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Federal Trade Commission Act ("FTC Act"), 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 deceptive
acts or practices in violation of Section 5(a) of the FTC Act,
15 U.S.C. § 45(a).

JURISDICTION AND VENUE

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

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

THE PARTIES

Plaintiff, the 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 Yad Abraham, also known as Tim Thorn and Timothy Thorn, does business as Sharpthorn Internet Solutions, which has a mail drop address of 12056 Mount Vernon Avenue, Suite 232, Grand Terrace, California. Defendant Abraham resides at 22814 Fairburn Drive, Grand Terrace, California. Individually or in concert with others, Defendant Abraham directs, controls, formulates or participates in the acts and practices set forth herein. Defendant Abraham resides, transacts, or has transacted business in this District.

Defendant Internex, LLC is a California limited liability company with a mail drop address at 12056 Mount Vernon Avenue, Suite 232, Grand Terrace, California. Internex transacts or has transacted business in this District.

Defendants operate together as part of a common enterprise to market a product they

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.

   The Road Traffic Convention provides that
IDPs must be issued by the government of a
signatory country or by its designated
association, and 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.
These requirements ensure that IDPs are
issued only to persons who hold a valid
driver's license from their home country.
These requirements also ensure that
translations in IDPs are truthful and
accurate.

   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.

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.

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.

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.

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 in the U.S. 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.

e. It cannot be used in the U.S. as an identification document in the same way a person can use a government-issued photo-identification document.

DEFENDANTS' BUSINESS PRACTICES

Since at least January 1999, Defendants have conducted a nationwide scheme to sell their international drivers' licenses through the www.drivelegal.com website, email solicitations sent to consumers throughout the country, and in-bound telemarketing calls.

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telephone numbers provided on Defendants'
website or email that, among other things,
they can use Defendants' international
driver's license to drive legally in the
U.S.; they can use Defendants' international
driver's license to avoid points because the
name the caller would use on the
international driver's license would not be
found in any state's department of motor
vehicles database; they probably would not
receive a ticket if they presented
Defendants' international driver's license
when stopped by the police for a driving
offense; and they can use Defendants'
international driver's license to rent cars
and to obtain automobile insurance.

 Defendants' international driver's license
application asks the purchaser to supply the
name, date of birth, and country of birth
that is to appear on the international
driver's license. Defendants' application
advises purchasers to use their middle name
as their first name and advises married
women to use their maiden name. Defendants
do not require purchasers to provide a copy
of their government-issued license or any

other proof of their identity.

Consumers can purchase Defendants' international driver's license by check, money order, or cash on delivery. Defendants' international driver's license, which they claim is valid for 10 years, costs $350.00, plus shipping and handling costs. Once Defendants receive an order, they ship to consumers their international driver's license package. It includes a "Terms of Use Agreement," a copy of the Road Traffic Convention, and the international driver's license.

The front cover of Defendants' international driver's license has the words "Commonwealth of the Bahamas" printed across the top. The words "Issued at Nassau, Commonwealth of the Bahamas" appear directly underneath and a logotype that includes the letters "ABM" appears in the middle of the page. A seal appears on the last page of Defendants' international driver's license. The letters "ABM" appear in the middle of the seal and the words "Association of Bahamian Motorists," are arranged around these letters. The name "Association of Bahamian

VIOLATIONS OF SECTION 5 OF THE FTC ACT

COUNT I

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

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

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 II

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

In truth and fact, consumers who purchase Defendants' international driver's license

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cannot use Defendants' international driver's license to avoid points and avoid sanctions for driving with a suspended or revoked driver's license.

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).

<div align="center">COUNT III</div>

In numerous instances, Defendants represent, expressly or by implication, that their international driver's licenses 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.

In truth and fact, Defendants' international driver's licenses 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.

Therefore, the representations set forth in paragraph 31 are false and misleading and constitute deceptive acts and practices in

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violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

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

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 from engaging in 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 Defendants' 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: _____, 2003   Respectfully submitted,

                                      WILLIAM E. KOVACIC
                                      General Counsel

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                                      Lemuel W. Dowdy

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