CONSUMER PROTECTION LAW UPDATE JULY 2010

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AGENDA

- Federal Trade Commission
- Private Litigation
- State Attorneys General
- Lanham Act Cases
- National Advertising Division

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Federal Trade Commission Update

FTC Issues Final Rule to Protect Consumers from Unlawful Practices of Debt Relief Providers

- The FTC amended the Telemarketing Sales Rule to prohibit for-profit companies that sell debt relief services from collecting advance fees.

- Beginning October 27th telemarketers of for-profit debt relief services may no longer charge a fee before they settle or reduce a customer's credit card or other unsecured debt. Fees may not be collected until:

  – The debt relief service successfully negotiates, settles, reduces or otherwise changes the terms of at least one of the consumer's debts;

  – There is a written settlement or other agreement between the consumer and the creditor; and

  – The consumer has made at least one payment to the creditor as a result of the agreement negotiated by the debt relief provider.

- Debt relief companies are permitted to require consumers to set aside fees and savings to pay creditors in a "dedicated account."

- Providers must make several disclosures when telemarketing their services to consumers (e.g., how long it will take to see results, cost of services etc.)

17 Public Interest and Privacy Groups Urge FTC to Create Comprehensive Privacy Plan

- According to 17 public interest and privacy groups, “privacy law in the United States is in disarray.”
- They urge the FTC in a July 14th letter to build on its recent privacy roundtables to draft a comprehensive plan that outlines the deficiencies in Americans’ privacy rights and proposes comprehensive statutory and regulatory solutions. The groups recommend that the FTC do the following:
  - Propose a privacy law that gives consumers meaningful safeguards and control of their personal information;
  - Set specific regulations for the collection of information by the online advertising industry to ensure consumers have some meaningful control over their personal information;
  - Identify new business practices that raise possible privacy concerns and propose solutions; and
  - Improve the agency’s transparency so the public better understands the significance and effectiveness of the Commission’s enforcement action.

Nestle To Stop Health Claims for Probiotic Drink – Settles False Advertising Charges

In the Matter of Nestle Healthcare Nutrition, Inc.

- First FTC case involving probiotics (live bacteria believed to aid digestion and counter harmful bacteria)
- FTC alleged that ads for Nestle's BOOST Kids Essentials should not have claimed that the product's probiotic straw helped prevent infections, colds, and flu, and helped kids avoid missing school by strengthening their immune system.
- Ads showed the Nestle product forming a protective barrier from germs and declared that BOOST gave kids the "power of immune-strengthening probiotics." According to Nestle's promotional material, clinical studies have shown that probiotics fight viruses, increase antibodies, and reduce school absences.
- According to the FTC, there aren't any clinical studies that prove that *drinking BOOST* reduces illness, strengthens the immune system, or reduces school absences, and there is currently no "reasonable basis" to believe that it does.
- Under the terms of the July settlement, Nestle agreed not to make claims about BOOST unless authorized by the FDA and backed by well-designed studies, and not to make illness-fighting claims for any probiotic or nutrition drink unless backed by reliable scientific evidence.

Failure To Protect Customers' Personal Information Leads to Settlement and $1 Million Fine

In the Matter of Rite Aid Corporation

- FTC and HHS jointly investigated Rite Aid for failing to protect confidential personal information of customers and employees.
- Issue arose after news reporters went dumpster diving behind Rite Aid stores and found patient prescriptions and job applications, complete with personal information, discarded in the trash – similar to CVS Caremark case in 2009.
- FTC charged Rite Aid with violating the FTC Act in that the company represented to consumers, via its published privacy statements, that Rite Aid took privacy seriously and would protect consumer information, and then didn't. Therefore, Rite Aid had engaged in deceptive and unfair trade practices in violation of Section 5.
- HHS claim more of a straightforward privacy claim – alleging a violation of Health Insurance Portability and Accountability Act (HIPAA) which forbids healthcare providers from disclosing personal information.
- Settlements announced in July include a $1 million fine to HHS and a requirement that Rite Aid establish a comprehensive, independently-audited information security program to protect personal information of customers and employees.

FTC Take On More Mortgage Relief Firms That Make Promises They Don't Keep

- FTC announced July settlements with several mortgage relief firms who falsely promised homeowners they could get mortgages modified or prevent foreclosure.
- Firms went by various names, including:
  - ▲ Home Assure
  - ▲ Federal Loan Modification Law Center
  - ▲ Loss Mitigation Services
  - ▲ Hope Now Modifications
- According to FTC, firms often claimed to have extensive "expertise" in negotiating and "special relationships" with mortgage lenders that would enable them to obtain favorable terms, and claimed modification was virtually assured if consumers paid the upfront fee, generally $1500 to $5500.
- The firms often failed to do anything to help the homeowners, who sometimes lost their homes. And despite money-back guarantees, they didn't usually give the money back.
- July settlements call for these defendants to repay consumers a total of $25 million in ill-gotten gains, but unclear how much money will actually be returned.
- Settlements prohibit defendants from selling loan modification or foreclosure relief services, and in some instances, from any kind of telemarketing. Also prohibits defendants from using any of the consumers' personal information.

"Rapid Debt Reduction" Marketers Will Pay $1.5 Million For False Promises

Federal Trade Commission v. *MCS Programs, Inc*.

- FTC alleged that Washington state firm Mutual Consolidated Savings (MCS) used cold calls, automated "robocalls" and websites to push a "rapid debt reduction" program that made misleading and deceptive promises to U.S. and Canadian consumers.
- MCS claimed it would negotiate with lenders and reduce consumers' credit card interest rates, enabling them to pay off debt three to five times faster without increasing their monthly payments. MCS also promised a full refund if it didn't obtain a savings of at least $2500.
- Consumers who signed up were charged upfront fees ranging between $690 and $899. Since 2006, MCS racked up some $22.5 million in total fees.
- According to the FTC, instead of obtaining lower interest rates, MCS often advised debtors to increase their monthly payments and told them that this would ultimately save them thousands over making the minimum monthly payment. When consumers asked for a refund, MCS generally denied the claim or provided a refund minus a 12% percent "restocking fee."
- FTC said that MCS telemarketers also violated numerous aspects of its Do-Not-Call and Telemarketing Sales rules.
- In a settlement approved by a District Court in Tacoma this July, the owner and the CEO of MCS agreed to pay $1.5 million– everything they own - to injured customers. They're also barred from working in the debt relief industry. If they lied about how much money they have available, they'll be obligated to pay back the full $22.5 million.

Iovate Settles False Advertising Charges Over Supplement Health Claims

Federal Trade Commission v. *Iovate Health Sciences USA, Inc.*

- Iovate Health Sciences agreed to pay $5.5 million to settle false advertising charges brought under the FTC Act.
- FTC charged Iovate with deceptive advertising for claiming that its supplements Accellis and nanoSLIM sped up an individual's metabolism and helped them lose weight, and for claiming that Cold MD, Germ MD and Allergy MD supplements help treat or prevent colds, flu, and allergies.
- According to the FTC, some ads showed white-coated individuals depicted as doctors claiming the products were "clinically proven," or "homeopathic" - claims the FTC alleged were unsubstantiated or false.
- Settlement funds will go to provide refunds to consumers.
- Settlement also bars Iovate from
  - Claiming that any drug or supplement it sells is effective at diagnosing, curing, mitigating, treating, or preventing any disease unless the claim is approved by the FDA
  - Claiming that any products cause rapid weight loss unless the claim is backed by at least two clinical studies

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Private Litigation Update

Non-Refundable Service Fees and High Resale Value Can Turn Final Four Ticketing Into a "Lottery"

George v. *National Collegiate Athletic Association*

- NCAA sued over its ticket-allocation process for "Final Four" basketball tournament.
- Process (in use since 1994) required potential purchasers to apply and pay full $150 per-ticket price upfront plus a $6 per-ticket "handling fee."
- Applicants not chosen had ticket-purchase money refunded but not $6 handling fees.
- Plaintiffs alleged
  - that the number of applicants greatly exceeded the tickets available;
  - that the $6 service charge bore no relation to NCAA's actual cost of distributing its tickets;
  - that the NCAA falsely advertised the availability of seats to increase its handling fee revenue;
  - that the resale value of each ticket exceeded the $150 price.
- Therefore, according to plaintiffs, the allocation process amounted to an illegal lottery since applicants were gambling for a chance to win a prize.

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Non-Refundable Service Fees and High Resale Value Can Turn Final Four Ticketing Into a "Lottery"

George v. *National Collegiate Athletic Association*

(CONTINUED)

- U.S. District Court for Southern District of Indiana dismissed, holding that the process merely provided an *opportunity* to purchase tickets, but in July the 7th Circuit Court of Appeals disagreed, holding that under Indiana law a lottery consists of three elements:
  - A prize (something of greater value than the amount invested);
  - An element of chance;
  - Consideration for the chance to win the prize.
- By alleging that they had not-received a service fee refund, and that the tickets were worth more than face value, plaintiffs had met the elements for a lottery, thus distinguishing the case from other ticket allocation systems – held not to be lotteries - where losers had their full payment (incl. service charge) refunded or the tickets did not constitute "prizes."
- 7th Circuit also rejected NCAA's argument (and District Court finding) that under the doctrine of *in pari delicto*, the claim should be dismissed since applicants were equally at fault for participating – court held there was no reason for fans to suspect that they were participating in an illegal lottery.
- Case sent back to lower court for trial.

America Online Faces CLRA Claims For Release of Members' Internet Search Records

Doe v. *AOL, LLC*

- California consumers given the go-ahead to proceed under state's Consumer Legal Remedies Act (CLRA), in a suit alleging unfair and deceptive practices
- Case arose after AOL put 20 million internet search records, compiled from nearly 658,000 AOL members, into a database which, for ten days in 2006, AOL inadvertently posted on its website
- Search records included names, social security numbers, telephone and credit card data, passwords, and information about members' personal struggles (mental illness, alcohol/drug abuse, adultery, etc.)
- Plaintiffs claim AOL's privacy policy made false representations in that it assured members that AOL would keep personal information private.
- Plaintiffs sought damages and injunction requiring AOL to ensure that member data is safe.
- AOL argued that plaintiffs did not allege a personal injury as a result of the release of their information, but U.S. District Court for Northern District of California disagreed, stating that the injury was that members believed, due to AOL's representations, that their information was safe and it wasn't.
- Court did dismiss plaintiffs claim for damages because they failed to provide AOL with 30-day notice to correct the problem, as required under the CLRA, but damages claims were dismissed without prejudice, and the court allowed the claims for injunctive relief to continue.

Not Honoring Free Coupons Can Constitute Fraud and Deceptive Business Practices

In re Kentucky Grilled Chicken Coupon Marketing & Sales Practices Litigation

- Kentucky Fried Chicken (KFC) sued in a class action over a grilled chicken meal giveaway. Plaintiffs alleged that KFC refused to honor all of its free meal coupons and instead almost immediately began issuing "rainchecks," despite having chicken meals available. The rainchecks required customers to fill out a form, supply name and address, and deliver the form to KFC in order to earn a free meal at a later date.
- Plaintiffs contend this amounts to, *inter alia,* fraud and deceptive business practices under Illinois, California, and Michigan consumer protection laws.
- KFC moved to dismiss, arguing that not honoring coupons was a contractual issue and could not amount to fraud or deceptive business practices.
- In July, U.S. District Court for Northern District of Illinois disagreed with KFC, holding that plaintiffs had alleged a bait-and-switch scheme and the deceptive trade practice claims could proceed.
- The court also rejected KFC's claim that consumer protection laws should not apply since the plaintiffs didn't buy anything and thus were not "consumers" – court held there is no requirement that plaintiffs actually buy goods in order to qualify under state consumer protection statutes.
- As for a "raincheck exception" – which allows merchants to avoid deceptive advertising liability if they provide a raincheck for an item no longer available – court said this might not save KFC because plaintiffs alleged that the grilled chicken meals *were available* - KFC just wouldn't give them away - and because the raincheck had different terms than the original coupon.
- KFC's motion to dismiss was denied and the judge encouraged the parties to discuss a settlement.

Phone Card Firm Settles Nationwide Class Action Over Charges It Misrepresented Minutes

Ramirez v. *STi Prepaid L.L.C.*

- Plaintiffs alleged, via three different lawsuits, that STi Prepaid, a New York calling card company, sold cards advertising more minutes than they actually delivered. Plaintiffs also alleged that STi imposed various undisclosed fees and charges that cut further into the actual calling time.

- Sued for deceptive and unfair trade practices under consumer fraud statutes of New Jersey and various other states (incl. CA, CT, FL, MA, TN, ME, NY, VA, WA, and WVA).

- STi settled - without admitting liability - by promising to

  – Provide up to $7.4 million in replacement PINs that class members can use to make domestic and (some) international calls at specified rates (10¢ per minute domestic, 25¢ international). Each claimant can receive up to $25 worth at a rate of $1 for every $5 they spent

  – Provide $1 million in prospective discounts to current calling card customers;

  – Improve its disclosure of fees and charges in the future;

  – Pay up to $2,035,000 in attorneys fees, and costs, and $15,000 in incentive fees for the class representatives.

- Magistrate for U.S. District Court for District of New Jersey gave initial approval July 16 and set final hearing date for November.

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State Attorneys General Update

California AG Settles with Cookware Company Over Fraudulent Claims

- The California Attorney General reached settlement with Rena Ware International, Inc. for making what the AG alleged were fraudulent and unethical claims that its cookware could cure diseases.

- Rena persuaded consumers to purchase high-priced cookware after using various deceptive means to gain entry into their homes. Sales reps claimed that the consumer's cookware caused diseases such as cancer, Alzheimer's, diabetes and heart problems and that its own cookware could cure such some of these diseases.

- Rena's customers were persuaded to enter into financing plans with interest rates of more than 21% a year.

- The settlement agreement requires Rena Ware to pay $250,000 in refunds to consumers and $239,600 in other costs. Rena Ware must also obtain an independent monitor to ensure compliance.

Texas AG Sends Demand Letter to Insurance Company for Deceptive Advertisement

- The Texas AG sent a letter to Travelers Insurance instructing it to stop airing a deceptive television advertisement that indicates consumers could lose their homes if they have a car accident without adequate motor vehicle insurance.
- The ads encourage consumers to purchase additional car insurance from Travelers to protect themselves.
- According to the AG, Texans are protected by homestead laws that prevent them from suffering the losses depicted in Travelers' television advertisements.
- Travelers could be liable for civil penalties under the Texas Deceptive Trade Practices Act of up to $20,000 based on each airing of the deceptive advertisement.

Florida AG Settles with T-Mobile and Sues Three Companies for Timeshare Resale Scams

- T-Mobile Settlement
  - The Florida AG settled with T-Mobile for unauthorized billing for third-party mobile content subscription purchases.
  - T-Mobile will issue credits and refunds to consumers and provide a clear and conspicuous notice to all consumers of their continuing ability to obtain refunds. T-Mobile will pay the State $600,000.
- Timeshare Resale Scams
  - The Florida AG sued three companies (Timeshares Direct, Inc., Gold Crown Property Management Inc., International Marketing and Finance Group, Inc.) for using deceptive and unfair practices to induce consumers to pay up-front fees to advertise their timeshares for resale.
  - The companies allegedly misled consumers into believing they had buyers ready to purchase consumers' timeshares, did not perform the services promised, and then refused to provide refunds.
  - Florida has already recovered more than $1.8 million in settlements to return to consumers and announced continued increased efforts to crack down on other timeshare resale scams.

Colorado AG Sues Company for Defrauding Consumers to Enroll in Debt Reduction Program

- The Colorado AG filed suit against Real Talk Network alleging it engaged in unlawful deceptive trade practices to enroll consumers in a debt reduction and credit repair program, misrepresented the services it could offer consumers and the results it could achieve.

- RTN uses radio programs to attract consumers to attend free seminars by claiming that RTN can eliminate consumers' debt in 7 days to 7 yrs, the program works for nearly 100% of participants, its special banking relationships allow it to obtain zero percent interest credit cards, and 90-100% of participants will have 25 years of their mortgage canceled.

- RTN employs high-pressure sales tactics at the seminars to get consumers to pay $1,497-$3,497 to contract. Consumers report receiving little to no assistance from financial advisers who have no financial experience. Consumers who quit the program or refused to pay for the poor service were referred to a collection agency.

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Lanham Act False Advertising Case Update

Selling Seats To a Facility "Under Construction" Can Amount To False Advertising

Bluestar Mgmt. (d/b/a Wrigley Done Right) v. *The Annex Club*

- Wrigley Field rooftop club (Wrigley Done Right) alleged that a competitor, The Annex Club:
  - Advertised and sold tickets for a centerfield club despite its being under construction and without a club license for nearly the entire 2008 and 2009 baseball seasons;
  - Informed customers *after* they bought centerfield club tickets that the club was still "under construction" and gave them seats at less desirable facilities farther from the baseball field;
  - Showed a photo of the Wrigley Done Right club in a web advertisement for Annex Club-owned facilities in an effort to "pass off" that club, and its location, as its own.
- Wrigley Done Right sued for false advertising and false designation of origin under the Lanham Act, and for fraud and deceptive trade practices under Illinois consumer protection laws, alleging that it lost business that was diverted to Annex Club facilities.
- The Annex Club argued that construction delays did not amount to fraud and false advertising, and the web photo was put up by its advertising agency.
- In an opinion July 12, 2010, the U.S. District Court for Northern District of Illinois said that a year and a half is more than a "mere construction delay" and it doesn't matter who put up the web photo if The Annex Club supplied it. Case is headed for trial.

Does False Advertising Amount to *Disparagement* For Liability Insurance Purposes?

Fresherized Foods, Inc. v. Continental Casualty Co.

- Lawsuit between a former pomegranate juice seller (Fresherized) and its insurance company (Continental) over whether Continental should pay the roughly $1 million cost of defending and settling a false advertising claim brought by another juice maker, Pom Wonderful.
- Pom Wonderful sued under the Lanham Act alleging that Fresherized's juice had extra sugars and other fruit juices and wasn't 100% pure and full of "natural antioxidants," as promoted on the label.
- According to Pom, it essentially created the pomegranate juice market and came up with the idea that it was good for you, and thus Fresherized was trading on its idea and hurting the overall reputation of pomegranate juice by putting out an inferior product.
- That suit ended in an $800,000 settlement and Fresherized got out of the pomegranate juice market, but it made a claim for reimbursement from Continental.
- The Continental policy covered Fresherized's written material that, *inter alia*, caused "personal and advertising injury" by disparaging someone else's product or using someone else's advertising idea.
- Continental says Pom's false advertising complaint didn't allege that it had suffered a personal and advertising injury as defined in the policy and refused to cover the claim. Continental also says that other exclusions may apply if Fresherized knew its product wasn't 100% pure.
- On July 21, Fresherized sued Continental in U.S. District Court for the Northern District of California.

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National Advertising Division Update

ACT Total Care Fluoride Mouth Rinse

- Proctor & Gamble challenged Chattem Inc.'s advertising claims for ACT Total Care, a fluoride mouth rinse.
- NAD examined claims that included:
  - "[ACT Total Care] Fights Unsightly Plaque (*as part of a dentist advised oral health program)"
  - "[ACT Total Care is] the mouthwash that does it all" and provides "Total Care"
  - "[ACT Total Care provides] Strong Teeth + Healthy Mouth + Fresh Breath"
  - "[ACT Total Care] Kills Bad Breath Germs"
- NAD concluded that Chattem's in vitro study, standing alone, was insufficient to support the claim that ACT Total Care kills bad breath germs. NAD recommended that the claims be discontinued.
- At the start of the NAD investigation, Chattem voluntarily agreed to discontinue the claims that ACT fights unsightly plaque and is a mouthwash that does it all. NAD agreed that this was appropriate.
- NAD questioned whether the phrase "healthy mouth" conveyed greater health benefit than supported by the evidence and recommended the claim be modified to state "strong teeth + fresh breath = healthy mouth" or something similar.

Methyl Armatest Dietary Supplement

- As part of an ongoing monitoring of advertising claims for dietary supplements, NAD inquired about print, internet advertisements, and product packaging claims for Methyl Armatest dietary supplements.
- The advertising included the following statements:
  - "Increases Testosterone to Over 10,000 pg/mL"
  - "Clinically Tested"
  - "Breakthrough Dual Action 'Testosterone Looping and Pooling' Effects"
- Methyl Armatest is two separate and distinct formulas – Formula 1 (the Dihydrotase complex) and Formula 2 (a methylated flavone).
- NAD found that the product's clinically tested claims relied primarily on a 2008 clinical study on Formula 1. NAD recommended expressly limiting the claim to the Formula 1 component of the product.
- NAD recommended that the advertiser discontinue two claims it felt overstated the benefits of the product.
- NAD recommended modifying print advertising to make it clearer that the product is two separate, distinct formulas.

Okappa Slim Dietary Supplement

- NAD had previously inquired into the print and internet advertisements for Okappa Slim dietary supplements and found the advertisements contained claims which the FTC has found to be "scientifically unachievable." *See FTC, "Red Flags: Bogus Weight Loss Claims."*
- The advertising included statements such as:
  - "Here's how I lost 33 pounds in little more than 1 month without exercise and I ate whatever I wanted!"
  - "In fact, in nearly every case we have seen and in our studies, we have found weight losses of up to 14 pounds in a week. The average loss of weight has been about 7 pounds per week."
- The advertiser argued that its product contains several natural ingredients which have been shown to suppress appetite and result in weight loss (garcinia, green tea, Guarana, dandelion and uva ursi).
- NAD found that only one product (Garcinia Cambogia) had been studied for its appetite-suppressant effect and that the dosage amount of Garcinia Cambogia in Okappa Slim is insufficient to support even a qualified appetite suppression ingredient claim.

“Ellagic Acid 1000” Dietary Supplement

- The Counsel for Responsible Nutrition challenged Millennium Health’s advertising claims that the dietary supplement, “Ellagic Acid 1000,” treats or cures cancer.
- NAD examined internet advertising that included the following claims:
  - “Ellagic Acid is a proven anti-carcinogen, anti-mutagen, and anticancer initiator.”
  - “Ellagic Acid may be one of the most potent ways to prevent Cancer”
  - “Ellagic Acid may be one of the most potent ways to fight Cancer. Ellagic Acid, a phenolic compound, inhibits the growth of cancer cells and arrests the growth in persons with a genetic predisposition for the disease.”
- The advertiser’s initial response indicated it had removed all of the challenged claims from its website. However, it also cited research that it argued supported the general claims that Ellagic Acid is a powerful, unique antioxidant that provides certain anti-cancer benefits.
- NAD found that the cited studies were either conducted on animals or in labs and were insufficient to support the “cancer” claims being made by the advertiser.

DISH Network Signal Reliability Claims

- Time Warner Cable, Inc. challenged DISH Network's print and broadcast advertising claims for its satellite television services.
- The challenged claims included the following statements:
  - "Customers that switch to DISH from cable or other television services will enjoy '99.9% Signal Reliability.'"
  - "99.9% Signal Reliability"
- NAD reviewed these claims and the implied claim that DISH customers can expect to receive a signal – uninterrupted television viewing – 99.9% of the time.
- DISH argued the basis for its 99.9% signal reliability claim is the availability of the signal nationwide from the DISH satellite network.
- NAD determined that at least one reasonable interpretation of the advertiser's 99.9% signal reliability claim is that consumers who have DISH will experience interruption-free television service 99.9% of the time – a claim not supported by the evidence in the record.
- NAD recommended that the advertiser discontinue its use of the claims "99.9% signal reliability." NAD also recommended that the advertiser discontinue a commercial containing the challenged claim.

Dove "Soap Scum" References

- Colgate-Palmolive challenged Unilever's advertising claims for its Dove Beauty Bar.
- The challenged claims included the following statements:
  - "Soap leaves soap scum … you can't see it on your skin … but you can see it here. Dove is different. Skin is soft, smooth, soap-scum free" (Mirror Demonstration)
  - "The truth is clear …Soap leaves soap scum. Dove Doesn't"
  - "The cleansing system in a Dove bar is fundamentally different from soap in that it doesn't interact with calcium in the same way that a regular bar soap does. Soap leaves scum and Dove doesn't." (Ad with Dove Scientist)
- NAD concluded that the evidence was insufficient to support the falsely disparaging message that "The truth is clear …Soap leaves soap scum. Dove Doesn't," and recommended the advertiser discontinue the use of the reference to the soap left behind by competing products as "soap scum."
- NAD also recommended discontinuing the Mirror Demonstration and the Internet Ad featuring the scientist because they exaggerated the performance differences of the products.

Presenter Profiles

- **Dionne Lomax** is a Partner in the Washington, D.C. office of Vinson & Elkins. Her principal areas of practice are antitrust, consumer protection, and litigation. Prior to joining V&E in 2000, Dionne served as a Trial Attorney at the U.S. Department of Justice. Dionne has represented and advised clients on a broad range of issues in a number of industries, including health care, energy, book publishing, pharmaceutical, consumer products, and software. She may be reached by phone at **202.639.6610** or via email at **dlomax@velaw.com**.

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