



disgorgement of ill gotten gains. The identity of the defendant or defendants is not yet known because the defendant(s) use sophisticated means to hide their identities. Defendant(s) are involved in the marketing and sale of fictitious international drivers' licenses via unsolicited commercial email and the Internet.

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. §§ 1331(a), 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

4. Venue in the District of the District of Columbia is proper under 28 U.S.C. § 1391(d) and 15 U.S.C. § 53(b).

### **PLAINTIFF**

5. Plaintiff Federal Trade Commission is an independent agency of the United States government created by the FTC Act, 15 U.S.C. §§ 41-58. The Commission enforces the FTC Act, which prohibits unfair or deceptive acts or practices in or affecting commerce. The Commission is authorized to initiate federal district court proceedings by its own attorneys, to enjoin violations of the FTC Act, and to secure such equitable relief as is appropriate in each case, including restitution and disgorgement. 15 U.S.C. § 53(b).

### **DEFENDANT(S)**

6. The Defendant(s) are one or more individuals or entities whose identities are unknown to the Commission at this time. The Defendant(s) appear to be aliens, maintaining an address at 483 Green Lanes, Palmers Green, London, although this address is a commercial mail receiving entity.

## COMMERCE

7. Defendant(s)' course of trade is in or affecting commerce within the meaning of Section 4 of the FTC Act, 15 U.S.C. § 44.

### **BACKGROUND CONCERNING INTERNATIONAL DRIVING PERMITS**

8. The United Nations Convention on Road Traffic of 1949 ("Road Traffic Convention") was promulgated to establish certain uniform rules for international road traffic. The U.S. and over 150 other countries are signatories to this convention. The contracting countries agreed to allow legally-admitted visitors from other contracting countries to drive on their roads, if the visitors have a valid driver's license issued by another contracting country or subdivision thereof.

9. The Road Traffic Convention created a document called an International Driving Permit ("IDP") to facilitate this reciprocal agreement. An IDP is a booklet that translates a person's government-issued driver's license into the official languages of the United Nations (Arabic, Chinese, English, French, Russian, Spanish) and up to six other languages chosen by the issuing country. Its purpose is to reduce confusion caused by language barriers between local police and foreign drivers carrying foreign-language driver's licenses.

10. The Road Traffic Convention provides that IDPs must be issued by the same country that issued the person's driver's license or by a duly authorized association designated by that country. This requirement ensures that IDPs are issued only to persons who hold a valid driver's license from their home country. This requirement also ensures that translations in IDPs are truthful and accurate.

11. Valid IDPs must conform to the model set forth in Annex 10 of the Road Traffic Convention concerning color, size, and required information. The name of the issuing country must be printed at the top of the front cover and a seal or stamp of that country's governmental unit or association empowered to issue IDPs must be affixed to the middle of the front cover.

12. Annex 10 requires the IDP to include the following five pieces of information about the driver: surname, other names, place of birth, date of birth and permanent place of residence. The signatory country or its authorized association must affix its seal or stamp next to the category of vehicles the driver is licensed to operate. The driver's photograph and signature must be affixed on the last page of the IDP.

13. Some countries require visiting tourists to carry an IDP along with their home country driver's licenses, but most do not. The U.S. State Department encourages U.S. citizens and residents to obtain an IDP and carry it with their driver's license if they plan to drive in countries where English is not the primary language.

14. The U.S. Department of State has designated the American Automobile Association and the American Automobile Touring Alliance as the only organizations authorized to issue IDPs on behalf of the U.S. These organizations issue IDPs for \$10, but only to persons who are eighteen years of age or older and have a valid driver's license issued by a U.S. state or territory.

15. Residents of countries that are signatories to the Road Traffic Convention may drive legally in the United States if they have a valid license from their country of residence. They are not required to carry an IDP.

16. A valid IDP does not do the following:
- a. It does not confer driving privileges; it merely translates a person's government-issued driver's license into the six official languages of the U.N. and up to six other languages.
  - b. It does not insulate U.S. citizens or residents from the legal consequences of driving in the U.S. without a valid driver's license issued by a U.S. state or territory.
  - c. It does not insulate U.S. citizens or residents from the legal consequences of driving when their driver's license has been suspended or revoked.
  - d. It does not insulate U.S. citizens or residents from having points assessed against their driver's licenses for violations of state or territorial traffic laws.

#### **DEFENDANT(S)' BUSINESS PRACTICES**

17. Defendant(s) market and sell phony international drivers' licenses via unsolicited commercial emails ("UCE" also known as "junk email" or "spam") and the Internet. Defendant(s) send out the junk email using the following email addresses, among others: [bugrther@cs.com](mailto:bugrther@cs.com), [bertimus@msn.com](mailto:bertimus@msn.com), [medehys@yahoo.com](mailto:medehys@yahoo.com), [unitermin@cs.com](mailto:unitermin@cs.com), [ferjunkis@aol.com](mailto:ferjunkis@aol.com), [heryetolp@aol.com](mailto:heryetolp@aol.com), [kendef@msn.com](mailto:kendef@msn.com), [aowao@jubiiipost.dk](mailto:aowao@jubiiipost.dk), [el6077@mail.ru](mailto:el6077@mail.ru), [owdd@daum.net](mailto:owdd@daum.net), [rxzop@suisse.org](mailto:rxzop@suisse.org), [opoux@luso.pt](mailto:opoux@luso.pt), and [egfht@mail.iupi.pt](mailto:egfht@mail.iupi.pt). In numerous instances, consumers are unable to reply to these addresses because the addresses have been forged.

18. Defendant(s)' junk email reads as follows:

## International Driver's License

Need a new driver's license? Too many points or other trouble? Want a license that can never be suspended or revoked? Want an ID for nightclubs or hotel check-in?

Avoid tickets, fines, and mandatory driver's education. Protect your privacy, and hide your identity.

Time to call [Telephone Number]

The United Nations gave you the privilege to drive freely throughout the world! (Convention on International Road Traffic of September 19, 1949 & World Court Decision, The Hague, Netherlands, January 21, 1958)

Take advantage of your rights. Order a valid International Driver's License that can never be suspended or revoked.

19. Defendant(s)' junk email provides consumers with one of several telephone numbers ("Telephone Numbers") to call to order. Telephone Numbers include 770-908-3949, 770-492-2925, 206-706-2665, 602-230-5208, 602-230-4335, 713-866-4056, and 713-867-3477. The Telephone Numbers ring to voicemail boxes maintained by commercial voicemail companies. Consumers calling the Telephone Numbers hear a recorded message informing them that they have reached the Institute for International Licensing. The message instructs consumers to leave their name, daytime phone number and evening phone number and that someone will call them back.

20. Defendant(s) also market and sell phony international drivers licenses via the Internet. Defendant(s) maintain several Internet websites, including [www.i-d-l.org](http://www.i-d-l.org) and [www.henryheston.com.cnchost.com/driving](http://www.henryheston.com.cnchost.com/driving). The websites are identical in content. Through the Internet websites, Defendant(s) represent that (1) consumers may use Defendant(s)' international drivers' licenses to drive with suspended licenses; (2) consumers do not need to have valid drivers'

licenses to drive as long as they use Defendant(s)' international drivers' licenses; (3) consumers may use Defendants(s)' international drivers' licenses to obtain automobile insurance; (4) consumers can avoid points on their driving records by using Defendant(s)' international drivers' licenses; and (5) Defendant(s)' international drivers' licenses are valid identification, and may be used as, among other things, an alternative to passports. Defendant(s)' Internet website guarantees that Defendant(s)' international driver's license is a valid IDP. The Internet website directs consumers to call 770-496-4304 to contact Defendant(s).

21. As with the Telephone Numbers contained in Defendant(s)' junk emails, consumers who call the telephone number on the website hear a recorded message informing them that they have reached the Institute for International Licensing. The message instructs consumers to leave their name, daytime phone number and evening phone number and that someone will call them back.

22. Whether responding to the junk email or the website, shortly after leaving his or her name and phone numbers, Defendant(s)' representatives contact the consumer. Defendant(s)' representative states that the international driver's license offered by the Institute for International Licensing costs \$377.00 and is valid in 200 countries, including all 50 states in the United States as well as Canada. The representative then states that he or she will send the consumer a fax containing more information about the international driver's license and how to order it.

23. Shortly thereafter, Defendant(s) send a two page fax to consumers. The fax's letterhead states Institute for International Licensing and lists a London, England address. Defendant(s)' phone number, however, is listed as an Atlanta, Georgia number. Defendant(s)' fax number is listed as a Massachusetts number.

24. Defendant(s)' fax states that for \$375.00, Defendant(s) will send the consumer two separate international driving licenses — one will contain the consumer's home address or any other address the consumer wants, and the other will be registered to an overseas, English speaking country. The consumer will also receive a rubber stamp with the official seal of the Institute for International Licensing. The fax confirms that both licenses are valid in over 200 countries.

25. The second page of Defendant(s)' fax is an authorization for Defendant(s)' to charge the consumer's credit card. The fax states that an entity by the name of "Hyacinth Romania" will charge the consumer's card, and the consumer is directed to call their credit card issuer and tell them that a company from Europe will be posting a charge to the consumer's card. The consumer is instructed to complete the authorization form and fax it to Defendant(s) along with a copy of the front and back of the consumer's credit card.

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

### **COUNT I**

26. In numerous instances, Defendant(s) represent, expressly or by implication, that Defendant(s)' international driver's license authorizes consumers to drive legally in the United States.

27. In truth and fact, Defendant(s)' international driver's license does not authorize consumers to drive legally in the United States.

28. Therefore, the representations set forth in paragraph 26 are false and misleading and constitute deceptive acts and practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **COUNT II**



29. In numerous instances, Defendant(s) represent, expressly or by implication, that consumers who purchase Defendant(s)' international driver's license may use it to avoid points for traffic violations and to avoid sanctions for driving with a suspended or revoked driver's license.

30. In truth and fact, consumers who purchase Defendant(s)' international driver's license may not use Defendant(s)' international driver's license to avoid points for traffic violations and to avoid sanctions for driving with a suspended or revoked driver's license.

31. Therefore, the representations set forth in paragraph 29 are false and misleading and constitute deceptive acts and practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **COUNT III**

32. In numerous instances, Defendant(s) represent, expressly or by implication, that their international driver's license can be used in the United States as an identification document in the same ways a person can use a government-issued photo identification document.

33. In truth and fact, Defendant(s)' international driver's license cannot be used in the United States as an identification document in the same ways a person can use a government-issued photo identification document.

34. Therefore, the representations set forth in paragraph 32 are false and misleading and constitute deceptive acts and practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **CONSUMER INJURY**

35. Consumers throughout the United States have been injured and will continue to be

injured by Defendant(s)' violations of the FTC Act as set forth above. In addition, Defendant(s) have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief by this Court, Defendant(s) are likely to continue to injure consumers, reap unjust enrichment, and harm the public.

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

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

### **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) Permanently enjoin and restrain Defendant(s) engaging or assisting others in engaging in violations of the FTC Act;
- (2) 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.
- (3) Award such equitable relief as the Court finds necessary to redress injury to consumers resulting from Defendant(s)' violations of Section 5(a) of the FTC Act, including, but not limited to, rescission of contracts and restitution, other forms of redress, and the disgorgement of unlawfully obtained monies; and

(4) Award Plaintiff the costs of bringing this action as well as such additional equitable relief as the Court may determine to be just and proper.

Dated: January \_\_\_\_, 2003

Respectfully submitted,

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