

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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FEDERAL TRADE COMMISSION,	)	
	)	CIVIL ACTION NO.
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
YOUR TRAVELS AND TOURS, INC.,	)	
a corporation,	)	
	)	
and	)	
	)	
ABUL KHAYER and	)	
UMME SALMA MOMTAZ ALAM,	)	
as individuals and officers of	)	
the corporation,	)	
	)	
Defendants.	)	

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**COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission ("FTC" or "the Commission"), for its complaint alleges:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to secure a permanent injunction, preliminary injunctive relief, restitution, disgorgement, and other equitable relief for defendants' violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits deceptive acts or practices.

## **JURISDICTION AND VENUE**

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1337(a) and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

3. Venue in the United States District Court for the District of Massachusetts is proper under 28 U.S.C. §§ 1391(b) and (c), and 15 U.S.C. § 53(b).

## **PLAINTIFF**

4. Plaintiff, FTC, is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41 et seq. The Commission is charged, inter alia, with enforcement of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The Commission is authorized to initiate federal district court proceedings to enjoin violations of the FTC Act, and to secure such equitable relief, including consumer redress, as may be appropriate in each case. 15 U.S.C. § 53(b).

## **DEFENDANTS**

5. Defendant Your Travels and Tours, Inc. ("Your Travels") is a Massachusetts corporation with its principal place of business at 2380 Massachusetts Avenue, Cambridge, Massachusetts. Your Travels sells travel services, primarily airline tickets, to consumers throughout the United States by advertising in national publications such as *India Abroad*, *News India-Times*, and *The Ethiopian Review*. Your Travels transacts business in the District of Massachusetts.

6. Defendant Abul Khayer is the president of Your Travels, and is married to defendant Umme Salma Momtaz Alam. He resides at 11 Brooks Hill Road, Lincoln,

Massachusetts. Individually, or in concert with others, he formulates, directs, controls or participates in the acts and practices of the corporate defendant, including the acts and practices set forth herein. He transacts business in the District of Massachusetts.

7. Defendant Umme Salma Momtaz Alam is employed by Your Travels, and is married to defendant Abul Khayer. She resides at 11 Brooks Hill Road, Lincoln, Massachusetts. Individually, or in concert with others, she formulates, directs, controls or participates in the acts and practices of the corporate defendant, including the acts and practices set forth herein. She transacts business in the District of Massachusetts.

#### **DEFENDANTS' BUSINESS ACTIVITIES**

8. Since at least 1995, and continuing thereafter, defendants have advertised for sale and sold airline tickets, primarily to India and Ethiopia, to consumers throughout the United States.

9. In the course of conducting their business, defendants advertised low-cost airline tickets for sale in publications directed towards Indian and African immigrants who are residing in the United States. These publications include *India Abroad*, *News India-Times*, and *The Ethiopian Review*.

10. Consumers who respond to defendants' advertisements for airline tickets are typically quoted an attractive price for tickets to international destinations, ranging from approximately \$1,100 to \$1,700 apiece. Defendants tell the consumers to submit the funds to pay for the tickets to Your Travels immediately, and inform them that the tickets will be delivered within a few days of receipt of payment. When the tickets do not arrive as promised and the purchasers call to inquire, defendants generally promise that the tickets will be mailed, delivered

by overnight express, or hand-delivered within the next day or two. However, the tickets typically never arrive, although defendants may continue to promise that they will be delivered right up until, and including, the scheduled departure date.

11. In some instances, after telling consumers that Your Travels has obtained tickets for them as requested, defendants will inform customers just prior to their departure date that it has not obtained tickets for them after all. Some consumers have missed their scheduled departures because defendants have informed them at the last minute that they have been scheduled to leave at a later date, on a different airline, or from a distant city.

12. In response to consumer complaints, defendants generally promise to issue prompt, full refunds to purchasers who do not receive the promised tickets from Your Travels. However, defendants often fail to provide refunds as promised. Some persistent consumers ultimately have received partial refunds, although others have received nothing at all. Others have been compelled to hire attorneys to take Your Travels to court and obtain judgments, which may or may not be satisfied by defendants. Many of Your Travels' victims receive nothing at all, even after repeatedly requesting that their refunds be sent.

### **COMMERCE**

13. At all times relevant to the complaint, defendants' course of trade, including the acts and practices alleged herein, has been and is in or affecting commerce, as commerce is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

### **VIOLATIONS OF SECTION 5 OF THE FTC ACT**

14. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or deceptive acts or practices in or affecting commerce.

## **COUNT ONE**

15. Paragraphs 1 through 14 are incorporated herein by reference.

16. In the course of offering for sale and selling airline tickets and travel services, defendants have represented, directly or by implication, that they will provide airline tickets to their clients by a specific time, at a specific price, for travel on a specific date, or for travel on a specific airline or from a specific city.

17. In truth and in fact, defendants often fail to provide airline tickets to their clients by the specified time, at the specified price, for travel on the specified date, or for travel upon a specified airline or from a specified city.

18. Therefore, defendants' representations as set forth above are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

## **COUNT TWO**

19. Paragraphs 1 through 14 are incorporated herein by reference.

20. In the course of offering for sale and selling airline tickets and travel services, defendants have represented, directly or by implication, that they will provide prompt, full refunds to persons who do not receive the airline tickets for which they paid.

21. In truth and in fact, defendants routinely do not provide prompt, full refunds to persons who do not receive the airline tickets for which they paid.

22. Therefore, defendants' representations as set forth above are false and misleading, and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **CONSUMER INJURY**

23. Consumers throughout the United States have suffered substantial monetary loss as a result of defendants' unlawful acts or practices described in Counts I and II above. Absent injunctive relief by this Court, defendants likely will continue to injure consumers and harm the public interest.

### **THIS COURT'S POWER TO GRANT RELIEF**

24. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and other ancillary relief, including consumer redress, disgorgement and restitution, to prevent and remedy any violations of any provision of law enforced by the Federal Trade Commission.

25. This Court, in the exercise of its equitable jurisdiction, may award other ancillary relief to remedy injury caused by defendants' law violations.

### **PRAYER FOR RELIEF**

WHEREFORE, plaintiff requests that this Court, as authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and pursuant to its own equitable powers:

1. Award plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief;
2. Permanently enjoin defendants from violating the FTC Act, as alleged herein, in connection with the offering and sale of airline tickets and travel services;

3. Award such relief as the Court finds necessary to redress injury to consumers resulting from defendants' violations of the FTC Act, including but not limited to, rescission of contracts, the refund of monies paid, and the disgorgement of ill-gotten monies; and

4. Award plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully Submitted,

STEPHEN CALKINS  
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PHOEBE D. MORSE  
Regional Director

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