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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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|---------------------------|---|----------|
| FEDERAL TRADE COMMISSION, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Case No. |
| |) | |
| CARLTON PRESS, INC., |) | |
| CARLTON PRESS, LTD., and |) | |
| KIM FLEMING BO WEISS, |) | |
| |) | |
| Defendants. |) | |

COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF

Plaintiff Federal Trade Commission (“Commission”), by its undersigned attorneys, for its complaint alleges:

1. The Commission brings this action under Section 13(b) of the Federal Trade

Commission Act (“FTCn Ace8n”), 15 U.S.C. § 53(b), to secure permanent injunctive relief, rescission of contracts, restitution, disgorgement, other redress, and other equitable relief against Defendants for engaging in unfair or deceptive acts or practices in violation of Section 5(a) of the FTCn Ac, 15 U.S.C. § 45(a).

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over Plaintiffe8n2s claims pursuant to 28 U.S.C. §§ 1331(a), 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

3. Venue in the Southern District of New York is proper under 28 U.S.C. § 1391(b), (c), and (d) and 15 U.S.C. § 53(b).

THE PARTIES

4. Plaintiff Federal Trade Commission is an independent agency of the United States government created by the FTCn Ac, 15 U.S.C. §§ 41-58. The Commission enforces the FTCn Ac, 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 FTCn Ac, and to secure such equitable relief as is appropriate in each case, including restitution and disgorgement. 15 U.S.C. § 53(b).

5. Defendant Carlton Press, Inc. is a Delaware company with its principal place of business at Refsnasgade 44, Copenhagen Denmark and mailing addresses of 350 Fifth Avenue, Suite 3304, New York, New York; 2 Harrington Road, Leytonstone, London England; and Valkendorfgade 4, Copenhagen Denmark. Carlton Press, Inc. transacts or has transacted business in this district.

6. Defendant Carlton Press, Ltd. is an English company with its principal place of business at Refsnasgade 44, Copenhagen Denmark and mailing addresses of 350 Fifth Avenue, Suite 3304, New York, New York; 2 Harrington Road, Leytonstone, London England; and Valkendorfgade 4,

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.

11. 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.

12. 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.

13. 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.

14. 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.

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 11 major 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.

DEFENDANTS' BUSINESS PRACTICES

17. Since at least October 2000, Defendants have conducted a nationwide scheme to market and sell fake "international driving licenses" through the Internet. Defendants have maintained two websites, www.offshore-manual.com. and www.internationaldrivinglicense.com, on which Defendants offer for sale their phony international driving licenses, as well as alleged academic degrees, passports and other purported identification documents, and numerous books on privacy, asset protection and tax avoidance. Consumers interested in Defendants' international driving licenses are

hyperlinked to a webpage www.offshore-manual.com/InternationalDrivingPermit.html for more information.

18. Defendants' websites include, among others, the following statements:
 - a. There is no government on earth that issues an International Driving or Operators Permit. They are issued under the authority of International Law and the Law of Nations in accordance with N.A.T.O, and the Convention of International Road Traffic [sic] of 19 September, 1949. It is International Law and Contract Law between countries that authorizes the issuance of any type of International Driver Permit. Contrary to popular belief, businesses like AAA, PATA [sic] and others DO NOT have a monopoly on the issuance of IDP's. These organizations are actually restricted (as legal fictions) to whom they can or cannot issue IDP's (to other legal fictions.)
 - b. The International Driving Permit cannot be assessed points, revoked or suspended!
 - c. Carlton Press has been authorized by the International Travel Association (ITA) to issue your International Driving Permit for the country of your choice!
 - d. This International Driving Permit meets every requirement of the Convention on International Road Traffic, and covers all types of vehicles from motorcycles to heavy trucks.
 - e. A successful IDP holder DOES NOT: (1) carry any ID in or out of his automobile that is in conflict with his new ID; (2) have an automobile registered in his name. Rather, his automobile is registered in another name, or to a trust, and carries a 'permission to use' letter from the registered owner.
 - f. A successful IDP holder's position if ever confronted is always: I am an American (or, nationality printed on IDP.) I live and work abroad. I am here on vacation. I am a nonresident. I am borrowing the car. If I have committed [sic] a crime, then arrest me, cite me, or let me go. Then SHUT YOUR MOUTH, AND ADMIT NOTHING!
 - g. Police officers are not trained in Law or International Law! They operate under police procedure and have been given the power of 'discretion.' Many officers have no knowledge and have never even seen an IDP. Some may even tell you that an IDP is not valid. Never argue the subject of validity, as police officers

hate to appear ignorant. If anything, simply state that the IDP was purchased in the 'country of issue,' and to the best of your knowledge and belief it is perfectly lawful.

19. Defendants' international driving license costs \$147, or two for \$199. Consumers can purchase Defendants' international driving license using a credit card, certified check, cashier's check, money order, wire transfer, or Western Union money transfer. To purchase, consumers must mail to Defendants (at their New York address) the following information: name of the holder of the international driving license, two passport size photos, place of birth, date of birth, country of issue (consumers are encouraged to list a foreign country), type of vehicle driven, and the required fee (if paid by check or money order). Consumers can also send the required information electronically by email (the picture sent can be in electronic format).

20. Within several weeks of purchase, consumers receive an airmail package from Defendants containing the international driving license. The airmail package is postmarked from Copenhagen, Denmark.

21. The words "United Nations" appears across the top of the front cover of Defendants' international drivers license. Underneath the words "United Nations," Defendants' international driver's license displays the logo of the "International Travel Association," followed by the signature of the purported association's agent. The other pages of Defendants' IDP are identical to those in a valid IDP, except that the last page contains the seal of the "International Travel Association." The International Travel Association is not authorized to issue IDPs in the U.S.

VIOLATIONS OF SECTION 5 OF THE FTC ACT

COUNT I

22. In numerous instances, Defendants represent, expressly or by implication, that Defendants' international driving license authorizes consumers to drive legally in the United States.

23. In truth and fact, Defendants' international driving license does not authorize consumers to drive legally in the United States.

24. Therefore, the representations set forth in paragraph 22 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

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

26. In truth and fact, consumers who purchase Defendants' international driving license cannot use Defendants' international driving license to avoid points for traffic violations and avoid sanctions for driving with a suspended or revoked driver's license.

27. Therefore, the representations set forth in paragraph 25 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

28. In numerous instances, Defendants represent, expressly or by implication, that their international driving 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.

29. In truth and fact, Defendants' international driving 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.

30. Therefore, the representations set forth in paragraph 28 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

31. Consumers throughout the United States have been injured and will continue to be injured by Defendants' violations of the FTC Act as set forth above. In addition, Defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public.

THIS COURT'S POWER TO GRANT RELIEF

32. 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 Defendants 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