UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

JAMES J. ABOLTIN, *et al*.,

Plaintiffs,

v.

JEUNESSE, LLC, *et al*.,

Defendants

Case No. 6:17-cv-01624-PGB-KRS

BRIEF OF TRUTH IN ADVERTISING, INC. AS *AMICUS CURIAE* IN OPPOSITION TO THE PROPOSED SETTLEMENT AGREEMENT

INTRODUCTION

The proposed settlement in this case provides no meaningful benefit to the class wronged by defendants' deceptive marketing tactics as alleged in the operative complaint. The so-called injunctive relief is illusory – permitting Jeunesse to continue unfettered with the fraudulent scheme that forms the basis of this case. Incredibly, the parties' agreement does not require Jeunesse to make any substantive changes to any corporate policy now in place. Moreover, Jeunesse is only required to maintain this status quo for two years while class members are forced to forfeit their legal rights forever. The proposed monetary relief fares no better placing unnecessary and onerous hurdles in class members' way of obtaining paltry compensation, which will inevitably result in the vast majority of distributors receiving nothing. And while class members are left without adequate compensation, plaintiffs' counsel will pocket more than a third of the Settlement Fund with leftovers being unjustly siphoned away from under-compensated distributors to Jeunesse or a *cy pres* recipient. For

these reasons, Truth in Advertising, Inc. opposes the proposed settlement, and respectfully urges the Court to reject it.

INTERESTS OF AMICUS CURIAE

Truth in Advertising, Inc. ("TINA.org") is a nonprofit, nonpartisan consumer advocacy organization whose mission is to combat systemic and individual harms caused by deceptive marketing. TINA.org regularly participates as amicus curiae in cases involving deceptive marketing, both at the district court level (typically to alert courts of proposed settlements that are not "fair, reasonable, and adequate,") as well as the appellate level. *See, e.g., Quinn v. Walgreen Co.* No. 12-cv-8187 (S.D.N.Y.) (responding to TINA.org's concerns, the parties renegotiated their settlement agreement to make injunctive relief broader and perpetual); *Lerma v. Schiff Nutrition Int'l,* No. 3:11-CV-01056 (S.D. Cal.), Dkt. 120, 141 (plaintiffs, prompted by TINA.org's amicus submission, sought to withdraw (and ultimately renegotiated) settlement); *Torres v. S.G.E. Mgmt., L.L.C.,* 838 F.3d 629 (5th Cir. 2016) (en banc) (Fifth Circuit, after granting TINA.org's Motion for Leave affirmed certification of a RICO class action challenging the multilevel marketing scheme) (*cert. denied S.G.E. Mgmt., L.L.C. v. Torres,* 138 S. Ct. 76 (Oct. 2, 2017); *Frank v. Poertner*, No. 15-765 (S. Ct.), Brief Amicus Curiae for Truth in Advertising, Inc. Supporting Petitioner, (Jan. 14, 2016) (*cert. denied* 136 S. Ct. 1453 (2016)). TINA.org is routinely permitted by courts to share its expertise and viewpoint.

With respect to multilevel marketing ("MLM") companies, TINA.org has extensive experience investigating their advertising tactics, including the use of illegal disease-treatment claims and unsubstantiated income claims, of which TINA.org has catalogued

thousands of examples made by more than 100 MLM companies. TINA.org has also filed numerous complaints with federal and state regulators regarding such companies' misleading marketing tactics, and was instrumental in assisting the Federal Trade Commission ("FTC") in one such action against a pyramid scheme. *See FTC Acts to Halt Vemma as Alleged Pyramid Scheme,* FTC Press Release, Aug. 26, 2015, available at https://www.ftc.gov/news-events/press-releases/2015/08/ftc-acts-halt-vemma-alleged-pyramid-scheme.

As a result of TINA.org's efforts in this area, the FTC imposed a multi-million dollar fine against one MLM company, hundreds of unsubstantiated health and income claims have been removed from the internet, MLM companies have revamped marketing materials, and the industry's trade association is more closely monitoring member companies' marketing. TINA.org has also presented at national MLM conferences and congressional meetings on deceptive marketing within the MLM industry to help identify and address key regulatory and ethical issues related to marketing the MLM business opportunity.

ARGUMENT

The proposed settlement agreement sets out two forms of relief: a temporary injunction and partial financial redress – neither is fair nor adequate.

<u>The Injunctive Relief is Valueless and Only Protects Jeunesse</u>

A. The proposed injunction does not address the allegations of wrongdoing.

The injunctive relief in the proposed settlement fails to address the fundamental elements of plaintiffs' complaint, namely that Jeunesse uses deceptive marketing tactics to lure consumers into an illegal scheme in which they are destined to fail. Specifically, plaintiffs' complaint lays out how Jeunesse deceives consumers with a plethora of deceptive

marketing materials boasting, for example, that recruits can make millions of dollars per year, up to $26,000 per week, and overall "life-changing money." First Am. Compl. at ¶¶ 47, 63, 68, 83, 85, 87, 131, 143, 184, 189, 191, 246. The complaint also goes to great lengths to explain how Jeunesse operates an illegal pyramid scheme, emphasizing recruitment of new participants over product sales, and the lack of procedural safeguards to prevent inventory loading. First Am. Compl. at ¶¶ 1, 52, 53, 60, 62, 63, 112.

And yet, there is absolutely nothing in the proposed settlement that addresses the pyramid scheme allegations or the misleading income claims – not a single provision in the agreement deters, for example, inventory loading or prohibits Jeunesse from luring consumers into the company's business with false and deceptive income claims. Instead, the proposed injunction includes a single clarification to one Jeunesse document – it will, in its Financial Opportunity document, advise prospective distributors that experienced MLM distributors who join the company may get additional "financial incentives." Stipulation of Settlement at ¶ 5.3.

The remaining four provisions that purport to provide injunctive relief are mere recitations of pre-existing corporate policies that Jeunesse is willing to "continue," but which will not change the company's business structure or compensation plan. *See* Expert Report of Stacie A. Bosley, Ph.D., First Am. Compl., Exhibit A, ¶¶ 23, 26-27 ("I see no evidence of safeguards that would be effective to deter inventory loading and sufficiently encourage retail sales to ultimate users. While Jeunesse has a 70% rule, it operates though [sic] self-verification, it can be satisfied by personal consumption, and there is no evidence of explicit penalties in the company's policies and procedures…").

Thus, the injunction simply maintains the status quo and Jeunesse is permitted to continue telling consumers that they will experience "financial security" and "luxury vacation[s]" (as it currently does on its home website, *see* https://www.jeunesseglobal.com/en-US/financial-rewards, last visited on Nov. 20, 2018), and distributors will be permitted to continue advertising six- and seven-figure incomes, as they are currently doing.[1]

The parties' reliance on maintaining pre-existing company policies as part of the consideration for class members giving up their litigation rights is unacceptable. *See, e.g., Staton v. Boeing Co.,* 327 F.3d 938, 963 (9th Cir. 2003) (reversing approval of consent decree that, among other things, provided injunctive relief that incorporated already-existing company programs rather than creating new ones, stating it is a "questionable factor[]" that "suggest[s] that class counsel and [class representatives] *could* have agreed to relatively weak prospective relief because of other inducements offered to them in the course of the negotiations.") (emphasis in original); *In re Dry Max Pampers Litig.*, 724 F.3d 713, 719 (6th Cir. 2013) (putting burden of proving the fairness of the settlement on proponents, and determining that a reinstated refund program would provide unnamed class members little value because "most of them have already had access to it.")

As demonstrated above, the proposed injunctive relief gives nothing but the illusion that Jeunesse's deceptive marketing practices and business structure will be affected by the

[1] https://www.instagram.com/p/BpmmDN8l_2M/?hl=en&tagged=jeunesse; https://www.facebook.com/photo.php?fbid=10212574926108674&set=a.1357898268061&type=3&theate

proposed settlement.[2] Courts have rejected similar agreements that provide meaningless injunctive relief. *See, e.g., Pearson v. NBTY, Inc.,* 772 F.3d 778, 785 (7th Cir. 2014) (reversing approval of settlement agreement, stating "[t]he injunction actually gives [defendant] protection by allowing it, with a judicial imprimatur (because it's part of a settlement approved by the district court), to preserve the substance of the claims by making…purely cosmetic changes in wording."); *In re Dry Max Pampers Litig.*, 724 F.3d at 715 (reversing approval of settlement agreement, stating "[t]he parties and their counsel negotiated a settlement that…provides nearly worthless injunctive relief."); *Vassalle v. Midland Funding LLC,* 708 F.3d 747, 756 (6th Cir. 2013) (reversing approval of settlement agreement, stating "the relief provided to the unnamed class is perfunctory at best" because, among other things, "it does not actually prohibit [defendant] from creating false affidavits; rather, it only requires [defendant] to change its policies and provides oversight of this process.")

[2] In sharp contrast to the weak injunctive relief outlined here, the FTC obtained meaningful injunctive relief in two recent MLM cases. *See FTC v. Vemma Nutrition Co.,* No. 15-cv-01578, Dec. 21, 2016 Stipulated Order for Permanent Injunction and Monetary Judgment (permanently prohibiting the company from, among other things, advertising or operating any venture that pays compensation for recruiting new participants into the business and misrepresenting the earnings potential of the business opportunity, and imposing a $238 million judgment); *FTC v. Herbalife Int'l of Am., Inc.,* No. 2:16-CV-05217, July 15, 2016 Stipulation to Entry of Order for Permanent Injunction and Monetary Judgment (permanently prohibiting the company from, among other things, misrepresenting earnings potential for distributors, and imposing numerous safeguards including the requirement that at least 80% of the company's product sales be comprised of sales to customers considered end-users in order for the company to pay compensation to distributors at current levels, and imposing a $200 million judgment).

B. Temporary injunction requires class to forever waive their right to sue.

Not only is the proposed injunctive relief meaningless, but it is also temporary – expiring in two years or less. In exchange for the trifling gesture of maintaining the status quo for 24 months, class members are forced to give up their right to sue Jeunesse – and *all* of its distributors – forever. *Compare* Stipulation of Settlement ¶ 5.8 ("The corporate policies identified above in Paragraphs 5.4-5.8 shall apply to all Distributors in the United States…and remain in effect at least through the earlier of two years after the Settlement becomes Final or December 31, 2021.") (emphasis added) *with id.* at ¶ 8.1 ("…the Defendants…and all Distributors, shall be released and forever discharged…from all claims, demands, rights, liabilities, suits, or causes of action, known or unknown…") (emphasis added).[3]

It is hard to imagine an arm's length negotiation in which 200,000 distributors[4] agreed to forfeit all known and unknown claims forever against Jeunesse and *all* its distributors in exchange for Jeunesse's promise to maintain the status quo for two years. These terms are disproportionate, unfair, and wholly objectionable.[5] *See Pearson,* 772 F.3d at

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[3] In addition to giving up rights to sue Jeunesse, class members are also waiving statutory rights they have under state laws, such as Section 1542 of the California Civil Code – despite the fact that none of the named plaintiffs are from California – which prohibits general releases such as the one in this case from being extended to claims unknown, even if they materially affect the settlement. *See* Stipulation of Settlement at ¶ 8.2.

[4] *See* Plaintiffs' Aug. 17, 2018 Memorandum in Support of Motion for Prelim Approval of Class Action Settlement, Dkt. 259-2.

[5] While settlements have been approved that include short-term injunctive relief, more recently, the Seventh Circuit took the better view. *See also Quinn v. Walgreen, Co.,* Case No. 12-cv-8187, S.D.N.Y., Amendment to Settlement Agreement and General Release, dated Jan. 30, 2015 (Dkt. 141-1) (parties revised settlement agreement to include a broader and

787 (reversing settlement agreement approval, criticizing 30-month injunction); *Vassalle,* 708 F.3d at 756 (reversing settlement agreement approval, stating the injunction is "of little value" because, among other things, it "only lasts one year, after which [the defendant] is free to resume its predatory practices should it choose to do so.")

The Monetary Relief is Insufficient

The monetary relief process as proposed is patently unfair because it all but ensures that the only parties to this litigation who will not benefit from it are class members. In fact, the monetary set-up of the proposed settlement agreement is strikingly similar to that in a settlement agreement that was previously rejected by this Court. *De Leon v. Bank of Am., N.A.,* Case No. 09-cv-1251, 2012 U.S. Dist. LEXIS 91124 (M.D. Fla. Apr. 20, 2012) (Magistrate Judge Spaulding). We respectfully urge this Court to reach the same conclusion here.

A. Unnecessary and onerous claim forms will result in little payout to class.

Jeunesse admits that it has in its possession information that it is requiring class members to submit in order to obtain relief. *See* Stipulation of Settlement at ¶ 4.14 ("The claims process shall employ standard anti-fraud measures . . ., in addition to Jeunesse's ability to compare data provided by Settlement Class Members with its records and information otherwise available to it."). Yet the proposed settlement imposes unnecessary and obstructive hurdles in order for class members to obtain monetary relief, including information such as the SKU of products or the dates on which products were discarded –

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permanent injunction after TINA.org filed an amicus curiae brief opposing, among other things, the temporary nature of the injunctive relief).

irrelevant information that could date back more than eight years – all in order to obtain a small amount of money from Jeunesse. Stipulation of Settlement at ¶ 4.7.

Even under the best of circumstances, it is exceedingly rare for class members to file claims. *See De Leon v. Bank of Am., N.A.,* Case No. 09-cv-1251, 2012 U.S. Dist. LEXIS 91124, at *44 (M.D. Fla. Apr. 20, 2012) ("the claims-rate in consumer class settlements range from 2% to 20%, depending on a variety of factors, including the amount a claimant will receive, the difficulty of obtaining information required to complete a claim form and even the requirement to submit a claim form."). *See also e.g., Pearson,* 772 F.3d at 783 (the "very modest monetary award that the average claimant would receive," along with the notice and claim forms, "were bound to discourage filings."); *Synfuel Techs., Inc. v. DHL Express (USA), Inc.,* 463 F.3d 646 (7th Cir. 2006) (vacating settlement agreement approval in part because only three percent of the class filed claims)*; In re Heartland Payment Sys.,* 851 F. Supp. 2d 1040 (S.D. TX Mar. 20, 2012) (despite a "vigorous notice campaign," only 11 valid claims were filed out of over one hundred million members, leading the Court to decrease attorneys' fees); *Sylvester v. Cigna Corp.,* 369 F. Supp. 2d 34, 52 (D. Me. 2005) ("'[C]laims made' settlements regularly yield response rates of 10 percent or less.").

For this reason, onerous claim forms are disfavored by Courts. *See, e.g., De Leon,* 2012 U.S. Dist. LEXIS 91124, at *42 (recommending denying settlement approval stating, in part, "[c]onsidering the predictable claims-rate in this case, it is more than likely that funds will be returned to Defendant after all payments are made."); *Sylvester,* 369 F. Supp. 2d at 53 (denying settlement approval that required filing claim forms in part because of the negative impact it has on payouts, stating "[t]his Court is simply not willing to approve such a

settlement and thereby disregard the small amount actually paid to Class Members…") and *Sylvester v. Cigna Corp.,* No. 03-cv-176-P-S, Docket No. 116, Nov. 9, 2005 Plaintiffs' Mot. for Final Approval of Revised Settlement and for Class Certification, and 401 F. Supp. 2d 147 (D. Me. Nov. 21, 2005) Order Approving Revised Settlement & Final Order of Dismissal with Prejudice and Judgment (approving the parties' Revised Settlement Agreement that required defendants to automatically send checks to all class members for whom a valid address was available); *cf. In re Elec. Books Antitrust Litig.,* Case No. 1:11-MD-2293, 2014 U.S. Dist. LEXIS 180344 (S.D.N.Y. Nov. 21, 2014), *aff'd In re Elec. Books Antitrust Litig.*, 2016 U.S. App. LEXIS 2642 (2d Cir. N.Y., Feb. 17, 2016) (granting – and affirming – final approval of a settlement agreement [the terms of which are set forth in Docket No. 557, Memo. in Support of Plaintiffs' Mot. for Final Approval of Apple Settlement and Distribution Plan] that gives class members automatic awards without the need to file claims or take any other action); *In re Checking Account Overdraft Litig.,* 830 F. Supp. 2d 1330, 1351 (S.D. Fla. 2011) (approving a settlement that did not require class members to submit claims or take any other affirmative step to receive relief, stating "the absence of a claims-made process…supports the conclusion that the Settlement is reasonable."). *See also* Managing Class Action Litigation: A Pocket Guide for Judges, 3d ed., Federal Judicial Ctr. 2010, at 30 ("[C]onsider whether a claims process is necessary at all. The defendant may already have the data it needs to automatically pay the claims of at least a portion of class members who do not opt out."); *Pearson,* 772 F.3d at 784 ("[K]nowing that 4.72 million people had bought at least one bottle of its pills, [defendant] could have mailed $3 checks to all 4.72 million postcard recipients.")

B. Class members who file claims will be inadequately compensated.

According to plaintiffs' class-action lawsuit, distributor losses resulting from Defendants' operation and promotion of an illegal pyramid scheme reached into the "hundreds of millions of dollars." First Am. Compl. at ¶¶ 86, 160. Yet the only group of class members who will actually be compensated for their losses are those who (1) purchased a Jeunesse Business Opportunity Starter Kit, (2) purchased it with the intention of building a business, (3) did not advance in rank, (4) did not earn at least the amount they paid for the Starter Kit in commissions or product resales, and (5) properly complete and submit claim forms. Stipulation of Settlement at ¶ 4.6. The small subgroup of class members who meet all five requirements can recoup $49 (or the amount paid for a Starter Kit). For the vast majority of class members who lost more than the price of a Starter Kit by, for example, purchasing products that could not be resold (as a result of enrolling in the company's oft-touted Autoship program (First Am. Compl. at ¶ 96-97)), the only recovery permitted is either through a discounted return policy or a 50-percent refund policy, with each option imposing onerous restrictions and limitations. Stipulation of Settlement at ¶ 4.2 and 4.7.

The proposed settlement completely ignores losses sustained by class members as a result of paying for marketing or training materials,[6] traveling to conferences or seminars, paying for childcare while attending Jeunesse events or trying to sell products, spending time away from other gainful employment, paying for office and mailing supplies, renting space to store products, or any other losses suffered as a result of joining Jeunesse's business opportunity. *See e.g.,* Michelle Singletary, *Why Multilevel Marketing Won't Make You Rich,*

[6] Jeunesse has an entire section of its website devoted to selling "promotional gear" and "sales tools" to its distributors. *See* https://www.jeunessegear.com/store/catalog.

Washington Post, Sept. 26, 2018 ("The financial burden of success in multilevel marketing may encourage participants to rack up debt to attend conferences and training or pay for marketing materials and other expenses related to involvement…"). *See also* Susannah Snider, *What to Know Before Getting Involved in an MLM Company,* U.S. News & World Report, June 12, 2018.

C. Reversion provision is inappropriate.

Recognizing that the monetary relief is insufficient to incentivize class members to file claims in this case, the parties anticipate the need to plan where the settlement funds shall go. Rather than increasing class members' shares *pro rata*, the proposed agreement returns remaining settlement funds to Jeunesse if there is $350,000 or more remaining in the fund (and fewer than 1.5 percent of class members file claims). This reversion provision is troublesome as it suggests the settlement was negotiated to minimize the number of class members receiving payments and to ensure Jeunesse will, in all likelihood, never pay the full $2.5 million to settle this case. *See De Leon,* 2012 U.S. Dist. LEXIS 91124 at *46 (reversion of funds to defendant was a factor in Court's decision to deny approval of the proposed settlement agreement). *See also Guoliang Ma v. Harmless Harvest, Inc.,* 2018 U.S. Dist. LEXIS 123322 (E.D.N.Y. Mar. 31, 2018) (reversion clauses in settlement agreements require heightened scrutiny by the Court).

And if there is less than $350,000 remaining in the fund (or more than 1.5 percent of the class files claims), the remaining funds are to be paid as a *cy pres* award to New Hope for Kids, an organization whose mission is to help children and families suffering from grief or life-threatening illnesses, an honorable mission but not one that is in any way related to the

harms suffered by class members as a result of Jeunesse's actions. *See In re BankAmerica Corp. Secs. Litig.,* 775 F.3d 1060 (8th Cir. 2015) (vacating district court's approval of settlement agreement that provided for a cy pres award even when a further distribution to the class was feasible); *In re Baby Prod. Antitrust Litig.,* 708 F.3d 163, 169 (3d Cir. 2013) (vacating approval of settlement agreement that provided for a cy pres award in lieu of further compensation to the class, stating "[c]y pres distributions, while in our view permissible, are inferior to direct distributions to the class because they only imperfectly serve the purpose of the underlying causes of action—to compensate class members."); *Klier v. Elf Atochem N. Am. Inc.,* 658 F.3d 468, 475 (5th Cir. 2011) (reversing court's order distributing unused funds to third-party charities, stating "[b]ecause the settlement funds are the property of the class, a cy pres distribution to a third party of unclaimed settlement funds is permissible 'only when it is not feasible to make further distributions to class members'…except where an additional distribution would provide a windfall to class members with liquidated-damages claims that were 100 percent satisfied by the initial distribution." (quoting ALI § 3.07)). *See also Pearson*, 772 F.3d at 784 ("A cy pres award is supposed to be limited to money that can't feasibly be awarded to the intended beneficiaries, here consisting of the class members."); *Dennis,* 697 F.3d at 865 (9th Cir. 2012) (holding that cy pres distribution in settlement agreement was improper); *Nachshin v. AOL, LLC*, 663 F.3d 1034, 1038 (9th Cir. 2011) (same).

Attorneys' Fees Are Disproportionately High

The proposed settlement agreement allocates 36 percent of the $2.5 million settlement fund, or $900,000, to plaintiffs' attorneys. However, when the costs of providing notice to

the class are subtracted from the settlement fund, plaintiffs' attorneys portion sky rockets to nearly half of the funds or 45 percent. Stipulation of Settlement, Exhibit A.[7] Given the meaningless and short-lived injunctive relief, unobtainable and insufficient monetary compensation, and the overly broad and one-sided release of claims, such a large percentage of the pie is simply not justified in this case. *See e.g., Faught v. Am. Home Shield Corp.,* 668 F.3d 1233, 1243 (11th Cir. 2011) ("[T]his court has often stated that the majority of fees in [common fund] cases are reasonable where they fall between 20-25% of the claims."); *Redman v. RadioShack Corp.,* 768 F.3d 622 (7th Cir. 2014) (Posner, J.) (reversing district court's approval of settlement, the court stated "[w]e have emphasized that in determining the reasonableness of the attorneys' fee agreed to in a proposed settlement, the central consideration is what class counsel achieved for the members of the class rather than how much effort class counsel invested in the litigation."); *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (vacating district court's approval of class-action settlement that provided for, among other things, $800,000 in attorneys' fees noting that a sign of collusion among the negotiating parties is "when counsel receive a disproportionate distribution of the settlement."); *Staton,* 327 F.3d at 974 (reversing district court's approval of proposed consent decree that awarded $3.85 million to class counsel while awarding approximately $1,000 to each unnamed class member, and injunctive relief that largely

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[7] Because administrative costs are not benefitting class members, the failure to exclude them prior to calculating the attorneys' fee award is completely unjustified. *See Redman v. RadioShack Corp.,* 768 F.3d 622, 630 (7th Cir. 2014) ("administrative costs should not have been included in calculating the division of the spoils between class counsel and class members. Those costs are part of the settlement but not part of the value received from the settlement by the members of the class."); *Pearson*, 772 F.3d at 781 (same).

incorporated already-existing company programs rather than creating new ones, stating "[p]recisely because the value of injunctive relief is difficult to quantify, its value is also easily manipulable by overreaching lawyers seeking to increase the value assigned to a common fund," and increase their fees).

CONCLUSION

In sum, the proposed settlement agreement is of no benefit to class members. As such and for the reasons articulated above, TINA.org respectfully urges the Court to deny approval of the proposed settlement.

Dated: November 20, 2018. Respectfully,

By: /s/ *Hal K. Litchford*

Hal K. Litchford
Fla. Bar No.: 272485
Kyle A. Diamantas
Fla. Bar No.: 106916
Baker Donelson
200 South Orange Avenue, Ste. 2900
Orlando, FL 32801
Telephone: (407) 422-6600
hlitchford@bakerdonelson.com
Kidmanatas@bakerdonelson.com
fedcts@bakerdonelson.com

Laura Smith, Legal Director
(District of Conn. Bar No. ct28002, not admitted in Florida)
Truth in Advertising, Inc.
115 Samson Rock Drive, Suite 2
Madison, CT 06443
Telephone: (203) 421-6210
lsmith@truthinadvertising.org

Attorneys for Truth in Advertising, Inc.