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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 Enternet Media, Inc., a California
corporation; Conspy & Co., Inc., a
21 California corporation; Lida Rohbani,
individually and as an officer of
22 Enternet Media, Inc. and Conspy &
Co., Inc.; Baback (Babak) Hakimi,
23 individually, doing business as
Network One, and as an officer of
24 Enternet Media, Inc. and Conspy &
Co., Inc.; and Nicholas C. Albert,
25 individually and doing business as
Iwebtunes and www.iwebtunes.com,
26 Defendants.

CV05-7777 CAS AJWx

CIVIL NO.

**Complaint for Injunctive
and Other Equitable
Relief**

2005 NOV -1 PM 1:06
CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FILED

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

- 3 1. The Commission brings this action under Section 13(b) of the Federal Trade
4 Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to obtain preliminary and
5 permanent injunctive relief against the defendants to prevent them from
6 engaging in deceptive and unfair acts or practices in violation of Section
7 5(a) of the FTC Act, 15 U.S.C. § 45(a), and to obtain other equitable relief,
8 including rescission, restitution, and disgorgement, as is necessary to
9 redress injury to consumers and the public interest resulting from the
10 defendants' violations of the FTC Act.

11 JURISDICTION AND VENUE

- 12 2. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C. §§
13 45(a), 53(b), and 28 U.S.C. §§ 1331, 1337(a), and 1345.
- 14 3. Venue in the United States District Court for the Central District of
15 California is proper under 15 U.S.C. § 53(b), as amended by the FTC Act
16 Amendments of 1994, Pub. L. No. 103-312, 108 Stat. 1691, and 28 U.S.C.
17 §§ 1391(b) and (c).

18 PLAINTIFF

- 19 4. Plaintiff, the Federal Trade Commission, is an independent agency of the
20 United States government created by statute. 15 U.S.C. §§ 41 *et seq.* The
21 Commission enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which
22 prohibits deceptive or unfair acts or practices in or affecting commerce. The
23 Commission is authorized to initiate federal district court proceedings by its
24 own attorneys to enjoin violations of the FTC Act to secure such equitable
25 relief as may be appropriate in each case, including restitution for injured
26 consumers, consumer redress, and disgorgement. 15 U.S.C. § 53(b).

DEFENDANTS

- 1
- 2 5. Defendant Enternet Media, Inc. ("Enternet Media") is a California
- 3 corporation with its principal place of business located at [REDACTED,
- 4 See Complaint Reference List #1], Woodland Hills, CA, [REDACTED, See
- 5 Complaint Reference List #1] and 7334 Topanga Canyon Blvd., Suite 106,
- 6 Canoga Park, CA, 91303. Defendant Enternet Media does or has done
- 7 business as "Enternet," "Conspy & Co.," "www.conspy.com," "Search
- 8 Miracle," "Miracle Search," "www.searchmiracle.com," "EM Toolbar,"
- 9 "EliteBar," "Elite toolbar," "www.c4tdownload.com," and
- 10 "www.cash4toolbar.com." Defendant Enternet Media transacts or has
- 11 transacted business in this District.
- 12 6. Defendant Conspy & Co., Inc. ("Conspy") is a California corporation with
- 13 its principal place of business located at [REDACTED, See Complaint
- 14 Reference List #1], Woodland Hills, CA, [REDACTED, See Complaint
- 15 Reference List #1]. Defendant Conspy does or has done business as
- 16 "Enternet," "Enternet Media," "www.conspy.com," "Search Miracle,"
- 17 "www.searchmiracle.com," "EM Toolbar," "EliteBar," "Elite toolbar,"
- 18 "www.c4tdownload.com," and "www.cash4toolbar.com." Defendant
- 19 Conspy transacts or has transacted business in this District.
- 20 7. Defendant Lida Rohbani, also known as Linda Rohhani and Lida Hakimi, is
- 21 or has been an officer and director of corporate defendants Enternet Media
- 22 and Conspy. Individually or in concert with others, she has formulated,
- 23 directed, controlled, or participated in the acts and practices of Enternet
- 24 Media and Conspy, including the acts and practices set forth in this
- 25 complaint, and has done so at all times pertinent to this action. Defendant
- 26 Lida Rohbani does or has done business as "Enternet," "Enternet Media,"
- 27

1 "Conspy & Co.," "www.conspy.com," "Search Miracle,"
2 "www.searchmiracle.com," "EM Toolbar," "EliteBar," "Elite toolbar,"
3 "www.c4tdownload.com," and "www.cash4toolbar.com." Defendant Lida
4 Rohbani resides or has resided and transacts or has transacted business in
5 this District.

6 8. Defendant Baback (Babak) Hakimi, also known as Bobby Rohbani and
7 Bobby Hakimi, is or has been an officer and director of corporate
8 defendants Enternet Media and Conspy. Individually or in concert with
9 others, he has formulated, directed, controlled, or participated in the acts
10 and practices of Enternet Media and Conspy, including the acts and
11 practices as set forth in this complaint, and has done so at all times pertinent
12 to this action. Defendant Hakimi does or has done business as "Networld
13 One," "www.c4tdownload.com," "www.cash4toolbar.com," "Enternet,"
14 "Enternet Media," "Conspy & Co.," "www.conspy.com," "Search Miracle,"
15 "www.searchmiracle.com," "EM Toolbar," "EliteBar," and "Elite toolbar."
16 Defendant Hakimi resides or has resided and transacts or has transacted
17 business in this District.

18 9. Defendant Nicholas C. Albert, individually or in concert with others, has
19 formulated, directed, controlled, or participated in the acts and practices as
20 set forth in this complaint, and has done so at all times pertinent to this
21 action. Defendant Albert does or has done business as "Iwebtunes," and
22 "www.iwebtunes.com." Defendant Albert resides or has resided in Ohio
23 and transacts or has transacted business in this District.

24 COMMERCE

25 10. At all times relevant to this complaint, the defendants have maintained a
26 substantial course of trade in or affecting commerce, as "commerce" is
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1 defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

2 DEFENDANTS' BUSINESS PRACTICES

3 Overview

4 11. Since at least May 2005, defendants Enternet Media, Conspy, Lida Rohbani,
5 and Baback Hakimi (collectively the "Enternet Media defendants" or the
6 "EM defendants"), working in tandem with their affiliate marketers, who are
7 primarily webmasters and who include defendant Nicholas Albert, have
8 deceptively distributed via the Internet exploitive advertising software code
9 onto the computers of consumers. The EM defendants' exploitive
10 advertising software code (the "EM code") bears several monikers,
11 including but not limited to the following: "Searchmiracle," "EliteBar,"
12 "EMtoolbar," "Elitesidebar," and "Elitium." Although the exact parameters
13 of the EM code have changed over time, once the EM code is installed on
14 consumers' computers, it has enabled the EM defendants to: (1) track
15 consumers' Internet activity; (2) change consumers' preferred Internet
16 homepage settings; (3) insert a new toolbar onto consumers' Internet
17 browsers; (4) insert a large side "frame" or "window" onto consumers'
18 browser windows that in turn displays advertisements; and (5) display
19 numerous "pop up" advertisements on consumers' computer screens, even
20 when consumers' Internet browsers are not activated. Once installed on a
21 consumer's computer, the EM code substantially interferes with the
22 functionality of that computer, and it is very difficult for a consumer to
23 uninstall or otherwise remove the EM code.

24 12. In order to lure consumers into downloading and installing the EM code
25 onto their computers, the EM defendants and their affiliates, including
26 defendant Albert, have made numerous material deceptive representations
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1 and omissions in their marketing media.

2 13. First, on their affiliates' websites and other locations, the EM defendants
3 have displayed several different software "installation boxes" that "pop up"
4 and appear on consumers' computer screens. They purport to describe the
5 corresponding software code and prompt consumers to commence the
6 installation process. In these installation boxes, the EM defendants have
7 represented that the EM code is innocuous, free software or "freeware," or
8 other files. For example, in their software installation boxes, the EM
9 defendants have represented, alternatively, that the EM code consists of
10 music files, cell phone ring tones, photographs, and song lyrics. In one
11 particular series of installation boxes, the EM defendants have attempted to
12 exploit consumers' growing alarm over Internet security by disguising the
13 installation boxes as security warning messages, representing that the
14 consumers' Internet browsers are defective, and urging consumers to
15 download, at no cost, a purported browser upgrade or other security patch.
16 The EM defendants do not disclose the true nature and effect of the EM
17 code in their installation boxes or in their other related marketing media.

18 14. Second, the EM defendants have assisted their affiliates in surreptitiously
19 bundling the EM code with various types of "freeware" and other files,
20 including free music files. In one particular bundling scheme, the EM
21 defendants, along with their affiliate, defendant Albert, have capitalized on
22 the growing popularity of "web logs," or "blogs," which are shared online
23 personal journals that are published on the Internet.

24 15. Defendant Albert has operated a website that offers free music files to
25 unsuspecting blog authors (or "bloggers"), as well as to other website
26 operators, ostensibly to play as background music on their blogs or other
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1 websites. On his music website, defendant Albert has instructed bloggers
2 and other website operators to select and then copy the purported music
3 files and corresponding software code from his website and “paste” them
4 into the source code for their blogs or other websites. On his music website
5 or in his other related marketing media, defendant Albert does not disclose
6 the existence of the EM code. As a result, unbeknownst to the bloggers,
7 when a consumer later visits the co-opted blogs, the EM code displays the
8 series of the EM defendants’ “security warning” installation boxes that
9 prompt the visiting consumer to download a purported free browser upgrade
10 or other security patch.

11 16. Contrary to the defendants’ representations, the EM code is not a free
12 browser upgrade or other security software. Nor is it any other type of
13 innocuous freeware or files, such as free music files, ring tones and the like.
14 Rather, it is code that enables the EM defendants to track online activity,
15 change Internet homepages, insert new toolbars and side frames onto
16 consumers’ browser windows, and display pop-up advertisements onto
17 consumers’ computers.

18 17. In the course of marketing and distributing the EM code to consumers, both
19 the EM defendants and defendant Albert have made material false and
20 misleading representations and omissions in their marketing media, and
21 accordingly, they have engaged in deceptive acts or practices in violation of
22 Section 5 of the FTC Act. In the course of marketing and distributing the
23 EM code to consumers, the EM defendants have caused substantial
24 consumer injury that is not reasonably avoidable by consumers and is not
25 outweighed by countervailing benefits, and, accordingly, they have engaged
26 in unfair acts or practices in violation of Section 5 of the FTC Act.

The EM Defendants' Affiliate Marketing Program

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3 18. Since at least the end of 2004, the Enternet Media ("EM") defendants have
4 created and distributed code that tracks online activity, changes Internet
5 homepages, inserts new toolbars and side frames onto consumers' browser
6 windows, and displays "pop up" advertisements on consumers' computer
7 screens. The EM defendants have also created corresponding marketing
8 media that lure consumers into downloading and installing the EM code.
- 9 19. The EM defendants distribute their code and marketing media to consumers
10 primarily through their affiliate marketers, which include defendant Albert.
11 The EM defendants' affiliate marketers are often webmasters who operate
12 websites that purport to offer free software, or "freeware," to consumers.
- 13 20. The EM defendants operate their affiliate program primarily through their
14 affiliate recruiting and support websites, including
15 "www.cash4toolbars.com" and "www.c4tdownload.com." On those
16 websites, the EM defendants provide their affiliates with the EM code, as
17 well as with the marketing media for the affiliates to display on the
18 affiliates' websites in order to induce consumers to download and install the
19 EM code. The EM defendants also assist their affiliates in "bundling" the
20 EM code with other "freeware."

Deceptive Software Installation Practices

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22 21. The EM defendants provide marketing media to their affiliates, including a
23 variety of different "pop up" "installation boxes," that the affiliates then
24 display on consumers' computers to prompt consumers to download the EM
25 code. These installation boxes contain text that purports to describe the
26 software and prompts the consumer to install it by clicking on a "Yes" or
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1 "OK" button contained within the boxes. For example, the EM defendants
2 display a series of three installation boxes that disguise the EM code as an
3 Internet Explorer browser upgrade or security patch. In the first of their
4 three "pop up" installation boxes, which is labeled "Security Warning," the
5 EM defendants state: "YOU have an OUT OF DATE browser which can
6 cause you to get infected with viruses, spam and spyware. To prevent this
7 press YES now." (Emphasis in original).

8 22. If a consumer clicks on the "No" or "X" buttons, the EM defendants then
9 display a second and third installation box on the consumer's computer. In
10 their second installation box, the EM defendants, who have no affiliation
11 with Microsoft, label their "pop up" as "Microsoft Internet Explorer," and
12 state: "Click YES to upgrade your Microsoft Internet Explorer Now!"

13 23. In their third installation box, the EM defendants again label their
14 installation box as "Microsoft Internet Explorer" and state that "We
15 STRONGLY recommend you upgrade your Microsoft Internet Explorer
16 Browser . . . Click YES Now!"

17 24. In other installation boxes, the EM defendants represent that a consumer can
18 "click Yes" in order to download a variety of other types of free software or
19 files, including "clicking Yes" to: "download todays [sic] 1423 free icons,"
20 "start [Jennys Live Webcam and Nikki's Live Webcam] session,"
21 "download our whole collection of Screan [sic] Savers," "installs [sic]
22 hundrets [sic] of free smilies," "download our complete database of lyrics,"
23 "download this [computer game] crack," to "view [computer game] cheat
24 codes," "see my picture," "download all 1318 free ringtones avaiable [sic],"
25 "download the FREE CD covers," and "download windows wallpapers."

26 25. In connection with these installation boxes, if a consumer clicks on the
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1 designated "Yes" or "OK" button, the EM defendants then immediately
2 cause the EM code to be downloaded and installed onto the consumer's
3 computer. The EM defendants do not disclose the nature of the EM code in
4 their installation boxes or in their other related marketing media.

5 26. The EM defendants not only provide their affiliates with the EM code and
6 the installation boxes, but they also assist them in bundling the EM code
7 with other software. Defendant Albert provides an example of such affiliate
8 bundling.

9 27. Defendant Albert operates a website, www.iwebtunes.com, that ostensibly
10 offers free music files to "bloggers" and other website operators. But
11 unbeknownst to the bloggers, defendant Albert has surreptitiously bundled
12 those music files with the EM code. Defendant Albert has, in turn, co-opted
13 the blogs once bloggers insert the music file codes onto their blogs.
14 Defendant Albert does not disclose the existence of the EM code on his
15 music website or in his other related marketing media.

16 28. As a result, when a consumer visits the co-opted blogs, the EM defendants
17 display the EM installation boxes that, as described above in Paragraphs 21-
18 23, are disguised as security warnings that prompt the consumer to
19 download and install a purported browser upgrade or other security
20 software.

21 29. The defendants' representations that the software code is a free music file,
22 browser upgrade, or other innocuous "freeware" or files are false and
23 misleading. In fact, it is the EM code that, as described in more detail
24 below, tracks online activity, changes Internet homepages, inserts new
25 toolbars and side frames onto consumers' browser windows, and serves up
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1 “pop up” advertisements onto consumers’ computers. Consumers do not
2 have knowledge of and have not consented to the installation of the EM
3 code.

4 **The EM Defendants’ Software Code’s**
5 **Internet Tracking, New Homepages, Toolbars,**
6 **Side Windows, and Pop Ups**

7 30. The software code that EM and its affiliates distribute to consumers has
8 several pertinent features that interfere with the functionality of consumers’
9 computers. Furthermore, consumers have no reason to suspect that
10 following defendants’ prompts will result in installing the code. Nor can
11 consumers reasonably uninstall or otherwise remove the code once it is
12 installed on their computers. The exact parameters of the EM code change
13 somewhat over time. However, the cumulative effects of the code remain
14 essentially unchanged.

15 31. First, the EM defendants track consumers’ Internet activity. They track
16 consumers’ Internet browsing behavior and then display advertisements on
17 consumers’ computers that correspond to that behavior. In some cases, the
18 EM defendants displayed advertisements corresponding to search terms
19 typed into a search bar.

20 32. Second, the EM defendants change consumers’ preferred or default
21 homepage settings, often to their own website, www.searchmiracle.com.

22 33. Third, the EM defendants insert a new toolbar onto consumers’ Internet
23 browser windows. Over time, they have inserted several variations of
24 toolbars, which bear various different monikers, including the “EliteBar,”
25 the “Enternet Media” or “EM” toolbar, and the “searchmiracle bar.” The
26 toolbars contain buttons labeled “Premium sites,” “Online dating,” “Online
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1 casinos,” “Online drugs,” and “Virus Scan.” If a consumer clicks on any of
2 these buttons, the EM defendants cause the consumer’s browser to be
3 directed to various websites. Typically, the toolbars apparently also purport
4 to function as a “search bar” and contain a window labeled “Search.”

5 34. Fourth, the EM defendants insert an obtrusive, large-scale side “window” or
6 “frame” onto consumers’ browser windows that displays various
7 advertisements. It appears as a vertical window that is positioned along the
8 left-hand side of the consumers’ browser windows and fills approximately
9 one-third of their computer screens. The side window sometimes displays a
10 purported search-engine results page. The window is entitled “Recent
11 Searches,” and it contains a list of approximately two dozen items.

12 35. Consistent with the EM defendants’ Internet tracking behavior, the content
13 of these purported “search results” is often cued to the search terms that are
14 entered into a legitimate search engine search bar. The side window
15 sometimes displays “pop up”-like advertisements rather than purported
16 search results.

17 36. Fifth, the EM defendants display “pop up” advertisements on consumers’
18 computers that advertise various products, including botox treatments, auto
19 insurance, and the like. These “pop ups” appear on consumers’ computers
20 even when their Internet browsers are not activated.

21 37. The effects of the EM code substantially interfere with consumers’ use of
22 their computers. Furthermore, consumers cannot reasonably avoid this
23 interference. They cannot reasonably avoid it, before the fact, by relying on
24 disclosures made in an End User License Agreement (“EULA”) or in other
25 relevant marketing media. Nor can they reasonably avoid it, after the fact,
26 having installed it, by then uninstalling or otherwise removing the code.

1 38. Although the EM defendants do have a EULA, they do not require, let alone
2 encourage, consumers to review it prior to downloading and installing the
3 EM code. The EM defendants' installation boxes, when clicked on,
4 automatically install the EM code, with no requirement that a consumer
5 agree to terms and conditions. There is nothing labeled "EULA," "Terms
6 and Conditions," "More Information" or the like that then links to the
7 EULA page. In any case, the EM EULA, even if it were readily available,
8 by its terms is so broad and over-reaching that it does not convey adequate
9 information to consumers.

10 39. Nor can a consumer, having installed the EM code, reasonably avoid its
11 effects by uninstalling or removing it. In most cases, the EM defendants'
12 own instructions do not remove all of the EM code, and the EM code does
13 not appear in the Add/Remove feature of the Windows operating system.
14 Often, all or some of the EM code remains on consumers' computers even
15 after repeated attempts to uninstall the code.

16 VIOLATIONS OF THE FTC ACT

17 COUNT ONE

18 AS TO THE ENTERNET MEDIA DEFENDANTS

19 **(Defendants Rohbani, Hakimi, Enternet Media, Inc., and Conspy & Co., Inc.)**

20 **Deceptive Representations Regarding Software Code**

21 40. In numerous instances, in connection with marketing and distributing
22 software code to consumers, the Enternet Media defendants have
23 represented in their marketing media, expressly or by implication, that the
24 software code functions as an innocuous free software code or file,
25 including but not limited to, an Internet browser upgrade or other computer
26 security software, or a music file, a song lyric, or a cell phone ring tone.

1 41. In truth and in fact, in numerous instances, the software code does not
2 function as an innocuous free software code or file, including but not
3 limited to, an Internet browser upgrade or other computer security software,
4 or a music file, a song lyric, or a cell phone ring tone. Rather, the software
5 code causes a stream of multiple advertisements to appear on consumers'
6 computers and, in some cases, also tracks consumers' Internet activity.

7 42. Therefore, the EM defendants' representations, as described in Paragraph 40
8 above, are false and misleading, and the making of those representations
9 constitutes a deceptive act or practice in violation of Section 5 of the FTC
10 Act, 15 U.S.C. § 45(a).

11 **COUNT TWO**

12 **AS TO THE ENTERNET MEDIA DEFENDANTS**

13 **(Defendants Rohbani, Hakimi, Enternet Media, Inc., Conspy & Co., Inc.)**

14 **Unfair Installation of Software Code**

15 43. In numerous instances, in connection with marketing and distributing
16 software code to consumers, the Enternet Media defendants have
17 downloaded and installed, or cause to be downloaded and installed,
18 software code that causes a stream of multiple advertisements to appear on
19 consumers' computers and, in some cases, also tracks consumers' Internet
20 activity. When the software code is installed on consumers' computers, in
21 some cases, it will: (1) track consumers' Internet activity; (2) change
22 consumers' preferred Internet homepage settings; (3) insert a new toolbar
23 onto consumers' Internet browsers; (4) insert a large side "frame" or
24 "window" onto consumers' browser windows that in turn displays
25 advertisements; and (5) display numerous "pop up" advertisements on
26 consumers' computer screens, even when consumers' Internet browsers are
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1 closed.

2 44. The Enternet Media defendants' actions are likely to cause substantial injury
3 to consumers that cannot be reasonably avoided and is not outweighed by
4 countervailing benefits to consumers or competition.

5 45. Therefore, the Enternet Media defendants' engaging in the practices, as
6 described in Paragraph 43 above, constitutes an unfair act or practice in
7 violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a).

8 **COUNT THREE**

9 **AS TO THE ENTERNET MEDIA DEFENDANTS**

10 **(Defendants Rohbani, Hakimi, Enternet Media, Inc., Conspy & Co., Inc.)**

11 **Means and Instrumentalities Count**

12 46. In numerous instances, the Enternet Media defendants have furnished
13 others, including but not limited to their affiliate marketers, with software
14 code that substantially interferes with consumers' use of their computers, as
15 well as with corresponding marketing media that contains false and
16 misleading representations regarding that software code. By furnishing
17 others with the materials to engage in the deceptive and unfair practices
18 described in Paragraphs 40 and 43 above, the Enternet Media defendants
19 have provided the means and instrumentalities for the commission of
20 deceptive and unfair acts and practices.

21 47. Therefore, the Enternet Media defendants' conduct, as described in
22 Paragraph 46, constitutes a deceptive and unfair act or practice in violation
23 of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

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COUNT FOUR

AS TO DEFENDANT ALBERT

Failure to Disclose the Presence and Nature of Bundled Software Code

48. In numerous instances, in connection with marketing and distributing software code to consumers, defendant Albert has represented, expressly or by implication, that the software code functions as a music file that, when incorporated into consumers' web logs or other websites, will enable consumers to play music on their web logs or other websites.

49. In numerous instances, defendant Albert has failed to disclose that the software code contains additional code that delivers advertisements to consumers' computers. He has failed to disclose that, when the software code is incorporated into consumers' web logs or other websites, it will display on those web logs or other websites advertisements from the Internet Media defendants that represent, expressly or by implication, that their software code functions as an Internet browser upgrade or other computer security software and prompts consumers to download it.

50. This additional information, described in Paragraph 49, would be material to consumers in deciding to download and install the software code that defendant Albert distributes.

51. Defendant Albert's failure to disclose the material information described in Paragraph 49, above, in light of the representations described in Paragraph 48 above, constitutes a deceptive act or practice in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

52. The defendants' violations of Section 5 of the FTC Act, 15 U.S.C. § 45(a), as set forth above, have caused and continue to cause substantial injury to

1 consumers. Absent injunctive relief by this Court, the defendants are likely
2 to continue to injure consumers and harm the public interest.

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

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

8 **PRAYER FOR RELIEF**

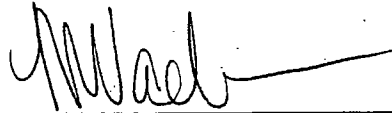
9 WHEREFORE, plaintiff, the Federal Trade Commission, requests that this Court,
10 as authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and pursuant to
11 its own equitable powers:

- 12 1. Award plaintiff such preliminary injunctive and ancillary relief as may be
13 necessary to avert the likelihood of consumer injury during the pendency of
14 this action and to preserve the possibility of effective final relief.
- 15 2. Permanently enjoin the defendants from violating Section 5(a) of the FTC
16 Act, 15 U.S.C. § 45(a), as alleged in this complaint.
- 17 3. Award such relief as the Court finds necessary to redress injury to
18 consumers resulting from the defendants' violations of Section 5(a) of the
19 FTC Act, 15 U.S.C. § 45(a), including, but not limited to, rescission of
20 contracts, restitution, the refund of monies paid, and the disgorgement of ill-
21 gotten monies.

1 4. Award the Commission the costs of bringing this action, as well as any
2 other equitable relief that the Court may determine to be just and proper.
3

4 Dated: October 1, 2005
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6 Respectfully submitted:
7 WILLIAM BLUMENTHAL
8 General Counsel
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