Best Monthly Review Award."

13. Through the means described in Paragraphs 5 through 12, Respondents have represented, directly or indirectly, expressly or by implication, that AmeriFreight's high ratings or top rankings are based upon the unbiased reviews of customers.

14. In truth and in fact, AmeriFreight's high ratings or top rankings are not based upon the unbiased reviews of customers. Respondents incentivize customers to post positive reviews through \$50 discounts and chances to win an additional \$100. Therefore, the representation set forth in Paragraph 13 was, and is, false or misleading.

15. Through the means described in Paragraphs 5 through 12, Respondents have represented, directly or indirectly, expressly or by implication, that customers who have posted online reviews of Respondents' automobile shipment brokerage services are satisfied users of those services who have voluntarily posted online reviews. Respondents have failed to disclose, or disclose adequately, that customers who have reviewed Respondents' services were compensated in connection with their endorsement,

Complaint

and were offered incentives, such as possible additional monetary compensation, to provide an endorsement. These facts would be material to prospective consumer purchasers of Respondents' services. The failure to disclose this material information, in light of the representation made, was, and is, a deceptive practice.

16. 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 Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this thirteenth day of April, 2015, has issued this Complaint against respondents.

By the Commission.

Complaint

EXHIBIT A

Submit A Support Ticket



Discount Rates - BBB Accredited Top Rated - AFTA PLAN Damage Protection - No Money Up Front

FREE Consultation: We explain it all
SPEAK TO A LIVE PERSON

Call us toll free
877.719.0916
for a free quote from a transport expert

Promo Code Go

[Español](#)
[Corporate Accounts](#)
[Make a Payment](#)
[Partners](#)
[Rate calculator](#)
[USA State Map](#)

[Home](#)
[BBB Top Rate](#)
[About Us](#)
[Total Assurance](#)
[Discounts](#)
[Car Shipping Guide](#)
[Reviews](#)

Contact Us
INTRODUCTION

CARRIER OR BROKER

RATES

INSURANCE

SUMMARY

877.719.0916

The Preferred Auto Shipping Company for America

Get a Quote

* Required fields

* Name

* Origin City

* Destination City

* Make

* Vehicle type

* Vehicle Avail. Date

* Privacy Policy

* Email

* Origin State

* Destination

* Model

* Does it Run?

* Carrier Type

Submit

We have more highly ranked ratings and reviews than any other company in the Auto Transport Business. Click on any image to verify our claims and credentials







BBB Rating for car shipping companies - Is your auto transporter accredited with the BBB ? :

Have you ever asked yourself which are the best car shipping companies in America? Don't select a car shipping company that just quotes a low rate to get your business. Do some research on customer satisfaction ratings and the Better Business Bureau (BBB). An auto transport company should at least be accredited with the BBB and have a B+ or higher rating. The BBB is the only truly independent business reliability evaluation board for auto transporters. Even review sites may be manipulated by car shipping companies to create a false image of their real reputation. AmeriFreight has an A+ (Plus) rating with the BBB and prides itself as the absolute best top rated customer reviewed auto transport company in the USA. And to add to that, we offer some of the lowest, most competitive rates in the car shipping industry.

Auto Transport Brokers - Should I ship my car with no broker involved? :

To ship a car with no broker involved is a calculated risk. Auto Transport Brokers help to ensure that the carrier you use is licensed and insured. Without a broker, you run the risk of using an unreliable carrier, which more often than not leaves you with a damaged vehicle and no form of recourse. Our auto transport brokers will support you from the time you order to the delivery of your vehicle.

Car or Carriers - How do I make sure I use a reputable carrier to ship my car? :

All vehicle transport companies share the same dispatch board in the US. This means that more than 3,000 car carriers in the United States are represented there as well as most auto transport brokers. However, a very large number have undesirable ratings. You should only use vehicle shipping brokers that use car carriers with an excellent rating, preferably 95% or higher. That is the minimum requirement AmeriFreight has when choosing a carrier to ship your vehicle.

Auto Transport Cost and Pricing - How much does it cost to ship a car :

The right quote to ship your car is not always absolutely predictable. Your car will move at a rate that is acceptable in the industry. For a quick rate "estimate" use our rate calculator. Auto Transport Brokers normally quote a rate they feel comfortable a carrier will be happy with. No rate can actually be unconditionally guaranteed, promising a free delivery if the conditions are not met. Deliveries can almost never be guaranteed. There are major costs incurred when shipping a car. If a broker quotes too low, you will be asked to add money to get to a higher rate acceptable to a carrier to move your car. It is important that your broker explains this and is honest from the start and that they offer

Complaint

EXHIBIT B

9/8/2014

AmeriFreight Mail - AmeriFreight Car Shipping Quote for test test

Contact Fred Sondes at s.fong@amerifreight.net

AmeriFreight Car Shipping Quote for test test

AmeriFreight - Sondes <s.fong@amerifreight.net>
To: s.fong@amerifreight.net

Mon, Sep 8, 2014 at 8:20 AM

Your Auto Transport Quote from AmeriFreight

Office hours - Mon - Fri: 9 am to 10 pm EST, Saturdays: 10 am to 5 pm EST

Phone: 770-486-1010

Your Economy Saver Quote from AmeriFreight

(Be sure to claim your \$50 discount)

ASK YOUR AGENT ABOUT THE AFTA GAP COVERAGE PLAN FOR ABSOLUTE PEACE OF MIND WHEN SHIPPING YOUR
VEHICLE

(The AFTA PLAN is only offered by a select number of authorized transport companies)

DON'T TRUST JUST ANYONE. ONLY TRUST THE BEST.

Google us "bbb top rated car shipping"

You don't have to believe us, our customers say it all

We are the professionals. NO ONE compares
Best service Best rates Best protection

"Such incredible service at such discounted rates? Unbelievable."

"The best part of AmeriFreight is that they provide a sort of 'security blanket' so that I don't get stuck
with a terrible carrier with no one to help me out. Get the AFTA insurance"

"AmeriFreight made an extra effort to ensure that I understood the process"

"Superior way to ship!"

"AmeriFreight Under Promised and Over Delivered!!!!"

(Click on any link below to verify our
claims and view our credentials)

Top 5 STAR rated at

www.transportreviews.com

Highest 5 STAR rated at

www.transportrankings.comGoogle review rating "Extraordinary to
perfection"

A+ rating with the BBB - AmeriFreight

A+ rating with AFTA Plan Gap

Protection Authorized Agent

Highest Index at

www.carmoversdirectory.com

Please call your Shipping Agent, Sondes direct at 6785083120, to confirm or discuss your quote.

CUSTOMER DETAILS			
Customer Name	test	Quote Reference Number	940058417-HY
Origin City	Peachtree City	Destination City	Fayetteville
Origin State and zip	GA, 30269	Destination State and zip	GA, 30214
Phone #		Email	s.fong@amerifreight.net

<https://mail.google.com/mail/u/0/?ui=2&ik=7c31230483&view=pt&search=inbox&th=1485535e4cd34165d>

1/2

Complaint

EXHIBIT C

9/8/2014

AmeriFreight Mail - Your Auto transport Order - Confirmation required before further processing



Sandra Fong <s.fong@amerifreight.net>

Your Auto transport Order - Confirmation required before further processing

AmeriFreight - Admin <m.lehmann@amerifreight.net>
 To: "s.fong@amerifreight.net" <s.fong@amerifreight.net>

Mon, Sep 8, 2014 at 8:19 AM

Shipping Order Documentation - Reply email required to confirm Order

Dear ,

Thank you again for placing your order with AmeriFreight. Please find attached and read the documentation regarding your order. These include

1. your order details,
2. the contract terms and conditions for your shipment order,
3. the AFta PLAN for insurance GAP coverage,
4. the Maximum Allowable Rate Ceiling (MARC),
5. the discount terms for reviews.

TO CONFIRM YOUR ORDER: Simply select one or more of the boxes below in replying to this email.

Per return email I agree to the order terms and conditions as attached and the information provided on my order together with the selected options below. Make your selection by placing an "X" between the brackets "[]".

A [] **WITH** MARC AND the Comprehensive AFta PLAN upgrade

B [] **WITH** MARC only

C [] **WITH** the Comprehensive AFta PLAN upgrade only

D [] **Neither** MARC nor the Comprehensive AFta PLAN upgrade

E [] I understand that the cost for shipping my vehicle already includes an **INSTANT DISCOUNT of \$50** based on my commitment to write a review on the independent website www.transportreviews.com within 7 days after vehicle delivery. If I fail to leave a review within 7 days from delivery of my vehicle, I agree to be billed an additional \$50.

F [] I prefer **NOT** to leave a review. I hereby confirm that an additional \$50 will be added to my order as the rate in this order confirmation already includes the discounted rate.

IMPORTANT: Orders cannot be dispatched unless we have received your email reply confirmation.

The MARC, AFta plan and review discount terms and conditions are attached to this email. If you have any questions regarding these, please contact me immediately. Any adjustment or changes to the documentation should be included in the confirmation email. This message may also be sent to you if there were changes to your order.

Your reply to this email acknowledges that you agree to the terms and conditions of this Agreement and any documents incorporated by reference. You further agree that this User Agreement forms a legally binding contract between you and Amerifreight and that this Agreement constitutes "a writing signed by You" under any applicable law or regulation.

Complaint

EXHIBIT D

9/6/2014 https://mail-attachment.googleusercontent.com/attachment/u/0/?ui=2&ik=7c31230483&view=att&th=148553497205fb08&attid=0.5&disp=inline&...

Conditions for receiving a discount on reviews

AmeriFreight Customer option - E

I hereby agree that I will leave a fair review on the service of AmeriFreight within seven days from delivery that will qualify me for receiving an instant discount of \$50

- By accepting the option E "I hereby agree that I will leave a fair review on the service of AmeriFreight within seven days from delivery that will qualify me for receiving an instant discount of \$50" on the order reply email, customer agrees to leave a review upon which AmeriFreight will allow a discount to the amount of \$50 on the total shipment amount. Customer agrees that s/he will ensure that the review is confirmed by responding by return email form the review website. Failing to do so will prevent the review to be made visible for public viewing and will not qualify as a posted review. Spam folders need to be searched if no confirmation email is received.
- A fair review implies that customer will base the review mainly on the services of AmeriFreight acting as an agent on behalf of customer to arrange and assign a carrier to ship the customer's vehicle. Errors and/or damage caused by carriers should not be considered in the review. Instead a separate review can and should be left regarding the carrier's services in such a case. A fair review does not indicate that a customer is required to leave a positive only review.
- If customer leaves a review s/he will be entered into a \$100 monthly "Best Monthly Review Award" competition for the most creative "Subject Title" for the review as well as informative content. Payment will be made within 90 days of the date on which the review was placed. AmeriFreight reserves the right to publish monthly reviews on the internet or for media use where needed to promote and advance our services to customers and visitors.
- The main purpose of a review is to assist AmeriFreight to receive honest feedback from the customer's shipping experience for quality improvement and provide visitors an objective report whereby they can make an informed decision to use our services or not.
- A review discount's purpose is to compensate customers for the time doing the review and doing business with AmeriFreight.
- The review discount will act as an additional discount to any other discount received such as student, first responders, senior citizens etc.
- It is expected that the customer will consciously and in good faith follow up on doing a review after the delivery of a vehicle. A link with the review site/s will be sent by a freight agent after the delivery was made. The review has to be done within 7 (seven) days after receipt of the delivery. Additional reviews at other sites will be much appreciated. Links are provided in the email.
- The final order amount that appears on the order form already includes the instant discount as agreed upon with the Freight Agent. Any additional increases in rates that may necessitate a timely shipment has no relevance to the discounts agreed upon prior to the acceptance of the order. Should customer decide to opt out from doing a review and the decision was made before the vehicle is dispatched the shipping rate will be increased by \$50.00 and will be charged in addition to the deposit amount upon dispatch.
- AmeriFreight reserves the right to retrospectively bill a customer or charge the credit card on record in case a customer fails to leave the review within the terms of this agreement. It may also result in reporting a delinquency to collection agencies for compensation if a customer defaults on this agreement.

Complaint

EXHIBIT E

9/8/2014

AmeriFreight Mail - AmeriFreight Order 940057333-JU. Delivery Confirmation Requirements

Source: <http://transportreviews.com/customer-reviews/>

AmeriFreight Order 940057333-JU. Delivery Confirmation Requirements

AmeriFreight - Admin <m.lehmann@amerifreight.net>
 To: "s.fong@amerifreight.net" <s.fong@amerifreight.net>

Mon, Sep 8, 2014 at 11:57 AM

You received an upfront discount because you promised to leave me at least 2 reviews. For me to close your order, I will need your assistance. Please read ALL the information below before leaving your reviews.

Be sure to leave a creative subject line and informative content in your review for a good chance to get \$100 cash back on your order.

Dear ,

Thank you again for choosing AmeriFreight to transport your vehicle. It has been my pleasure assisting you through the process, and I hope that I was able to make your shipping experience as informative and smooth as possible.

During the review process, you will have the opportunity to rate from poor to excellent. I hope my performance have been of such that you can give me an excellent rating, especially the OVERALL rating. An excellent overall rating will translate to 5 stars. Anything less will reflect badly on my monthly performance review.

If the carrier that has shipped your vehicle did not deliver as promised, I would be grateful if you could rate them separately. Even though we do take some responsibility in selecting the top 5% of all carriers, we sometimes have difficulty in addressing issues with them, as they are a separate company and unforeseen things do happen. That can be done on the same review website by searching for [at http://transportreviews.com/company/](http://transportreviews.com/company/). If the name is not found there, you can create the company name yourself.

Below are the instructions to leave your reviews. You will also have a chance to receive another \$100 cash back. It is easy and very possible. Please read the instructions carefully.

, over and above the discount you have already received, you also have an excellent chance to receive another \$100 for leaving your review at transportreviews.com. Every month, the review with the most captivating subject line and best content will receive \$100. This is not a lottery or lucky draw. You can win based on your originality of the title (subject) and content of your review. So be creative and try to make your review stand out for viewers to read! See our past reviews of the month here: <http://www.amerifreight.net/customer-reviews>

, as a reminder, Reviews are my report cards. If I get anything less than excellent - 5 stars, it will impact my performance for promotions and job retention severely. It is seldom that things go 100% all of the time. I know sometimes there may be small irritations, but I trust you will see past that in my overall performance. If you plan to leave anything less than excellent or 5 stars, please contact me to allow me the opportunity to try and fix where I fell short.

You can click on the following link to begin the review process:

<http://transportreviews.com/addreview/survey.asp?intCompanyID=946>

Your order number is: 940057333-JU

Please select at least one other options for posting a review. You are welcome to leave as many reviews at other sites as well.

1. Angie's List
2. Google reviews
3. Reviews on Yelp

We try to keep our standards high. Please trust us with the BBB with your Facebook or Twitter account.

Sincerely,

Admin
 AmeriFreight
 770 486 1010 ext 110
 [u_email]

This email message, and any attachments to it, may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. This communication is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that disclosure, copying, distribution or the taking of any action in reliance on the contents of this communication is strictly prohibited and may be subject to legal restriction or sanction. If you have received this communication in error, please notify the sender immediately by reply email and delete or destroy all copies of this message and any accompanying documents.

We are open M-F 9am -10pm EST

Terms_for_Review_940057333-JU.html
 OK

Decision and Order

DECISION AND ORDER

The Federal Trade Commission ("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 complaint that the Bureau of Consumer Protection 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, 15 U.S.C. § 45 *et seq.*; and

The Respondents and counsel for the Commission having thereafter executed an agreement containing a consent order ("consent agreement") that includes: a statement that the agreement is for settlement purposes only and does not constitute an admission that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the 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 has reason to believe that the Respondents have violated the Federal Trade Commission Act, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such consent agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comment, now in further conformity with the procedure prescribed in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

- 1a. Respondent AmeriFreight, Inc. ("AmeriFreight") is a Georgia corporation with its principal office or place of business at 417 Dividend Drive #D, Peachtree City, GA 30269.
- 1b. Respondent Marius Lehmann is an officer and director of the corporate Respondent, with his principal office or place of business at 417 Dividend Drive #D, Peachtree City, GA 30269.

Decision and Order

2. The 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. Unless otherwise specified, "Respondents" shall mean AmeriFreight, Inc., a corporation, its successors and assigns and its officers; Marius Lehmann, individually, and as an officer of the corporation; and each of the above's agents, representatives, and employees.
2. "Commerce" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.
3. "Material connection" shall mean any relationship that materially affects the weight or credibility of any endorsement and that would not be reasonably expected by consumers.
4. "Endorsement" shall mean as defined in the Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. § 255.0.
5. "Person" shall mean a natural person, an organization, or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.
6. "Clearly and prominently" shall mean:
 - a. In textual communications (*e.g.*, printed publications or words displayed on the screen of a computer), the required disclosures are of a type,

Decision and Order

size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts with the background on which they appear;

- b. In communications disseminated orally or through audible means (*e.g.*, radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;
 - c. In communications disseminated through video means (*e.g.*, television or streaming video), the required disclosures are in writing in a form consistent with subparagraph (A) of this definition and shall appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them;
 - d. In communications made through interactive media, such as the Internet, online services, and software, the required disclosures are unavoidable and presented in a form consistent with subparagraph (A) of this definition, in addition to any audio or video presentation of them; and
 - e. In all instances, the required disclosures are presented in an understandable language and syntax, and in the same language as the predominant language that is used in the communication, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication of them.
7. The term "including" in this order shall mean "without limitation."
8. The terms "and" and "or" in this order shall be construed conjunctively or disjunctively as necessary, to make the applicable phrase or sentence inclusive rather than exclusive.

Decision and Order

I.

IT IS ORDERED that Respondents, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, in connection with the advertising, labeling, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, shall not misrepresent, in any manner, expressly or by implication, that such products or services are highly rated or top-ranked based on unbiased customers reviews or that their customer reviews are unbiased.

II.

IT IS ORDERED that Respondents, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, in connection with the advertising, labeling, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, by means of an endorsement of such product or service, shall clearly and prominently disclose a material connection, if one exists, between the person providing the endorsement and Respondents.

III.

IT IS FURTHER ORDERED that Respondent AmeriFreight, and its successors and assigns, and Respondent Lehmann shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon reasonable notice make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. Any documents that comprise or relate to complaints or inquiries, whether received directly, indirectly, or through any third party, concerning any endorsement made by Respondents, or on behalf of Respondents, and any responses to those complaints or inquiries;
- C. Any documents reasonably necessary to demonstrate full compliance with each provision of this order,

Decision and Order

including but not limited to, all documents obtained, created, generated, or which in any way relate to the requirements, provisions, terms of this order, and all reports submitted to the Commission pursuant to this order;

- D. Any documents that contradict, qualify, or call into question Respondents' compliance with this order; and
- E. All acknowledgments of receipt of this order obtained pursuant to Part IV.

IV.

IT IS FURTHER ORDERED that Respondent AmeriFreight, and its successors and assigns, and Respondent Lehmann, for a period of ten (10) years after the date of issuance of this order, shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each person a signed and dated statement acknowledging receipt of this order. Respondents shall deliver this order to such current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

V.

IT IS FURTHER ORDERED that Respondent AmeriFreight, and its successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation that may affect compliance obligations arising under this order, including, but not limited to, dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or related entity that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however,* that, with respect to any proposed change in the corporation about which Respondent learns less than thirty (30)

Decision and Order

days prior to the date such action is to take place, the Respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580, with the subject line AmeriFreight, Inc., *et al.*, File No. 142-3249. *Provided, however*, that, in lieu of overnight courier, notices may be sent by first-class mail, but only if an electronic version of such notices is contemporaneously sent to the Commission at DEbrief@ftc.gov

VI.

IT IS FURTHER ORDERED that Respondent Lehmann, for a period of five (5) years after the date of issuance of this order, shall notify the Commission of the discontinuance of his current business or employment, or of his affiliation with any new business or employment. The notice shall include Respondent Lehmann's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. Unless otherwise directed by a representative of the Commission, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580, with the subject line AmeriFreight, Inc. *et al.*, File No. 142-3249. *Provided, however*, that, in lieu of overnight courier, notices may be sent by first-class mail, but only if an electronic version of such notices is contemporaneously sent to the Commission at DEbrief@ftc.gov.

VII.

IT IS FURTHER ORDERED that Respondent AmeriFreight, and its successors and assigns, and Respondent Lehmann, within sixty (60) days after the date of service of this order, shall each file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of their own compliance with this order. Within ten (10) days of

Decision and Order

receipt of written notice from a representative of the Commission, they shall submit additional true and accurate written reports.

VIII.

This order will terminate on April 13, 2035, or twenty (20) 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 Part in this order that terminates in less than twenty (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 Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondents 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 Part 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.

Analysis to Aid Public Comment

ANALYSIS OF CONSENT ORDER TO AID PUBLIC COMMENT

The Federal Trade Commission (“FTC” or “Commission”) has accepted, subject to final approval, an agreement containing a consent order from AmeriFreight, Inc. (“AmeriFreight”) and Marius Lehmann, an officer of AmeriFreight (“Respondents”).

The proposed consent order (“proposed 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 will decide whether it should withdraw from the agreement or make final the agreement’s proposed order.

AmeriFreight is an automobile shipment broker – that is, it arranges shipment of consumers’ automobiles through third-party freight carriers. This matter involves AmeriFreight’s online advertising for those services. The Commission’s complaint alleges that the Respondents violated Section 5(a) of the Federal Trade Commission Act by misrepresenting that AmeriFreight was a highly rated or top-ranked automobile shipment broker based on its customers’ unbiased reviews. The complaint also alleges that AmeriFreight failed to disclose that it paid consumers to post reviews.

The proposed order includes injunctive relief that prohibits these alleged violations and fences in similar and related violations.

Part I of the Order prohibits the Respondents from misrepresenting that their products or services are highly rated or top-ranked based on unbiased customer reviews or that their customer reviews are unbiased.

Part II of the Order requires the Respondents, when using an endorsement to advertise any product or service, to clearly and prominently disclose a material connection, if one exists, between the person providing the endorsement and Respondents.

Analysis to Aid Public Comment

Part III contains recordkeeping requirements for advertisements and other documents relevant to the order.

Parts IV through VII of the proposed order require Respondents to: deliver a copy of the order to principals, officers, directors, managers, employees, agents, and representatives having responsibilities with respect to the subject matter of the order; notify the Commission of changes in corporate structure, discontinuance of current business or employment, or affiliation with any new business or employment that might affect compliance obligations under the order; and file compliance reports with the Commission.

Part VIII provides that the order will terminate after twenty (20) years, with certain exceptions.

The purpose of this analysis is to facilitate public comment on the proposed order, and it is not intended to constitute an official interpretation of the complaint or proposed order, or to modify the proposed order's terms in any way.

Complaint

IN THE MATTER OF

**IMPAX LABORATORIES, INC., ROUNDTABLE
HEALTHCARE PARTNERS II, L.P.
AND TOWER HOLDINGS, INC.**

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF
SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL TRADE
COMMISSION ACT

*Docket No. C-4511; File No. 151 0011
Complaint, March 5, 2015 – Decision, April 22, 2015*

The consent order addresses the \$700 million acquisition by Impax Laboratories of CorePharma LLC. The complaint alleges that the acquisition would substantially lessen the number of suppliers in the markets for generic pilocarpine and generic ursodiol tablets. Pilocarpine tablets are prescription drugs used to treat dry mouth, and generic ursodiol tablets are used to treat biliary cirrhosis. According to the complaint, there are currently only two suppliers in the market for generic pilocarpine tablets, and Impax and CorePharma are the only likely new entrants into this market in the near future. The complaint further alleges that the acquisition would reduce the number of suppliers for generic ursodiol tablets from four to three. As the generic ursodiol market has recently experienced supply shortages and CorePharma is one of a limited number of firms likely to enter the generic ursodiol market in the near future, the complaint alleges that acquisition would greatly diminish competition among generic ursodiol suppliers. Under the consent order, the parties are required to divest all of CorePharma's rights and assets to generic pilocarpine and ursodiol tablets to Perrigo Company plc ("Perrigo"). Additionally, the consent order requires Impax and CorePharma to provide transitional services and take all actions that are necessary for Perrigo to obtain FDA approval to manufacture and market generic pilocarpine and ursodiol tablets.

Participants

For the *Commission*: Jennifer Lee, Christina Perez, and David Von Nirschl.

For the *Respondents*: William Diaz, Jon Dubrow, and Raymond A. Jacobsen, Jr., McDermott Will & Emery; and Ken Glazer and Marc E. Raven, Sidley Austin LLP.