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EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

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TEXAS-EASTERN

BY \_\_\_\_\_

Federal Trade Commission,

Plaintiff,

v.

Think All Publishing, L.L.C. and

Yuri Minskovsky,

Defendants.

Civil Action No. 4:07 CV 11

**COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF**

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

1. Plaintiff, Federal Trade Commission, brings this action under Sections 5(a) and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) and 53(b), and the

**JURISDICTION AND VENUE**

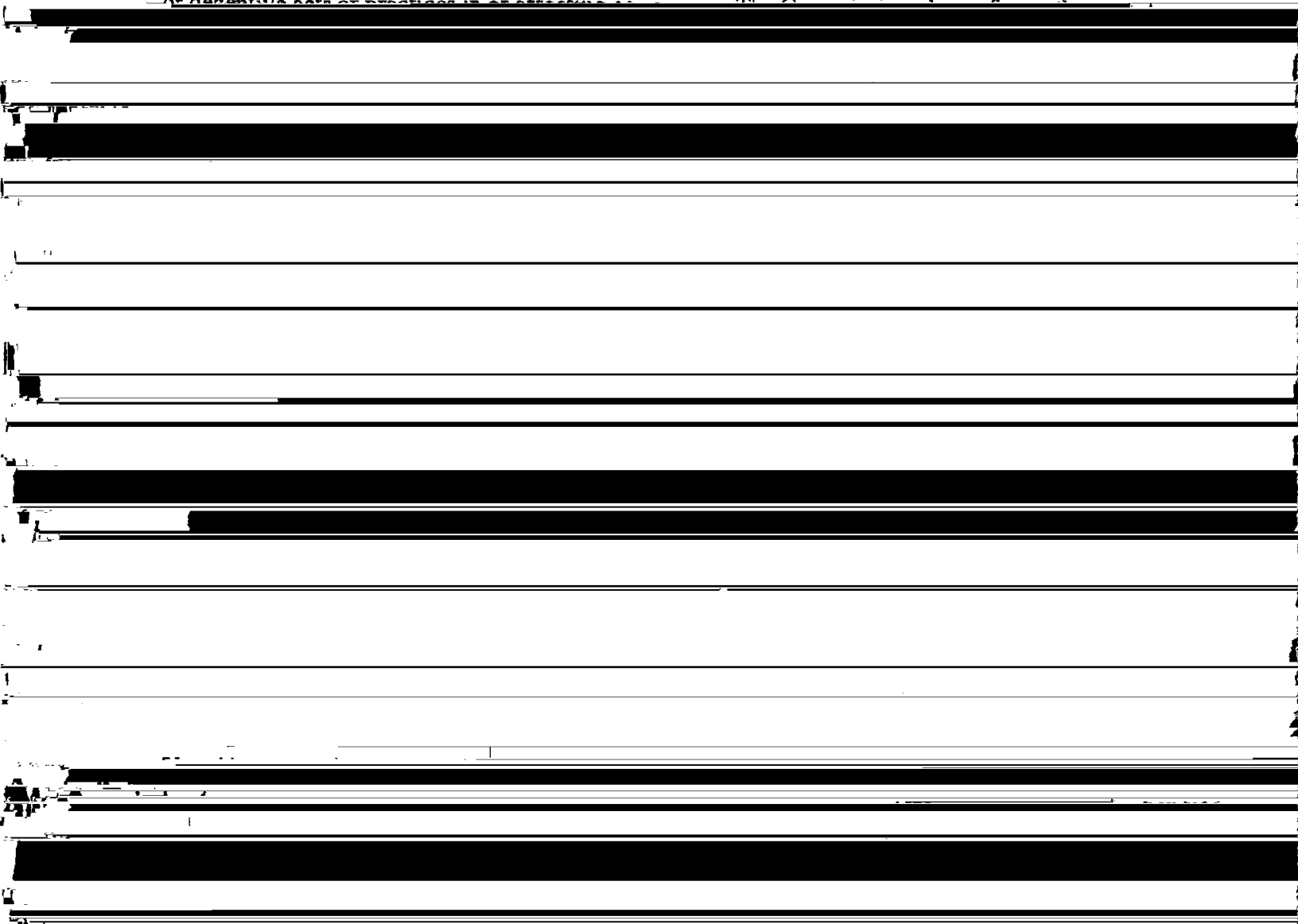
2. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. §§ 45(a) and 53(b), and 28 U.S.C. §§ 1331, 1337(a), and 1345.

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

**PLAINTIFF**

4. Plaintiff, Federal Trade Commission, is an independent agency of the United States Government created by statute, 15 U.S.C. §§ 41-58. The Commission is charged, *inter alia*, with enforcement of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair

or deceptive acts or practices in or affecting commerce.



6. Defendant Yuri Minskovsky is a member, president, and owner of Think All. At all

times, defendant Yuri Minskovsky acted in concert with other defendant Yuri

defendant Think All, including the various acts and omissions set forth in this Complaint. He

10. Consumers generally are not surprised to find that the computer software is free

since the software is "free" software that is available for download from the Internet.

charge. Consumers believe that defendants are making the free software offer as a means of

promoting their business and increasing their sales.

11. Consumers who wish to receive the free software provide their names, addresses, and credit or debit card numbers on an online order form. Before consumers are able to complete

the transaction, they must check a box on the online order form indicating that they have read and

must send back two of the four "free" CDs within 10 days or they will be charged a fee of \$39.00 to \$49.00. It also states that consumers are automatically enrolled in a software continuity program in which they periodically will be sent more computer software CDs. Furthermore, the document discloses that consumers will be charged \$39.00 to \$49.00 for each shipment of CDs if they do not return them within 10 days. In contrast to these nine point type disclosures, the initial

"free" offer advertisement is in much larger 14 point type

14. The "Terms of Use" document is an unsuccessful attempt to rescind defendants'

for software offer. This document fails to clearly and conspicuously disclose to consumers that:

(1) they must send back two of the "free" software CDs within 10 days to avoid being charged for them, and (2) they have automatically been enrolled in a software continuity program.

15. Consumers typically receive the four free computer software CDs they ordered

charged them for two of the "free" CDs.

17 Typically, consumers do not learn about the continuity plan in which they are

defendants have failed to disclose to consumers the fact that they are

22. In truth and in fact, in numerous instances, consumers did not receive four "free" computer software CDs after they paid a nominal shipping and handling charge.

23. Therefore, the defendants' representation as set forth in Paragraph 21 is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**COUNT II**

24. In numerous instances, in connection with the marketing, offering for sale, or sale of computer software CDs, defendants have represented, expressly or by implication, that consumers who pay a nominal shipping and handling charge to receive four "free"

COUNT III

27

In numerous instances, in connection with the marketing offering for sale or sale

of computer software CDs, defendants have caused charges to be submitted for payment for the

initially "free" CD shipments and for the subsequent computer software CD shipments

without the express informed consent of consumers.

28. Defendants' practice of causing charges to be submitted for payment for the

initially "free" CD shipments and for the subsequent computer software CD shipments



UNORDERED MERCHANDISE STATUTE VIOLATIONS

COUNT IV

32 In numerous instances in conjunction with the marketing of [redacted]

defendants, who are not a charitable organization soliciting contributions, have mailed packages of computer software CDs to consumers without the prior expressed request or consent of the recipients and without identifying them as free samples, thereby violating Section (a) of the

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

**PRAYER FOR RELIEF**

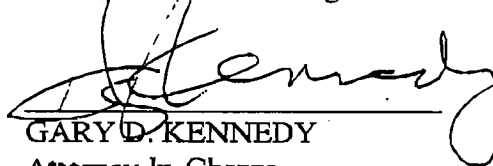
WHEREFORE plaintiff Federal Trade Commission, pursuant to Section 13(b) of the

[REDACTED]

1. Award plaintiff such preliminary injunctive and ancillary relief as may be

Dated: 1/9/07

Respectfully submitted,

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