

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 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 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, 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 _____ day of _____, 2015, has issued this Complaint against respondents.

By the Commission.

Donald S. Clark
Secretary