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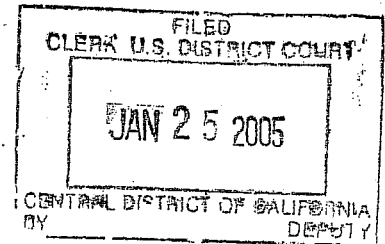
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11
12 **UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13
14 **FEDERAL TRADE COMMISSION,**
15 **Plaintiff,**

16 **v.**

17 **WORLD TRADERS ASSOCIATION,**
18 **INC., a Nevada corporation;**
19 **UNITED TRADERS ASSOCIATION,**
20 **INC., a Nevada corporation;**
21 **INTERNATIONAL MERCHANDISE**
22 **GROUP, INC., a Nevada corporation;**
23 **TRANS-GLOBAL CONNECTION,**
24 **INC. a Nevada corporation;**
25 **MUSKETEER PARTNERS, INC., a**
26 **Nevada corporation;**
27 **FULFILLMENT OPTIONS, INC., a**
28 **Nevada corporation;**
JUDITH TAKALA FIDLER,
individually and as officer or director of
one or more of the above corporations;
SHELDON FIDLER, individually and
as de facto officer or director of one or
more of the above corporations;
SHANNON HOLDEN, individually and
as officer or director of one or more of
the above corporations;



13 # CV05 0591

AHM

14 CV -

(CTR)

15 **COMPLAINT FOR**
16 **INJUNCTIVE AND OTHER**
17 **EQUITABLE RELIEF**

1 **JAIME KLOTTHOR, individually and**
2 **as officer or director of one or more of**
3 **the above corporations;**
4 **JENNIFER KLOTTHOR, individually**
5 **and as officer or director of one or more**
6 **of the above corporations; and**
7 **SCOTT RINALDO, individually and as**
8 **officer or director of one or more of the**
9 **above corporations,**

10 **Defendants.**

11 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), for its
12 Complaint alleges:

13 1. The FTC brings this action under Sections 5(a), 13(b) and 19 of the FTC
14 Act, 15 U.S.C. §§ 45(a), 53(b) and 57b, to obtain temporary, preliminary, and permanent
15 injunctive relief, rescission of contracts, restitution, disgorgement, appointment of a
16 receiver, and other equitable relief for defendants' violations of Section 5(a) of the FTC
17 Act, 15 U.S.C. § 45(a), and the FTC's Trade Regulation Rule entitled "Disclosure
18 Requirements and Prohibitions Concerning Franchising and Business Opportunity
19 Ventures" ("Franchise Rule" or "Rule"), 16 C.F.R. § 436.

20 JURISDICTION AND VENUE

21 2. This Court has subject matter jurisdiction over this action pursuant to 28
22 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 53(b) and 57b. This action arises
23 under 15 U.S.C. § 45(a)(1).

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

26 THE PARTIES

27 4. Plaintiff, the Federal Trade Commission, is an independent agency of the
28 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. §

1 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce, as
2 well as enforcement of the Franchise Rule, 16 C.F.R. § 436. The Commission is
3 authorized to initiate federal district court proceedings by its own attorneys, to enjoin
4 violations of the FTC Act in order to secure such equitable relief as may be appropriate
5 in each case, and to obtain consumer redress. 15 U.S.C. §§ 53(b) and 57b.

6 Corporate Defendants

7 5. Defendant World Traders Association, Inc. ("WTA") is a Nevada
8 corporation incorporated on June 27, 1996. Its principal place of business is at 3083
9 Lima Street, Burbank, California. From at least 2001 through at least February 2003,
10 WTA marketed and sold surplus distribution business opportunities. WTA transacts or
11 has transacted business in the Central District of California.

12 6. Defendant United Traders Association ("UTA") is a Nevada corporation
13 with its principal place of business at 2950 E. Flamingo Road, Las Vegas, Nevada. UTA
14 was incorporated on August 30, 1996. From at least December 1998 through 2001, UTA
15 marketed and sold surplus distribution business opportunities. UTA transacts or has
16 transacted business in the Central District of California.

17 7. Defendant International Merchandise Group, Inc. ("IMG") is a Nevada
18 corporation incorporated on September 1, 1999. IMG's principal place of business is at
19 3083 Lima Street, Burbank, California. IMG also uses a business address at 1600
20 Broadway, Suite 2400, Denver, Colorado. From at least March 2003 through at least
21 March 2004, IMG marketed and sold surplus distribution business ventures. IMG
22 transacts or has transacted business in the Central District of California.

23 8. Defendant Trans-Global Connection, Inc. ("TGC"), d/b/a The Global
24 Connection, is a Nevada corporation incorporated on December 15, 1999, with its
25 principal place of business at 7950 E. Acoma Drive, Scottsdale, Arizona. From at least
26 April 2004 and continuing to the present, TGC has marketed and sold surplus
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1 distribution business ventures. TGC transacts or has transacted business in the Central
2 District of California.

3 9. Defendant Musketeer Partners, Inc. ("MP") is a Nevada corporation
4 incorporated on May 22, 1997. Its principal place of business is at 3083 Lima Street,
5 Burbank, California. From at least June 2003 and continuing to the present, MP has
6 marketed and sold Internet-based surplus goods business opportunities and
7 advertisement of other name-brand websites. MP transacts or has transacted business
8 in the Central District of California.

9 10. Defendant Fulfillment Options, Inc. ("Fulfillment") is a Nevada corporation
10 incorporated on February 19, 1999. Fulfillment's principal place of business is at 3083
11 Lima Street, Burbank, California. Fulfillment maintains two bank accounts to which
12 WTA, IMG, TGC, and MP have transferred substantial proceeds from the sale of their
13 business opportunities, and from which Fulfillment pays business expenses and
14 commissions for the other corporate defendants. Fulfillment transacts or has transacted
15 business in the Central District of California.

16 Individual Defendants

17 11. Defendant Judith Takala Fidler ("Takala") is the President, Secretary, and
18 Treasurer of UTA, IMG, and TGC. Until February 2003, Takala served as President,
19 Secretary, Treasurer, and Director of Fulfillment. Takala also presently serves as the
20 Registered Agent for MP and is a signatory on bank accounts belonging to WTA, UTA,
21 IMG, MP, TGC, and Fulfillment. At all times material to this Complaint, acting alone
22 or in concert with others, Takala has formulated, directed, controlled, or participated in
23 the acts and practices of WTA, UTA, IMG, TGC, and MP, including the acts and
24 practices set forth in this Complaint. She resides or has transacted business in the
25 Central District of California.

26 12. Defendant Sheldon Fidler ("Fidler") is a direct or beneficial owner of the
27 corporate defendants and is the spouse of defendant Takala. At all times material to this
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1 Complaint, acting alone or in concert with others, Fidler has formulated, directed,
2 controlled, or participated in the acts and practices of the corporate defendants, including
3 the acts and practices set forth in this Complaint. He resides or has transacted business
4 in the Central District of California.

5 13. Defendant Shannon Holden ("Holden") was the President, Secretary,
6 Treasurer, and Director of TGC from at least December 2003 through at least July 2004,
7 and continues to hold herself out as a principal of TGC. During this period, acting alone
8 or in concert with others, Holden formulated, directed, controlled, or participated in the
9 acts and practices of TGC, including the acts and practices set forth in this Complaint.
10 She resides or has transacted business in the Central District of California.

11 14. Defendant Jaime Klotthor is the President, Secretary, and Treasurer of MP
12 and the Treasurer and Director of Fulfillment. Jaime Klotthor is one of Takala's and/or
13 Fidler's daughters. At all times material to this Complaint, acting alone or in concert
14 with others, Jaime Klotthor has formulated, directed, controlled, or participated in the
15 acts and practices of MP and Fulfillment, including the acts and practices set forth in this
16 Complaint. She resides or has transacted business in the Central District of California.

17 15. Defendant Jennifer Klotthor is the President and Secretary of Fulfillment.
18 She also serves as a signatory on bank accounts belonging to WTA, IMG, MP, TGC, and
19 Fulfillment. Jennifer Klotthor is one of Takala's and/or Fidler's daughters. From at least
20 July 2001 and continuing to the present, acting alone or in concert with others, Jennifer
21 Klotthor has formulated, directed, controlled, or participated in the acts and practices of
22 WTA, IMG, MP, TGC, and Fulfillment, including the acts and practices set forth in this
23 Complaint. She resides or has transacted business in the Central District of California.

24 16. Defendant Scott Rinaldo ("Rinaldo") is the President, Secretary, and
25 Treasurer of WTA and a signatory on UTA's bank account. At all times material to this
26 Complaint, acting alone or in concert with others, Rinaldo has formulated, directed,
27 controlled, or participated in the acts and practices of WTA, including the acts and
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1 practices set forth in this Complaint. He resides or has transacted business in the Central
2 District of California.

3 COMMON ENTERPRISE

4 17. Corporate defendants WTA, UTA, IMG, TGC, MP, and Fulfillment have
5 operated as a common enterprise while engaging in the deceptive acts and practices and
6 other violations of law alleged below. Individual defendants Takala, Fidler, Holden,
7 Jaime Klotthor, Jennifer Klotthor, and Rinaldo have formulated, directed, controlled or
8 had authority to control, or participated in the acts and practices of the corporate
9 defendants that comprise the common enterprise.

10 COMMERCE

11 18. At all times relevant to this Complaint, the defendants have maintained a
12 substantial course of trade in the offering for sale and sale of surplus distribution
13 business ventures, in or affecting commerce, as "commerce" is defined in Section 4 of
14 the FTC Act, 15 U.S.C. § 44.

15 THE DEFENDANTS' BUSINESS PRACTICES

16 19. Since at least 1996 and continuing thereafter, defendants have marketed
17 and sold a surplus distribution business opportunity to consumers across the nation.
18 Purchasers of the venture offered by WTA, UTA, IMG, and TGC ("WTA, et al.") pay
19 an initial fee ranging from \$6,995 to \$7,950 to become affiliates in WTA, et al.'s
20 network of surplus brokers. Defendants represent that these affiliates, or brokers, will
21 have access to "exclusive" listings of overstocked merchandise for sale. Affiliates
22 market the surplus goods by telephone and facsimile and receive a commission on
23 any sales they make. WTA, et al. promise expert training, pre-qualified accounts, and
24 everything an affiliate needs to operate a successful surplus brokerage business.

25 20. Since at least June 2003 and continuing to the present, MP has marketed
26 and sold a business opportunity that, like the one offered by WTA, et al., involves the
27 brokerage of surplus merchandise. MP's business venture differs from that offered by
28

1 WTA, et al. in that MP's venture involves the brokerage of surplus merchandise over
2 the Internet.

3 21. MP promises to create and maintain for each affiliate an individualized
4 surplus goods website modeled after a website MP created called "Blowout
5 Bargains." MP represents that it will provide affiliates with hundreds of name-brand,
6 low-priced, overstocked goods to advertise on their Blowout Bargains websites.
7 According to MP's sales pitch, each affiliate receives a commission for every
8 purchase made on his or her Blowout Bargains website. The MP business venture
9 also provides for the creation of a personalized "Megamall" website that links
10 prospective buyers to the websites of more than two hundred businesses, including
11 well-known companies such as Office Depot, Target, and LL Bean. MP promises
12 affiliates a commission for every purchase made by customers who link to a website
13 advertised on the affiliate's Megamall website. The initial fee for the MP venture
14 ranges from \$3,995 to \$5,995.

15 22. Consumers of defendants' business opportunities are required to pay
16 monthly fees for the ongoing services promised by defendants, including training,
17 access to defendants' updated listings of overstocked merchandise, and shipment of
18 merchandise to surplus purchasers.

19 23. Defendants market their business venture through advertisements in
20 online and print publications that target small business owners. Defendants attract
21 potential customers by describing the business opportunity as "the perfect home-
22 based business." IMG describes itself as "a leader" in the import/export industry.
23 MP represents that it is "the leading developer and most trusted provider of
24 comprehensive internet business opportunities." Defendants claim that the surplus
25 industry is a profitable industry free of ups and downs and one in which the
26 "opportunities are limitless." Defendants' advertisements also portray the venture as
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1 a foolproof, turnkey business: "Men and women of all ages, working part-time or full
2 time can be earning fees almost immediately."

3 24. Defendants also promote their business opportunity on their company
4 websites, which claim that defendants' venture features "the best and most unique
5 training and support program in the world." The websites portray the surplus industry
6 as "[r]ecession-[p]roof" and "constantly expanding." Defendants also represent on
7 their websites that eighty percent of the surplus merchandise offered through the
8 venture is "name brand, first quality" merchandise with all of the manufacturers'
9 original warranties and guarantees. The websites promise the mentoring of a trainer
10 who earns "six figures" and who will "help you set-up every aspect of your new
11 home-based business." Defendants assert that "[i]f the training is followed, virtually
12 anyone can succeed in this exciting business."

13 25. Defendants' websites and advertisements direct potential purchasers to
14 request additional information about the business venture online or to call the
15 advertised toll-free telephone number. In response to an inquiry from a prospective
16 purchaser, defendants send either an email or hard copy materials containing, among
17 other things, a company brochure, press releases about the business opportunity, and
18 a personal questionnaire for the prospect to complete. These materials also generally
19 include a certificate of membership or good standing for the defendants from an
20 organization that purportedly certifies small businesses or franchises, such as the
21 National Business Opportunity Bureau or the International Small Business Bureau.

22 26. Defendants' promotional materials make express earnings claims
23 through sales projections. For example, defendants suggest on a projected earnings
24 chart that twenty surplus orders per day would result in an annual income of
25 \$153,300.

26 27. The promotional materials also often include a reference to *Entrepreneur*
27 *Magazine* that consumers who purchase the opportunity will earn \$103,000 annually.

1 Defendants' brochures lure prospective purchasers with the promise that "there are no
2 limitations to your earnings" from the business opportunity.

3 28. Within a week of sending the promotional package, a sales
4 representative calls or emails the prospect to schedule an appointment for a detailed
5 presentation of the business opportunity. During this presentation, the sales
6 representative explains the basics of the surplus industry and highlights the purported
7 advantages of becoming an affiliate in the company's network of surplus brokers.

8 29. Defendants' sales representatives frequently make express earnings
9 claims during their sales presentations. Defendants tell potential consumers that they
10 can expect to recoup their investment in two to four months. Defendants represent
11 that there are current affiliates working part-time who earn between \$35,000 to
12 \$40,000 and full-time affiliates who earn six-figure incomes.

13 30. Defendants do not provide any support for their earnings claims made in
14 their websites, promotional materials, advertisements, or made by sales
15 representatives to potential consumers on the telephone.

16 31. Consumers who purchase defendants' business opportunity do not earn
17 six-figure incomes per year. In fact, consumers typically lose money on their
18 investment, regardless of whether they work full-time or part-time.

19 32. Defendants WTA, et al. and their representatives promise to provide
20 affiliates with pre-qualified accounts, businesses that are interested in purchasing
21 surplus merchandise from defendants' network. Defendants WTA, et al. also promise
22 that affiliates will not be required to do any selling or cold calling.

23 33. In numerous instances, consumers have found that the majority of pre-
24 qualified accounts provided by defendants are in fact companies that are no longer in
25 business, not in the business industry listed by defendants, or not interested in
26 purchasing surplus merchandise. In the majority of other instances, consumers have
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1 found that the pre-qualified businesses either had never heard of the defendants or
2 had requested that defendants' brokers refrain from contacting them in the future.

3 34. Defendant MP and its representatives promise, through written and oral
4 statements to prospective purchasers, that brokers will obtain two hundred customers
5 on their Blowout Bargains website.

6 35. In numerous instances, MP brokers failed to obtain the promised two
7 hundred customers on their Blowout Bargains website.

8 36. Defendants and their representatives represent to prospective purchasers
9 that defendants will provide all goods and services necessary for affiliates to operate
10 their surplus business venture. The promised goods include, but are not limited to,
11 hundreds of overstocked, name-brand goods that defendants store in their warehouses
12 and ship directly to surplus purchasers. The promised services include, but are not
13 limited to, training, support, and delivery of goods to surplus purchasers.

14 37. In numerous instances, defendants failed to provide the goods and
15 services promised to potential purchasers.

16 38. If, after hearing the sales representative's detailed presentations, the
17 prospect appears interested in pursuing the opportunity, the sales representative
18 provides him or her with a list of references to contact. Defendants and their
19 representatives represent to prospective purchasers that company-selected references
20 are satisfied purchasers of one of the business ventures offered by defendants. These
21 company-selected references typically tell consumers that they have purchased one of
22 the defendants' business opportunities, and are making the amount of money that
23 defendants represented they would make.

24 39. In numerous instances, the references either have not purchased the
25 specified business opportunity from defendants or have not had the type of success
26 they describe to prospective purchasers.

1 reliable descriptions of their experiences with one of the defendants' business
2 ventures.

3 54. Therefore, the defendants' representations as set forth in Paragraph 52
4 are false and misleading and constitute deceptive acts or practices in violation of
5 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

6 COUNT IV

7 Misrepresentations Regarding Goods and Services Provided to Business Purchasers

8 55. In numerous instances in the course of offering for sale and selling their
9 surplus distribution business ventures, the defendants represent, directly or indirectly,
10 expressly or by implication, that defendants provide purchasers with goods and
11 services for the operation of their businesses. The promised goods include, but are
12 not limited to, hundreds of overstocked, name-brand goods stored in defendants'
13 warehouses. The promised services include, but are not limited to, training, support,
14 and delivery of merchandise to surplus purchasers.

15 56. In truth and in fact, in numerous instances, defendants do not provide
16 purchasers with the promised goods and services for the operation of their businesses.

17 57. Therefore, the defendants' representations as set forth in Paragraph 55
18 are false and misleading and constitute deceptive acts or practices in violation of
19 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

20 THE FRANCHISE RULE

21 58. The business ventures sold by the defendants are franchises, as
22 "franchise" is defined in Sections 436.2(a)(1)(ii), (a)(2), and (a)(5) of the Franchise
23 Rule, 16 C.F.R. §§ 436.2(a)(1)(ii), (a)(2), and (a)(5).

24 59. The Franchise Rule requires a franchisor to provide prospective
25 franchisees with a complete and accurate basic disclosure document containing
26 twenty categories of information, including information about the owners and officers
27 of the franchisor, information about the terms and conditions under which the

1 franchise operates, the litigation history of the franchisor and its principals, and
2 information identifying existing franchisees. 16 C.F.R. § 436.1(a)(1) - (a)(20). The
3 pre-sale disclosure of this information required by the Rule enables a prospective
4 franchisee to contact prior purchasers and take other steps to assess the potential risks
5 involved in the purchase of the franchise.

6 60. The Franchise Rule specifically prohibits franchisors from making any
7 claim or representation that contradicts information required to be disclosed pursuant
8 to Section 436.1 of the Rule. 16 C.F.R. § 436.1(f).

9 61. The Franchise Rule additionally requires that a franchisor:

- 10 (a) have a reasonable basis for any oral, written, or visual
11 earnings claim it makes, 16 C.F.R. § 436.1(b)(2), (c)(2) and
12 (e)(1);
- 13 (b) disclose, in immediate conjunction with any earnings claim
14 it makes, and in a clear and conspicuous manner, that
15 material which constitutes a reasonable basis for the
16 earnings claim is available to prospective franchisees, 16
17 C.F.R. § 436.1(b)(2) and (c)(2);
- 18 (c) provide, as prescribed by the Rule, an earnings claim
19 document containing information that constitutes a
20 reasonable basis for any earnings claim it makes, 16 C.F.R.
21 § 436.1(b) and (c); and
- 22 (d) clearly and conspicuously disclose, in immediate
23 conjunction with any generally disseminated earnings claim,
24 additional information including the number and percentage
25 of prior purchasers known by the franchisor to have
26 achieved the same or better results, 16 C.F.R. §
27 436.1(e)(3)-(4).

1 62. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), and 16
2 C.F.R. § 436.1, violations of the Franchise Rule constitute unfair or deceptive acts or
3 practices in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15
4 U.S.C. § 45(a).

5 **VIOLATIONS OF THE FRANCHISE RULE**

6 **COUNT V**

7 **Basic Disclosure Violations**

8 63. In connection with the offering of franchises, as “franchise” is defined in
9 Section 436.2(a) of the Rule, the defendants violate Section 436.1(a) of the Rule and
10 Section 5(a) of the FTC Act by failing to provide prospective franchisees with
11 accurate and complete disclosure documents within the time period prescribed by the
12 Rule.

13 **COUNT VI**

14 **Earnings Disclosure Violations**

15 64. In connection with the offering of franchises, as “franchise” is defined in
16 Section 436.2(a) of the Franchise Rule, the defendants violate Sections 436.1(b)-(c)
17 of the Rule and Section 5(a) of the FTC Act by making earnings claims to prospective
18 franchisees while, *inter alia*: (1) lacking a reasonable basis for each claim at the
19 times it is made; (2) failing to disclose, in immediate conjunction with each earnings
20 claim, and in a clear and conspicuous manner, that material which constitutes a
21 reasonable basis for the claim is available to prospective franchisees; and/or (3)
22 failing to provide prospective franchisees with an earnings claim document, as
23 prescribed by the Rule.

24 **CONSUMER INJURY**

25 65. Consumers nationwide have suffered or will suffer substantial monetary
26 loss as a result of the defendants' violations of Section 5(a) of the FTC Act and the
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1 Franchise Rule. Absent injunctive relief by this Court, the defendants are likely to
2 continue to injure consumers and harm the public interest.

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

4 66. 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, disgorgement
6 and restitution, to prevent and remedy any violations of any provision of law enforced
7 by the Federal Trade Commission.

8 67. Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes this Court to
9 grant such relief as the Court finds necessary to redress injury to consumers or other
10 persons resulting from the defendants' violations of the Franchise Rule, including the
11 rescission and reformation of contracts, and the refund of money.

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

14 **PRAYER FOR RELIEF**

15 WHEREFORE, plaintiff requests that this Court, as authorized by
16 Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and pursuant to its
17 own equitable powers:

18 1. Award plaintiff such preliminary injunctive and ancillary relief,
19 including a temporary restraining order and preliminary injunction which, among
20 other things, freezes defendants' assets and appoints a receiver, as may be necessary
21 to avert the likelihood of consumer injury during the pendency of this action and to
22 preserve the possibility of effective final relief;

23 2. Permanently enjoin the defendants from violating the FTC Act and
24 the Franchise Rule, as alleged herein;

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

3 4. Award plaintiff the costs of bringing this action, as well as such
4 other and additional relief as the Court may determine to be just and proper.
5

6 Dated: January 21, 2005

Respectfully submitted,

7 JOHN D. GRAUBERT
Acting General Counsel

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