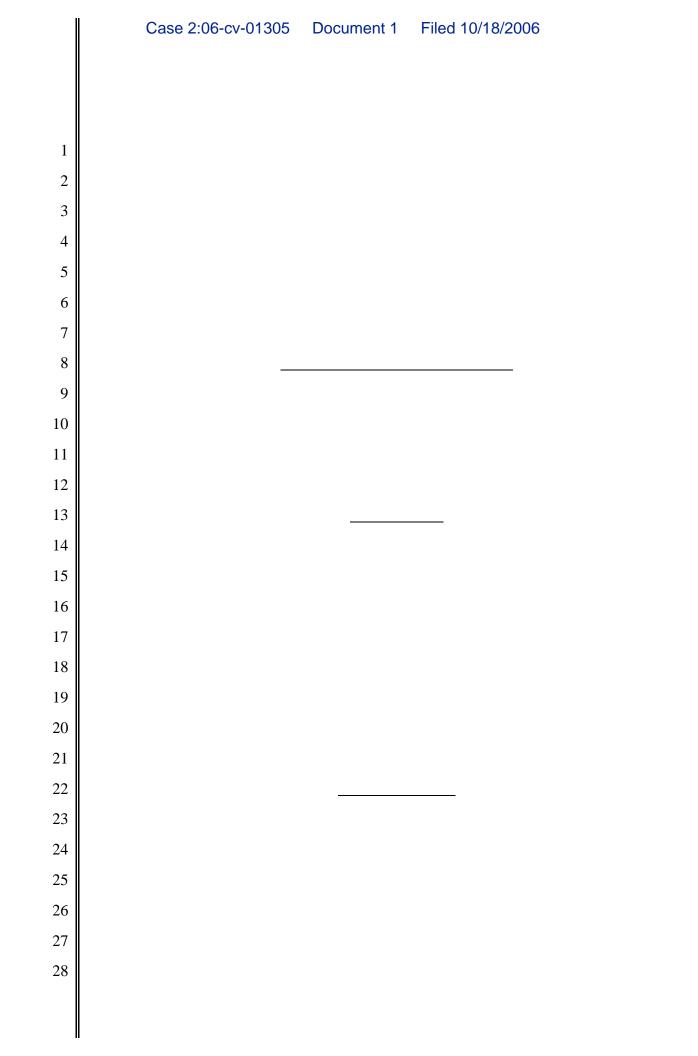
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resided in Las Vegas, Nevada. At times material to this Complaint, acting alone or in concert with others, John Rincon has formulated, directed, controlled or participated in the acts and practices of NPIGC, including the acts and practices set forth in this Complaint. John Rincon transacts or has transacted business in the District of Nevada.

COMMERCE

7. At all times relevant 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.

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DEFENDANTS' BUSINESS PRACTICES

10 8. Since at least 2004, and continuing thereafter, defendants have conducted mass mailing campaigns directed to hundreds of thousands of consumers throughout the 11 12 United States. Defendants send personalized printed mailers to consumers. These 13 mailers represent that the consumer to whom the mailing is addressed has won a 14 substantial cash prize, often represented to be worth over \$3 million. Some of 15 defendants' mailers represent that there is an as-yet "uncollected" but "confirmed prize" 16 in the consumer's name (see, e.g., Attachment A). Some of the mailers represent that 17 "unawarded money" has been "located and documented" in the consumer's name (see, e.g., Attachment B). Some of the mailers are entitled "Authorization to Disburse," and 18 19 refer to a "guaranteed cash/prize amount" in the seven-figure range (see, e.g., 20 Attachment C). Many of defendants' mailers urge the consumer to respond immediately.

Defendants' mailers sometimes contain language in small print that refers in
vague terms to a "newsletter" produced by defendants. This language does not expressly
inform the mailer recipient that he or she has not won a prize.

9. Defendants' mailers represent that consumers must send \$20.00 or some
 other specified fee to defendants in order to receive their prize. Consumers who pay the
 fee to defendants do not receive the promised prize. Instead, some consumers receive
 written information about how to enter sweepstakes. In addition, many consumers
 receive additional mailers from the defendants that solicit funt1n Td(st)Tj0.0pd0if6d(on)Tj/csv3 0Bze.v

1 ancillary relief to remedy injury caused by Defendants' law violations.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff Federal Trade Commission, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and the Court's own equitable powers, requests that the Court:

 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 by
 Defendants;

Award such relief as the Court finds necessary to redress injury to
 consumers resulting from Defendants' violations of the FTC 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