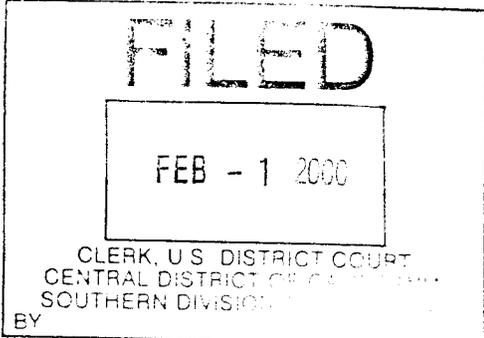


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12 UNITED STATES DISTRICT COURT
 13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 FEDERAL TRADE COMMISSION,)
)
 15 Plaintiff,)
)
 16 v.)
)
 17 AMP PUBLICATIONS, INC., a)
 California corporation,)
 18 COMPUTER & WEB PUBLICATIONS, INC.,)
 a California corporation,)
 19 RANJIT NARAYAN, individually, as)
 an officer of the corporations,)
 20 and d/b/a NATIONWIDE FINANCIAL)
 PUBLICATIONS, INC., and)
 21 ANA KEILTY, individually, as)
 an officer of the corporations,)
 22 and d/b/a ANA KEILTY)
 ENTERPRISES,)
 23)
 24 Defendants.)

SA CV-00-112 - AHS-ANX

**COMPLAINT FOR INJUNCTIVE
 AND OTHER EQUITABLE
 RELIEF**

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

27 1. The FTC brings this action under Sections 5(a) and
 28 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b), to obtain

1 temporary, preliminary, and permanent injunctive relief,
2 rescission of contracts, restitution, disgorgement, and other
3 equitable relief for defendants' violations of Section 5(a) of
4 the FTC Act, 15 U.S.C. § 45(a).

5 JURISDICTION AND VENUE

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

9 3. Venue in the United States District Court for the
10 Central District of California is proper under 28 U.S.C.
11 §§ 1391(b) and (c), and 15 U.S.C. § 53(b).

12 THE PARTIES

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

23 5. Defendant AMP Publications, Inc. ("AMP"), a California
24 corporation with its principal place of business at 23015 Del
25 Lago, # D-2, Laguna Hills, California 92652, promotes and sells
26 work-at-home programs. AMP transacts or has transacted business
27 in the Central District of California.

28 6. Defendant Computer & Web Publications, Inc. ("CWP"), a

1 California corporation with its principal place of business at
2 23015 Del Lago, # D-2, Laguna Hills, California 92652, promotes
3 and sells work-at-home programs. CWP transacts or has transacted
4 business in the Central District of California.

5 7. Defendant Ranjit Narayan ("Narayan") is the President
6 and sole owner of AMP and assists in the management of CWP. In
7 addition, Narayan does business as Nationwide Financial
8 Publications, Inc., an unincorporated business entity
9 ("Nationwide"), which claims to have a principal place of
10 business at 30101 Town Center Drive, #201, Laguna Niguel,
11 California 92677. At all times material to this complaint,
12 acting alone or in concert with others, he has formulated,
13 directed, controlled or participated in the acts and practices of
14 the corporate defendants, including the acts and practices set
15 forth in this complaint. He resides and transacts or has
16 transacted business in the Central District of California.

17 8. Defendant Ana Keilty is the only officer and manages
18 CWP. In addition, she does business as Ana Keilty Enterprises,
19 an unincorporated business entity ("AKE"), with its principal
20 place of business at 23015 Del Lago, Laguna Hills, California
21 92652. At all times material to this complaint, acting alone or
22 in concert with others, she has formulated, directed, controlled
23 or participated in the acts and practices of the corporate
24 defendants, including the acts and practices set forth in this
25 complaint. She resides and transacts or has transacted business
26 in the Central District of California.

27 **COMMERCE**

28 9. At all times relevant to this complaint, the defendants

1 have maintained a substantial course of trade in the offering for
2 sale and selling work-at-home programs, in or affecting commerce,
3 as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C.
4 § 44.

5 **DEFENDANTS' BUSINESS ACTIVITIES**

6 10. Since at least March 1998, and continuing thereafter,
7 defendants have offered and sold work-at-home programs to
8 consumers. The defendants have promoted their work-at-home
9 programs to prospective purchasers in a variety of media,
10 including classified advertisements in newspapers, and on their
11 Web sites on the Internet, www.amp-inc.com, and www.lcwp.com.

12 11. In their advertisements in newspapers and their Web
13 sites, defendants offer full or part-time work-at-home jobs that
14 will pay \$20,000 to \$75,000 per year, and thereby make
15 representations about the earnings potential of their work-at-
16 home program. The defendants' advertisements encourage consumers
17 to call the defendants' toll-free numbers to learn more about the
18 opportunity. For example, defendants' Internet advertisements
19 state:

20 **Computer Users Needed!**

21 Earn \$20,000 - \$75,000
22 Per Year Working With
23 Your Personal Computer!
24 Make Your Own Hours!

25 All Skill Levels Needed!

26 12. Consumers who access the Defendants' Web sites or call
27 the defendants' toll-free telephone numbers are informed by the
28 defendants, or their employees or agents, that in exchange for a
payment, often in excess of \$89.95, consumers will receive what

1 they need to start working at home, including: (1) a complete
2 manual, which outlines everything a consumer needs to know to
3 work with his or her computer at home, (2) a disk containing the
4 top hiring Web sites in the country and providing a training
5 course on how to use the Internet; (3) a disk listing 2000-5000
6 companies in the consumer's area that have the highest likelihood
7 of hiring home-based computer users; (4) a CD-ROM containing the
8 Earthlink Internet browser; and (5) free customer service and
9 technical support.

10 13. Consumers who access the Defendants' Web sites or call
11 defendants' toll-free telephone numbers are informed by the
12 defendants or their employees or agents about the earnings
13 potential of defendants' work-at-home programs. In numerous
14 instances, consumers are told that they can make \$30,000 working
15 part-time, \$1,000 per week, or will be able to charge \$20-\$50 per
16 hour to prospective employers.

17 14. The representations made by the defendants or their
18 employees or agents also lead many consumers to believe that they
19 will become subcontractors working for established AMP, CWP,
20 Nationwide, or AKE clients. For example, the defendants or their
21 employees or agents say that the companies listed contacted them,
22 or that they have checked their computers to see if there are any
23 available positions in a consumer's area.

24 15. When consumers receive the work-at-home program sold by
25 defendants, they do not receive what was promised. Instead, they
26 only receive (1) a basic computer manual, which contains
27 virtually no information; (2) a disk containing an outdated list
28 of hundreds of companies in the consumer's area; and (3) a CD-ROM

1 containing the Earthlink Internet browser, which is otherwise
2 available to consumers for free.

3 16. Defendants further represent to consumers that they
4 will provide refunds to consumers who are unsatisfied with the
5 program within ninety (90) days, upon request, without other
6 restrictions or conditions. In numerous instances, however,
7 defendants have either not provided refunds to consumers who
8 returned the product within ninety (90) days, and/or defendants
9 have informed consumers that they would have to comply with
10 additional restrictions before they receive a refund.

11 VIOLATIONS OF SECTION 5 OF THE FTC ACT

12 17. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
13 provides that "unfair or deceptive acts or practices in or
14 affecting commerce, are hereby declared unlawful."

15 COUNT I

16 18. In numerous instances in the course of offering for
17 sale and selling their work-at-home programs, defendants or their
18 employees or agents have represented, expressly or by
19 implication, that consumers who purchase the defendants' work-at-
20 home programs will earn \$20,000 - \$75,000 per year, \$30,000
21 working part-time, \$1,000 per week, or will be able to charge
22 \$20-\$50 per hour to prospective employers.

23 19. In truth and in fact, few, if any, consumers who
24 purchase the defendants' work-at-home programs will earn \$20,000
25 - \$75,000 per year, \$30,000 working part-time, \$1,000 per week,
26 or will be able to charge \$20-\$50 per hour to prospective
27 employers.

28 20. Therefore, defendants' representations as set forth in

1 Paragraph 18 are false and misleading and constitute deceptive
2 acts or practices in violation of Section 5(a) of the FTC Act, 15
3 U.S.C. § 45(a).

4 COUNT II

5 21. In numerous instances in the course of offering for
6 sale and selling their work-at-home programs, defendants or their
7 employees or agents have represented, expressly or by
8 implication; that they will arrange for consumers to receive work
9 from companies with whom the defendants have established
10 relationships.

11 22. In truth and in fact, the defendants do not arrange for
12 consumers to work for companies with whom the defendants have
13 established relationships.

14 23. Therefore, defendants' representations as set forth in
15 Paragraph 21 are false and misleading and constitute deceptive
16 acts or practices in violation of Section 5(a) of the FTC Act, 15
17 U.S.C. § 45(a).

18 COUNT III

19 24. In numerous instances, in the course of offering for
20 sale or selling work-at-home programs, defendants have
21 represented, expressly or by implication, that they will provide
22 refunds to consumers who are unsatisfied with the program within
23 ninety (90) days, upon request, without other restrictions or
24 conditions.

25 25. In truth and in fact, in numerous instances, defendants
26 have not provided refunds to consumers, upon request, without
27 other restrictions or conditions.

28 26. Therefore, defendants' representations as set forth in

1 Paragraph 24 are false and misleading and constitute a deceptive
2 act or practice in violation of Section 5(a) of the FTC Act, 15
3 U.S.C. § 45(a).

4 **CONSUMER INJURY**

5 27. Consumers nationwide have suffered or will suffer
6 substantial monetary loss as a result of defendants' violations
7 of Section 5(a) of the FTC Act. Absent injunctive relief by this
8 Court, defendants are likely to continue to injure consumers and
9 harm the public interest.

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

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

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

19 **PRAYER FOR RELIEF**

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

23 1. Award plaintiff such preliminary injunctive and
24 ancillary relief, including a temporary restraining order, as may
25 be necessary to avert the likelihood of consumer injury during
26 the pendency of this action and to preserve the possibility of
27 effective final relief;

28 2. Permanently enjoin the defendants from violating the

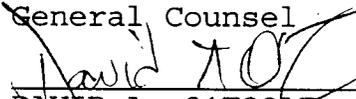
1 FTC Act, as alleged herein;

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

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

10
11 Respectfully submitted,

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13 General Counsel

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