

1. The FTC has the authority under Section 13(b) of the FTC Act to seek the relief it has requested, and the Amended Complaint states a claim upon which relief may be granted against Defendants.

3. This Court has jurisdiction over the subject matter of this action and has jurisdiction over Aladdin Travel. Venue in the District of Columbia is proper.

4. The activities of Aladdin Travel, as alleged in the Complaint, are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

5. The FTC and Aladdin Travel stipulate and agree to this Order, without trial or final adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the Complaint to the date of entry of this Order. Aladdin Travel does not admit any of the allegations set forth in the Complaint, other than jurisdictional facts.

6. Aladdin Travel waives all rights to seek judicial review or otherwise challenge or contest the validity of this Order. It also waives any claim that it may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each settling party shall bear its own costs and attorneys' fees.

7. Entry of this Order is in the public interest.

DEFINITIONS

For the purposes of this Order, the following definitions shall apply:

A. "International Driving Permit" means any document called an international driving permit, international driver's license or any variation thereof.

B. "Identification Document" means a document made or issued by or under the authority of the United States Government, a State, political subdivision of a State, a foreign

government, political subdivision of a foreign government, an international governmental or international quasi governmental organization which, when completed with information concerning a particular individual, is of a type intended or commonly accepted for the purpose of identification of individuals, including, but not limited to, driver's licenses, birth certificates, social security cards, work permits, diplomas, school transcripts, identification cards, and passports.

C. "False Identification Document" means any document that could reasonably be confused for an identification document.

D. "Identification Template" means any implement, impression, electronic device or computer hardware or software that is specifically configured or primarily used for making an identification document or false identification document.

E. "Assisting others" means providing any of the following goods or services to any person or entity: (a) performing customer service functions, including but not limited to receiving or responding to consumer complaints; (b) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other written marketing material, including, but not limited to, the text of any Internet website, email or other electronic communication; (c) providing names of, or assisting in the generation of, potential customers; (d) performing marketing services of any kind; (e) acting as an officer or director of a business entity; (f) supplying an international driving permit, identification document, false identification document, identification template, or related material or information, whether denoted as a real or novelty item; (g) providing any financial processing services, including but not limited to sending, receiving, accepting or processing via automated clearing house (ACH) or otherwise

any payment in any form, including wire transfer, ACH, credit or debit card, or other electronic form of payment, or cash, check, money order, or other non-electronic form of payment.

ORDER

BAN ON CERTAIN ACTIVITIES

I. IT IS THEREFORE ORDERED that Aladdin Travel, whether acting directly or through any person or entity, is permanently restrained and enjoined from providing any financial processing services, including but not limited to sending, receiving, accepting or processing via automated clearing house (ACH) or otherwise any payment in any form, including wire transfer, ACH, credit or debit card, or other electronic form of payment, or cash, check, money order, or other non-electronic form of payment, to any person or entity who Aladdin Travel knows or consciously avoids knowing is engaged in the marketing, advertising, promotion, offering for sale, distributing, or selling of any false identification document, identification template or related material or information, whether denoted as a real or novelty item. Nothing in this Order shall be read as an exception to this paragraph.

PROHIBITED BUSINESS ACTIVITIES

II. IT IS FURTHER ORDERED that, in connection with the advertising, promotion, offer for sale, or sale of any item, product, good, service, investment opportunity, business opportunity, partnership interest, trust interest or other beneficial interest, Aladdin Travel and any person or entity through which it does business, and their successors, assigns, officers, agents, servants, employees, attorneys, and those other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise are hereby permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, directly or by implication, that any international driving permit or other identification document authorizes consumers to drive legally in the United States or any other country;

B. Misrepresenting or assisting others in misrepresenting, directly or by implication, that consumers who purchase any international driving permit or other identification document may use it to avoid points for traffic violations;

C. Misrepresenting or assisting others in misrepresenting, directly or by implication, that consumers who purchase any international driving permit or other identification document may use it to avoid sanctions for driving with a suspended or revoked government-issued driver's license;

D. Misrepresenting or assisting others in misrepresenting, directly or by implication, that any international driving permit or other identification document can be used in the United States or any other country as an identification document in the same ways a person can use a government-issued photo identification document;

E. Misrepresenting or assisting others in misrepresenting, directly or by implication, that any international driving permit or other identification document has been issued by or under the authority of the United States Government, a State, political subdivision of a State, a foreign government, political subdivision of a foreign government, an international governmental or international quasi governmental organization;

F. Misrepresenting or assisting others in misrepresenting, directly or by implication, any information relating to any holder of any international driving permit or other identification

document, including, but not limited to, the identity, name, address, nationality, citizenship, or vital statistic of the holder;

G. Misrepresenting or assisting others in misrepresenting, directly or by implication, any other fact material to a consumer's decision to purchase any international driving permit or any other identification document, false identification document, identification template or related material or information, whether denoted as a real or novelty item;

H. Misrepresenting or assisting others in misrepresenting, directly or by implication, any material fact regarding any item, product, good, or service sold or offered for sale;

I. Violating or assisting others in violating the Telemarketing Sales Rule, 16 C.F.R. Part 310, including any amendments thereto.

CONSUMER LISTS

III. IT IS FURTHER ORDERED that Aladdin Travel and any person or entity through which it does business, and their successors, assigns, officers, agents, servants, employees, attorneys, and those other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from hereafter selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any person who paid any money to any defendant, at any time prior to entry of this Order; *provided, however*, that Aladdin Travel may disclose such identifying information (i) with the express written consent of the person whose information is disclosed, (ii) to a law enforcement agency, or (iii) as required or authorized by any law, regulation, or court order.

MONETARY RELIEF

IV. IT IS FURTHER ORDERED that:

A. Within ten business days of the date of entry of this Order, Aladdin Travel shall cause Branch Banking & Trust to transfer to the FTC or its designated agent all cash currently being held in account number 5210697316;

B. From the data of entry of the Order, Aladdin Travel shall not accept or process, via automated clearing house (ACH) or otherwise, any payment in any form directed to Defendants, including payments directed to University Systems, University Degree Program, Institute for International Licensing, or any other trade or fictitious name under which Defendants do business. To the extent that Aladdin Travel receives any such payment by wire transfer, ACH, or other electronic form of payment, Aladdin Travel shall cause such wire transfer, ACH, or other electronic form of payment to be reversed with all monies being sent back to the sender. To the extent that Aladdin Travel receives any such payment by check, money order, or other non-electronic form of payment, Aladdin Travel shall cause such check, money order, or other non-electronic form of payment to be returned to the sender.

C. All funds received by the FTC pursuant to this Paragraph IV shall be deposited into a fund administered by the FTC or its agent to be used for equitable relief, including but not limited to consumer redress and any attendant expenses for the administration of any redress funds. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the FTC may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable

relief shall be deposited to the U.S. Treasury as equitable disgorgement. Aladdin Travel shall have no right to challenge the FTC's choice of remedies or the manner of distribution under this Paragraph IV.

D. Aladdin Travel further agrees that the facts as alleged in the Complaint shall be taken as true in the event of any subsequent litigation to collect amounts due pursuant to this Order, including but not limited to a nondischargeability complaint in any bankruptcy proceeding.

E. The judgment entered pursuant to this Paragraph IV is equitable monetary relief, solely remedial in nature, and not a fine, penalty, punitive assessment or forfeiture.

F. Aladdin Travel acknowledges and agrees that all money paid pursuant to this Order is irrevocably paid to the FTC for purposes of settlement between the FTC and Aladdin Travel, and Aladdin Travel relinquishes all rights, title, and interest to such money.

G. Aladdin Travel is hereby required, in accordance with 31 U.S.C. § 7701, to furnish to the FTC its tax identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order;.

ASSET FREEZE

V. IT IS FURTHER ORDERED that, upon entry of this Order and the transfer of all assets as required by Paragraph IV, the freeze of Aladdin Travel's assets shall be dissolved.

RIGHT TO REOPEN

VI. IT IS FURTHER ORDERED that, within five business days after entry of this Order, Aladdin Travel shall submit to the FTC a truthful sworn statement that shall acknowledge receipt of this Order and shall reaffirm and attest to the truth, accuracy and completeness of the financial

statements previously submitted to the FTC. The FTC's agreement to this Order is expressly premised on the truthfulness, accuracy and completeness of such financial statements. If, upon motion by the FTC, the Court finds that such financial statements contain any material misrepresentation or omission, the FTC may request that this Order be reopened to allow the FTC to modify Aladdin Travel's monetary liability; *provided, however*, that in all other respect this Order shall remain in full force and effect unless otherwise ordered by the Court; and, *provided further*, that proceedings instituted under this provision would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the FTC may initiate to enforce this Order. For purposes of this Paragraph VI, Aladdin Travel waives any right to contest any of the allegations in the Complaint.

RECORD KEEPING PROVISIONS

VII. IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, Aladdin Travel and any business where it is an officer, director, manager, partner or majority owner, and their successors, assigns, officers, agents, servants, employees, and attorneys, and those persons and entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent

contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests; and

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials.

COMPLIANCE MONITORING

VIII. IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Order,

A. Within ten (10) days of receipt of written notice from a representative of the FTC, Aladdin Travel shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in its possession or direct or indirect control to inspect the business operation;

B. In addition, the FTC is authorized to monitor compliance with this Order by all other lawful means, including but not limited to the following:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;

2. posing as consumers and suppliers to: Aladdin Travel, its employees, or any other entity managed or controlled in whole or in part by Aladdin Travel, without the necessity of identification or prior notice;

Provided that nothing in this Order shall limit the FTC's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

C. Aladdin Travel shall permit representatives of the FTC to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

COMPLIANCE REPORTING BY DEFENDANT

IX. IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order,

1. Aladdin Travel shall notify the FTC of the following:

a. Any changes in its mailing addresses and telephone numbers, within ten (10) days of the date of such change;

b. Any changes in its name or use of any aliases or fictitious names;
and

2. Aladdin Travel shall notify the FTC of any changes in its corporate structure that may affect compliance obligations arising under this Order, including but not

limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which the defendant learns less than thirty (30) days prior to the date such action is to take place, Aladdin Travel shall notify the FTC as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order, Aladdin Travel shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which it has complied and is complying with this Order. This report shall include, but not be limited to:

1. Any changes required to be reported pursuant to subparagraph (A) above;
- and
2. A copy of each acknowledgment of receipt of this Order obtained by it pursuant to Paragraph X;

C. For the purposes of this Order, Aladdin Travel shall, unless otherwise directed by the FTC's authorized representatives, mail all written notifications to the FTC to:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, NW, Room NJ-2122
Washington, DC 20580
Re: FTC v. Mountain View Systems, Case No. 03-CV-0021-RMC (D.D.C.).

D. For purposes of the compliance reporting required by this Paragraph, the FTC is authorized to communicate directly with Aladdin Travel.

DISTRIBUTION OF ORDER BY DEFENDANT

X. IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Aladdin Travel shall deliver a copy of this Order to all principals, officers, directors, managers, employees, agents, and representatives having responsibilities with respect to the subject matter of this Order, and shall secure from each such person a signed and dated statement acknowledging receipt of the Order. Aladdin Travel shall deliver this Order to current personnel within thirty (30) days after the date of service of this Order, and to new personnel within thirty (30) days after the person assumes such position or responsibilities.

COOPERATION WITH FTC COUNSEL

XI. IT IS FURTHER ORDERED that Aladdin Travel shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC and appear, or cause its officers, employees, representatives, or agents to appear, at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the FTC. If requested in writing by the FTC, Aladdin Travel shall appear, or cause its officers, employees, representatives, or agents to appear, and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

ENTRY OF THIS FINAL JUDGMENT

XII. IT IS FURTHER ORDERED, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay and the Clerk of Court immediately shall enter this Order as a final judgment as to Aladdin Travel.

RETENTION OF JURISDICTION

XIII. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Order.

SO STIPULATED:

ALADDIN TRAVEL, INC., Defendant
By: Donald Morrison, its president

GREGORY A. ASHE
VICTOR DEFRANCIS
JAMES REILLY DOLAN
Federal Trade Commission
Attorneys for Plaintiff

IT IS SO ORDERED, this _____ day of _____, 2003.

ROSEMARY M. COLLYER
UNITED STATES DISTRICT JUDGE