

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

LANCE THOMAS ATKINSON,

INET VENTURES PTY LTD, an Australian
proprietary company,

JODY MICHAEL SMITH,

TANGO PAY INC., a Delaware corporation,

CLICK FUSION INC., a Delaware corporation,

TWOBUCKS TRADING LIMITED, a Cyprus
limited liability company,

Defendants.

OCT 06 2008

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

Case No.

08CV5636

Judge

JUDGE KENDALL

Magistrate Judge

MAGISTRATE JUDGE VALDEZ

COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF

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

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57b, and under Section 7(a) of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM"), 15 U.S.C. § 7706(a), to obtain injunctive relief and other equitable relief for Defendants' deceptive and unfair acts or practices and the making of false

advertisements in violation of Sections 5 and 12 of the FTC Act, 15 U.S.C. §§ 45 and 52, and for violations of CAN-SPAM, 15 U.S.C. § 7701 *et seq.*

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 15 U.S.C. §§ 45(a), 52, 53(b), 57b, 7706(a) and 28 U.S.C. §§ 1331, 1337(a) and 1345.
3. Venue in the United States District Court for the Northern District of Illinois is proper under 15 U.S.C. § 53(b) and 28 U.S.C. §§ 1391 (b), (c) and (d).

PLAINTIFF

4. Plaintiff FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The Commission enforces Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, which prohibit, respectively, deceptive or unfair acts or practices and false advertisements for food, drugs, devices, services, or cosmetics, in or affecting commerce. The FTC is also charged with enforcing CAN-SPAM as if statutory violations of CAN-SPAM “were an unfair or deceptive act or practice proscribed under Section 18(a)(1)(B) of the [FTC Act] (15 U.S.C. 57a(a)(1)(B)).” 15 U.S.C. § 7706(a).
5. Sections 13(b), 16, and 19 of the FTC Act authorize the FTC to initiate federal district court proceedings, in its own name by its designated attorneys, to enjoin violations of any provision of law enforced by the FTC, and to secure such equitable relief as may be appropriate in each case. 15 U.S.C. §§ 53(b), 56, 57b.

DEFENDANTS

6. Defendant Inet Ventures Pty Ltd. (“Inet Ventures”) is a proprietary company formed under the laws of Australia.

7. Defendant Lance Thomas Atkinson (“Atkinson”) is an officer or director of Inet Ventures. Atkinson is a New Zealand citizen and a resident of Australia. He has formulated, directed, controlled, or participated in the acts or practices set forth in this Complaint.
8. Defendant Tango Pay Inc. (“Tango Pay”) is a Delaware corporation with a registered office located at 16192 Coastal Highway, Lewes, Delaware 19958.
9. Defendant Click Fusion Inc. (“Click Fusion”) is a Delaware corporation with a registered office located at 16192 Coastal Highway, Lewes, Delaware 19958.
10. Defendant TwoBucks Trading Limited (“TwoBucks”) is a limited liability company formed under the laws of Cyprus. TwoBucks has a registered office located at Michalakopoulou, 12, 4th floor, Flat/Office 401, P.C. 1075, Nicosia, Cyprus.
11. Defendant Jody Michael Smith (“Smith”) is an officer and owner of Tango Pay and Click Fusion, and he directs or controls TwoBucks. Smith has formulated, directed, controlled, or participated in certain of the acts or practices set forth in this Complaint, as specified below.
12. Defendants Tango Pay, Click Fusion, and TwoBucks (“the Smith Enterprise”) have operated and continue to operate as a common enterprise.
13. “Defendants” means Inet Ventures, Atkinson, Tango Pay, Click Fusion, TwoBucks and Smith.
14. Defendants have transacted business in the Northern District of Illinois within the meaning of 15 U.S.C. § 53(b).

COMMERCE

15. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFINITIONS

16. “**Electronic mail message**” (or “email”) means a message sent to a unique electronic mail address. 15 U.S.C. § 7702(6).
17. “**Electronic mail address**” means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the “local part”) and a reference to an Internet domain (commonly referred to as the “domain part”), whether or not displayed, to which an electronic mail message can be sent or delivered. 15 U.S.C. § 7702(5).
18. “**Commercial electronic mail message**” means any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (including the content on an Internet website operated for commercial purposes). 15 U.S.C. § 7702(2).
19. “**Header information**” means the source, destination, and routing information attached to an electronic mail message, including the originating domain name and originating electronic mail address, and any other information that appears in the line identifying, or purporting to identify, a person initiating the message. 15 U.S.C. § 7702(8).
20. “**Initiate**,” when used with respect to a commercial email message, means to originate or transmit such message or to procure the origination or transmission of such message. 15 U.S.C. § 7702(9).

21. **“Procure,”** when used with respect to the initiation of a commercial email message, means intentionally to pay or provide other consideration to, or induce, another person to initiate such a message on one’s behalf. 15 U.S.C. § 7702(12).
22. **“Protected Computer”** means a computer which is used in interstate or foreign commerce or communication, including a computer located outside the United States that is used in a manner that affects interstate or foreign commerce or communication of the United States. 15 U.S.C. § 7702(13).
23. **“Sender”** means a person who initiates a commercial email message and whose product, service, or Internet Web site is advertised or promoted by the message. 15 U.S.C. § 7702(16).

DEFENDANTS’ BUSINESS ACTIVITIES

Overview

24. Defendants are responsible for billions of illegal spam email messages marketing various purported “herbal” products, pharmaceutical medication, and replica watches. The spam email messages have directed consumers to one of thousands of Web sites controlled by Defendants that have sold their products. Defendants have earned millions of dollars by selling fraudulent products through the illegal spam messages.

“Herbal” Product Sales

25. Since at least February 2007, Defendants Inet Ventures and Atkinson have marketed and sold various purported “herbal” products. The products include Hoodia gordonii, a purported weight loss supplement pill. The products also include a male enhancement pill promoted under a variety of names, including ManSter, Xtrasize+, Megadik, Man XL, VPXL, LNH Solutions, MaxGain+ and PowerEnlarge.

26. Defendants Inet Ventures and Atkinson have marketed and sold the Hoodia and male enhancement pills on at least hundreds of Internet Web sites often titled "Herbal Kings," "Elite Herbals" or "Express Herbals."
27. To induce consumers to purchase the Hoodia gordonii pills, Defendants Inet Ventures and Atkinson have made the following statements on their Web sites:

HoodiaGordonii WEIGHTLOSS BREAKTHROUGH

FAST EFFECTIVE WEIGHT LOSS

Hoodia Gordonii Plus Reduces Your Appetite in Minutes

Hoodia Gordonii is the Fastest, Most Effective Weight Loss Supplement Available

* * *

The discovery of the active ingredient in the Hoodia gordonii plant is proven with clinical research to suppress one's appetite by up to 2000 calories a day.

* * *

**Lose weight Fast!
Certified 100% Pure South African Hoodia
Feel Full Faster and Stay Full Longer
Safe Weight Loss with No Side Effects
Suppress Your Appetite**

* * *

How long does Hoodia Gordonii take to work?

The consensus is that hoodia can take up to 1 to 2 weeks to kick in, however, many people notice the appetite suppressing effects within 1/2 hour of taking a dose of hoodia.

* * *

How fast will I lose weight with the Hoodia Diet Pill?

Studies done in Leicester, England have shown that people using the Hoodia gordonii diet pill reduce their calorie intake by up to 1000 calories a day and when you put that into pounds lost it may equate up to 4-6 pounds a week.

28. To induce consumers to purchase the VPXL male enhancement pills, Defendants Inet Ventures and Atkinson have made the following statements on their Web sites:

expressherbals
no1 penis enlargement supplement worldwide!

* * *

A breakthrough in herbal Science has created a pill that has been designed specifically for penis enlargement. The tests that took place over a 6 month period showed that out of the 5,000 Males from around the world who participated, the average gain after 5 months of taking VPXL pills was 3.02 Inches! Amazing, PERMANENT RESULTS that will last.

- Gain 3+ Inches In Length. . . .
- 100% Safe to Take, With NO Side Effects.

* * *

Unlike pumps, weights and surgery, VPXL delivers results that are safe and permanent! When you reach the growth size that you want to achieve, you no longer need to take VPXL. GRADUAL penis enlargement is the key to effective permanent results.

* * *

VPXL is 100% natural with no known side effects. All growth is permanent.

* * *

Frequently Asked Questions

What is VPXL?

It is a 100% safe and natural herbal formula designed to enlarge your penis size when used as we recommend.

* * *

Are there any side effects?

No, VPXL Pills do not cause any known adverse side effects.

Ingredients?

Vitamin E 20 IU
soya protein concentrate 250 mg

Extracts:

Mucuna pruriens 75 mg
Asteracantha longifolia 75 mg
Pueraria tuberosa 75 mg
Withania somnifera 50 mg
Tribulus terrestris 50 mg
Albizzia lebeck 50 mg

Powders:

Argyerin speciosa seed 100 mg
Valeriana wallichii 25 mg

What kind of increase can I expect?

You can expect an increase ranging from 1 to 4 inches after a 4 month supply, but we do recommend the 6 month package for better results and higher savings.

* * *

What type of herbs are used in VPXL Pills?

VPXL Pills are a unique blend of all natural and FDA approved ingredients.

29. To induce consumers to purchase the ManSter, Xtrasize+, Megadik, Man XL, LNH Solutions, MaxGain+ and PowerEnlarge male enhancement pills, Defendants Inet Ventures and Atkinson have made statements on their Web sites substantially identical to those in Paragraph 28 above.
30. Despite statements that the male enhancement pills are a 100% safe and herbal formula, VPXL male enhancement pills sold by Defendants Inet Ventures and Atkinson have contained a pharmaceutical drug used to treat male erectile dysfunction that has known side effects and that may not be safe for certain individuals.

Pharmaceutical Medication Sales

31. Since at least December 2007, Defendants Inet Ventures and Atkinson have engaged in a joint venture with the Smith Enterprise to market and sell pharmaceutical medication on

at least hundreds of Internet Web sites. Defendants' Web sites are often titled "Target Pharmacy" or "Canadian Healthcare."

32. To induce consumers to purchase medication from "Target Pharmacy," Defendants make the following statements on their Web sites:

**TARGET pharmacy
#1 Online Pharmacy Store**

Why purchase from Target Pharmacy?

Our pharmacies are licensed to ship medication to all countries in the world, and employ licenced pharmacists to provide you with the highest standards of pharmaceutical care. All medication is obtained from legitimate pharmaceutical wholesalers, so you can rest assured that you are receiving the same medication as you would at your neighborhood pharmacy.

* * *

Our physicians are U.S. licensed. We use only board certified physicians and U.S. licensed pharmacies.

* * *

Target Pharmacy combines all the benefits of Internet Pharmacy and your local community Pharmacy. . . . We've been delivering on this promise for more than 7 years. And today with about 80,000 satisfied customers, 6 distribution centers, regional business offices, and 24/7 customer support in Woonsocket, R.I., we are well positioned to continue that growth and introduce our special brand of service to a diverse group of new customers in communities and neighborhoods across the globe. . . . Target Pharmacy is your convenient, safe and private online source for approved pharmacy prescriptions. We sell exact generic equivalents of US FDA approved prescription drugs through our fully-licensed pharmacies. In our team, board certified urologists and endocrinologists have come together to set up this comprehensive infrastructure to supply effective drugs at competitive prices. . . . We work under highest security standards. All our order pages are being obligatory [sic] secured with SSL certificates.

* * *

Are the products you offer FDA approved?

A: The products we sell are manufactured and shipped from India. All of them are approved by INDIAN FDA for export.

Where are your Physicians Licensed?

A: Our physicians are U.S. licensed. We use only board certified physicians and U.S. licensed pharmacies.

What happens when I submit my order?

A: Your order is dispatched through our order system to a licensed physician who will review the information you have submitted and approve or decline your request.

When your order is approved, the physician will then write your prescription and our ordering system will ensure that it is sent to the pharmacy where it will be filled and shipped.

* * *

What is your privacy policy?

A: We are fully dedicated to your privacy and security. Please refer to the current privacy policy in the terms & conditions sections of our order page.

Rest assured that our online order system makes use of the latest Security encryption technology to ensure that your credit card information is submitted safely and with the highest level of protection. All of our computer systems undergo regular security checks to ensure that our ordering system is properly protected.

* * *

Personal Information Security

Target Pharmacy treats your personal information (including credit card data) with the highest level of security. We are a Secure Socket Layer (SSL) Technology. This is the most advanced form of security for transactions over the Internet. It means that when you place an order online your personal information is encrypted using SSL encryption technology before being sent over the Internet. It makes it virtually impossible for your credit card details to be intercepted or stolen while being transmitted to our server. Your personal information is always stored in encrypted form in a secure database to prevent theft.

The challenge of all web privacy and security codes are constantly changing. Target Pharmacy will always remain up-to-date with the use of fire walls and Secure Socket Layer (SSL) technology to help ensure that your information is protected and safe.

33. To induce consumers to purchase medication from “Target Pharmacy,” Defendants’ Web sites contain a seal that reads “1906-2006 FDA Centennial.” Under the seal is language that reads “Approved by American Drug Administration.”
34. To induce consumers to purchase medication from “Canadian Healthcare,” Defendants make statements on their Web sites substantially identical to those in Paragraphs 32 and 33 above.
35. To induce recipients to visit the Web sites and purchase medication, commercial email messages promoting pharmacy Web sites operated by Defendants, or their agents, include subject lines such as: “**Claim your FreeViagraPills from us, FDA Pharmacy Online! 75-90% OFF!**” and “**Impotence pills as approved by FDA.**”
36. Defendants do not operate a bona fide U.S. licensed pharmacy that employs board certified urologists and endocrinologists.
37. Defendants dispense drugs that are not approved by the U.S. Food and Drug Administration.
38. In numerous instances, the Web sites selling medication operated by Defendants, or their agents, have not employed SSL technology or other encryption for the transmission of personal or financial information.

“Spam” Practices

39. Defendants have utilized an expansive network of affiliates who send commercial email messages to market and sell Defendants’ products. Defendants regularly pay commissions to these affiliates for generating product sales. Defendant Lance Atkinson has managed the affiliates utilizing the Web sites www.sancash.com and www.affking.com.

40. Defendants “initiate” a commercial email message when they have either originated or transmitted a message themselves or have procured the origination or transmission of a message through payments or other consideration, or inducements.
41. Defendants are “senders” with respect to a commercial email message when they have initiated a message and it is Defendants’ Web sites that are being advertised or promoted by such message.
42. Defendants have initiated commercial email messages for the “herbal” products and pharmaceutical medication discussed above. Defendants also have initiated commercial email messages for replica watches that have been marketed on at least hundreds of Web sites titled “King Replica.”
43. Defendants have initiated commercial email messages containing materially false or misleading header information. In many instances, the email contains an originating email address that was not assigned by the email service provider or was used without the authorization of the subscriber who obtained the email address from the email service operator. In other instances, the email message fails to identify accurately the computer used to initiate the message because the email message was relayed or retransmitted through another computer for purposes of disguising its origin.
44. Defendants’ commercial email messages fail to include any notification to recipients of their ability to decline receiving future email messages from Defendants, and they fail to include a reply email address or other mechanism that recipients can use to decline receiving future email messages from Defendants.
45. Defendants have initiated commercial email messages that failed to include a valid physical postal address of the sender.

VIOLATIONS OF SECTION 5 OF THE FTC ACT

46. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or deceptive acts or practices in or affecting commerce. Section 12(a) of the FTC Act, 15 U.S.C. § 52(a), prohibits the dissemination of any false advertisement in or affecting commerce for the purpose of inducing, or which is likely to induce, the purchase of food, drugs, devices, services or cosmetics. For the purpose of Section 12 of the FTC Act, the Hoodia product and the male enhancement pills sold by Defendants Atkinson and Inet Ventures are “foods” or “drugs” as defined in 15 U.S.C. §§ 55(b), (c). The offering for sale and sale of medical consultations and prescription medications by Defendants is a “service” for purposes of Section 12 of the FTC Act, 15 U.S.C. § 52.
47. As set forth below, Defendants have engaged in unlawful practices in violation of Sections 5(a) and 12 of the FTC Act in connection with the marketing and/or sale of the Hoodia product, the male enhancement pills and pharmaceutical medication.

COUNT I

Unlawful Claims Regarding Hoodia Products

48. Through the means described in Paragraphs 25-27 and 39-42 above, Defendants Inet Ventures and Atkinson have represented, expressly or by implication, that:
- a. their Hoodia product causes rapid and substantial weight loss, including as much as four to six pounds per week; and
 - b. clinical research proves that the ingredient in the Hoodia product reduces a users’ caloric intake by as much as 2000 calories per day.

49. The representations set forth in Paragraph 48 are false or were not substantiated at the time they were made. Therefore, the making of the representations set forth in Paragraph 48 constitutes a deceptive practice, and the making of false advertisements, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

COUNT II

Unlawful Claims Regarding Male Enhancement Pills

50. Through the means described in Paragraphs 25, 26, 28, 29, and 39-42 above, Defendants Inet Ventures and Atkinson have represented, expressly or by implication, that their male enhancement pills:

- a. are composed of a 100% natural herbal formula;
- b. are 100% safe with no side effects; and/or
- c. can permanently increase the size of a man's penis by up to four inches in length.

51. The representations set forth in Paragraph 50 are false or were not substantiated at the time they were made. Therefore, the making of the representations set forth in Paragraph 50 constitutes a deceptive practice, and the making of false advertisements, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

COUNT III

Unlawful Claims Regarding Pharmaceutical Medication

52. Through the means described in Paragraphs 31-35 and 39-42 above, Defendants have represented, expressly or by implication, that:

- a. they are a bona fide U.S. licensed pharmacy that employs board certified urologists and endocrinologists; and/or
- b. they dispense U.S. FDA approved drugs.

53. In truth and in fact, Defendants:
- a. are not a bona fide U.S. licensed pharmacy that employs board certified urologists and endocrinologists; and/or
 - b. dispense drugs that are not approved by the U.S. FDA.
54. Therefore, the representations set forth in Paragraph 52 are false and misleading and constitute a deceptive act or practice, and the making of false advertisements, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

COUNT IV

Unlawful Web Site Security Claims

55. Through the means described in Paragraphs 31-34 above, Defendants have represented to their customers, expressly or by implication, that the information customers provide to Defendants' Web sites selling pharmaceutical medication is encrypted and that Defendants use an SSL secure connection when transmitting this information over the Internet.
56. In truth and in fact, Defendants' Web sites selling pharmaceutical medication often are not encrypted, and Defendants do not use an SSL secure connection when transmitting this information over the Internet.
57. Therefore, the representations set forth in Paragraph 55 are false and misleading and constitute a deceptive act or practice, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE CAN-SPAM ACT

58. CAN-SPAM became effective on January 1, 2004, and has since remained in full force and effect.

59. Section 5(a)(1) of CAN-SPAM, 15 U.S.C. § 7704(a)(1), states:

It is unlawful for any person to initiate the transmission, to a protected computer, of a commercial electronic mail message . . . that contains, or is accompanied by, header information that is materially false or materially misleading.

60. Section 5(a)(6) of CAN-SPAM, 15 U.S.C. § 7704(a)(6), states:

For purposes of [section 5(a)(1)], the term “materially”, when used with respect to false or misleading header information, includes the alteration or concealment of header information in a manner that would impair the ability of an Internet access service processing the message on behalf of a recipient, a person alleging a violation of this section, or a law enforcement agency to identify, locate, or respond to a person who initiated the electronic mail message or to investigate the alleged violation, or the ability of a recipient of the message to respond to a person who initiated the electronic message.

61. Section 5(a)(3) of CAN-SPAM, 15 U.S.C. § 7704(a)(3) states:

It is unlawful for any person to initiate the transmission to a protected computer of a commercial electronic mail message that does not contain a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that –

(i) a recipient may use to submit, in a manner specified in the message, a reply electronic mail message or other form of Internet-based communication requesting not to receive future commercial electronic mail messages from that sender at the electronic mail address where the message was received; and

(ii) remains capable of receiving such messages or communications for no less than 30 days after the transmission of the original message.

62. Section 5(a)(5)(A) of CAN-SPAM, 15 U.S.C. § 7704(a)(5)(A) states:

It is unlawful for any person to initiate the transmission of any commercial electronic mail message to a protected computer unless the message provides:

- (i) clear and conspicuous identification that the message is an advertisement or solicitation;
- (ii) clear and conspicuous notice of the opportunity under [section 5(a)(3)] to decline to receive further commercial electronic mail messages from the sender; and
- (iii) a valid physical postal address of the sender.

63. Section 7(a) of CAN-SPAM, 15 U.S.C. § 7706(a), states:

[T]his Act shall be enforced by the [FTC] as if the violation of this Act were an unfair or deceptive act or practice proscribed under section 18(a)(1)(B) of the [FTC Act] (15 U.S.C. 57(a)(1)(B)).

COUNT V

64. In numerous instances, Defendants have initiated the transmission, to protected computers, of commercial email messages that contained, or were accompanied by, header information that is materially false or materially misleading.

65. Defendants' acts or practices, as described in Paragraph 64 above, violate 15 U.S.C. § 7704(a)(1).

COUNT VI

66. In numerous instances, Defendants have initiated the transmission, to protected computers, of commercial email messages that advertise or promote Defendants' Internet Web sites, products or services, and do not include:

- a. a clear and conspicuous notice of the recipient's opportunity to decline to receive further commercial electronic mail messages from Defendants at the recipient's electronic mail address; and/or
- b. a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that a recipient could use to submit a reply electronic mail message or other form of Internet-based communication requesting not to receive future commercial electronic mail messages from Defendants at the electronic mail address where the message was received, and that remains capable of receiving such messages or communications for no less than 30 days after the transmission of the original message.

67. Defendants' acts or practices, as described in Paragraph 66 above, violate 15 U.S.C. § 7704(a)(5)(A)(ii) and/or § 7704(a)(3).

COUNT VII

68. In numerous instances, Defendants have initiated the transmission, to protected computers, of commercial email messages that advertise or promote Defendants' Internet Web sites, products, or services and do not include the senders' valid physical postal address.

69. Defendants' acts or practices, as described in Paragraph 68 above, violate 15 U.S.C. § 7704(a)(5)(A)(iii).

CONSUMER INJURY

70. Consumers throughout the United States and beyond have suffered, and continue to suffer, substantial monetary loss and other injury as a result of Defendants' unlawful acts or practices. In addition, Defendants have been unjustly enriched as a

result of their unlawful practices. Absent injunctive and other equitable relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

71. Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, empowers this Court to grant injunctive and other ancillary equitable relief to prevent and remedy Defendants' violations of the FTC Act, and in the exercise of its equitable jurisdiction, to award redress to remedy the injury to individuals and businesses, to order the disgorgement of monies resulting from Defendants' unlawful acts or practices, and to order other ancillary equitable relief. A violation of CAN-SPAM may be remedied in the same manner as a violation of the FTC Act, 15 U.S.C. § 7706.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, Section 7(a) of CAN-SPAM, 15 U.S.C. § 7706(a), and the Court's own equitable powers, requests that the Court:

1. 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, including, but not limited to, temporary and preliminary injunctions and an order freezing assets;
2. Enter a permanent injunction to prevent future violations of the FTC Act and the CAN-SPAM Act by Defendants;
3. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the CAN-SPAM Act,

including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

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

Respectfully submitted,

William Blumenthal
General Counsel



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