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11  
12 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
13 WESTERN DIVISION

14 \_\_\_\_\_ )  
FEDERAL TRADE COMMISSION, )  
15 )  
Plaintiff, )  
16 )  
v. )  
17 ) Civil Action  
YAD ABRAHAM, also known as ) No.  
18 TIM THORN and TIMOTHY THORN, )  
individually and doing business as )  
19 SHARP THORN INTERNET SOLUTIONS )  
and INTERNEX, LLC. )  
20 ) COMPLAINT FOR  
INJUNCTIVE AND OTHER  
21 ) RELIEF  
Defendants. )  
22 \_\_\_\_\_ )

23  
24 COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF  
25 Plaintiff, the Federal Trade Commission  
26 ("Commission"), by its undersigned  
27 attorneys, for its complaint alleges:

28 The Commission brings this action under Section 13(b) of the

1 Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b),  
2 to secure permanent injunctive relief, rescission of  
3 contracts, restitution, disgorgement, other redress, and other  
4 equitable relief against Defendants for engaging in deceptive  
5 acts or practices in violation of Section 5(a) of the FTC Act,  
6 15 U.S.C. § 45(a).

7  
8 **JURISDICTION AND VENUE**

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

13 **Venue in the United States District Court**  
14 **for the Central District of California is**  
15 **proper under 28 U.S.C. § 1391(b) and (c) and**  
16 **15 U.S.C. § 53(b).**

17  
18 **THE PARTIES**

19 **Plaintiff, the Federal Trade Commission, is**  
20 **an independent agency of the United States**  
21 **government created by the FTC Act, 15 U.S.C.**  
22 **§§ 41-58. The Commission enforces the FTC**  
23 **Act, which prohibits unfair or deceptive**  
24 **acts or practices in or affecting commerce.**  
25 **The Commission is authorized to initiate**  
26 **federal district court proceedings by its**

1 own attorneys, to enjoin violations of the  
2 FTC Act, and to secure such equitable relief  
3 as is appropriate in each case, including  
4 restitution and disgorgement. 15 U.S.C.  
5 § 53(b).

6 Defendant Yad Abraham, also known as Tim  
7 Thorn and Timothy Thorn, does business as  
8 Sharpthorn Internet Solutions, which has a  
9 mail drop address of 12056 Mount Vernon  
10 Avenue, Suite 232, Grand Terrace,  
11 California. Defendant Abraham resides at  
12 22814 Fairburn Drive, Grand Terrace,  
13 California. Individually or in concert with  
14 others, Defendant Abraham directs, controls,  
15 formulates or participates in the acts and  
16 practices set forth herein. Defendant  
17 Abraham resides, transacts, or has  
18 transacted business in this District.

19 Defendant Internex, LLC is a California  
20 limited liability company with a mail drop  
21 address at 12056 Mount Vernon Avenue, Suite  
22 232, Grand Terrace, California. Internex  
23 transacts or has transacted business in this  
24 District.

25 Defendants operate together as part of a  
26 common enterprise to market a product they  
27

1 refer to as an "international driver's  
2 license."

3  
4 COMMERCE

5 At all times relevant to this complaint,  
6 Defendants' course of trade is in or  
7 affecting commerce within the meaning of  
8 Section 4 of the FTC Act, 15 U.S.C. § 44.  
9

10 BACKGROUND CONCERNING INTERNATIONAL DRIVING PERMITS

11 The United Nations Convention on Road  
12 Traffic of 1949 ("Road Traffic Convention")  
13 was promulgated to establish certain uniform  
14 rules for international road traffic. The  
15 U.S. and over 150 other countries are  
16 signatories to this convention. The  
17 signatory countries allow legally-admitted  
18 visitors from other signatory countries to  
19 drive on their roads, if the visitors have a  
20 valid driver's license issued by another  
21 signatory country or subdivision thereof.

22 The Road Traffic Convention created a  
23 document called an International Driving  
24 Permit ("IDP") to facilitate this reciprocal  
25 agreement. An IDP is a booklet that  
26 translates a person's government-issued  
27

1 driver's license into the official languages  
2 of the United Nations (Arabic, Chinese,  
3 English, French, Russian, Spanish) and up to  
4 six other languages chosen by the issuing  
5 country. Its purpose is to reduce confusion  
6 caused by language barriers between local  
7 police and foreign drivers carrying foreign-  
8 language driver's licenses.

9 The Road Traffic Convention provides that  
10 IDPs must be issued by the government of a  
11 signatory country or by its designated  
12 association, and IDPs must be issued by the  
13 same country that issued the person's  
14 driver's license or by a duly authorized  
15 association designated by that country.  
16 These requirements ensure that IDPs are  
17 issued only to persons who hold a valid  
18 driver's license from their home country.  
19 These requirements also ensure that  
20 translations in IDPs are truthful and  
21 accurate.

22 Valid IDPs must conform to the model set  
23 forth in Annex 10 of the Road Traffic  
24 Convention concerning color, size, and  
25 required information. The name of the  
26 issuing country must be printed at the top

1 of the front cover and a seal or stamp of  
2 that country's governmental unit or  
3 association empowered to issue IDPs must be  
4 affixed to the middle of the front cover.

5 Annex 10 requires the IDP to include the  
6 following five pieces of information about  
7 the driver: surname, other names, place of  
8 birth, date of birth and permanent place of  
9 residence. The signatory country or its  
10 authorized association must affix its seal  
11 or stamp next to the category of vehicles  
12 the driver is licensed to operate. The  
13 driver's photograph and signature must be  
14 affixed on the last page of the IDP.

15 Some countries require visiting tourists to  
16 carry an IDP along with their home country  
17 driver's licenses, but most do not. The  
18 U.S. State Department encourages U.S.  
19 citizens and residents to obtain an IDP and  
20 carry it with their driver's license if they  
21 plan to drive in countries where English is  
22 not the primary language.

23 The U.S. Department of State has designated  
24 the American Automobile Association and the  
25 American Automobile Touring Alliance as the  
26 only organizations authorized to issue IDPs

1 on behalf of the U.S. These organizations  
2 issue IDPs for \$10, but only to persons who  
3 are eighteen years of age or older and have  
4 a valid driver's license issued by a U.S.  
5 state or territory.

6 **A valid IDP does not do the following:**

- 7 a. It does not confer driving privileges; it merely  
8 translates a person's government-issued driver's  
9 license into the six official languages of the  
10 U.N. and up to six other languages.
- 11 b. It does not insulate U.S. citizens or residents  
12 from the legal consequences of driving in the  
13 U.S. without a valid driver's license issued by  
14 a U.S. state or territory.
- 15 c. It does not insulate U.S. citizens or residents  
16 from the legal consequences of driving in the  
17 U.S. when their driver's license has been  
18 suspended or revoked.
- 19 d. It does not insulate U.S. citizens or residents  
20 from having points assessed against their  
21 driver's licenses for violations of state or  
22 territorial traffic laws.
- 23 e. It cannot be used in the U.S. as an  
24 identification document in the same way a person  
25 can use a government-issued photo-identification  
26 document.

1 DEFENDANTS' BUSINESS PRACTICES

2 Since at least January 1999, Defendants have  
3 conducted a nationwide scheme to sell their  
4 international drivers' licenses through the  
5 [www.drivelegal.com](http://www.drivelegal.com) website, email  
6 solicitations sent to consumers throughout  
7 the country, and in-bound telemarketing  
8 calls.

9 Defendants' website contains a full text  
10 reproduction of the Convention and also  
11 makes the following statements:

- 12 a. Drivelegal.com...your legal alternative.
- 13 b. Congratulations! You have found the only  
14 alternative driver's license program that is  
15 100% LEGAL.
- 16 c. We can help you get back on the road even if you  
17 have a suspended or revoked drivers license . .  
18 . Our program is easy to use and completely  
19 legal. In fact, our program is the only legal  
20 alternative available for people with suspended  
21 drivers licenses. There is simply no other way  
22 to drive legally if your government issued  
23 drivers license has been suspended or revoked.
- 24 d. Is this Really Legal? YES! YES! YES!
- 25 e. This license is not connected to any government  
26 database. No record found = no points = lower  
27



1 insurance costs = less hassle and expense  
2 overall.

3 f. Can I drive in my state if I am suspended in any  
4 state? Yes, as a citizen of a country that  
5 holds membership in the United Nations, you have  
6 the right, as long as you are at least 18 years  
7 old and possess the training and physical (and  
8 mental) ability to safely operate motor vehicles  
9 on the public roads.

10 g. Where can I drive with this International  
11 Driver's License? The United Nations currently  
12 has 189 Member Countries and you will be able to  
13 drive legally in all of them except one. You  
14 cannot drive with an International Drivers  
15 License in the country of issue, which in this  
16 case is the Bahamas.

17 h. We strongly recommend that you use your middle  
18 and last name...if the name on the International  
19 Driver License matches any DMV records you will  
20 get points on your record if you get ticket.

21 i. You will be able to obtain auto insurance and  
22 rent cars, too!

23 **Defendants also promote their international**  
24 **driver's license via commercial email**  
25 **solicitations directed to consumers. Much**  
26 **of these email solicitations are unsolicited**



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

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

1 other proof of their identity.

2 Consumers can purchase Defendants'  
3 international driver's license by check,  
4 money order, or cash on delivery.

5 Defendants' international driver's license,  
6 which they claim is valid for 10 years,  
7 costs \$350.00, plus shipping and handling  
8 costs. Once Defendants receive an order,  
9 they ship to consumers their international  
10 driver's license package. It includes a  
11 "Terms of Use Agreement," a copy of the Road  
12 Traffic Convention, and the international  
13 driver's license.

14 The front cover of Defendants' international  
15 driver's license has the words "Commonwealth  
16 of the Bahamas" printed across the top. The  
17 words "Issued at Nassau, Commonwealth of the  
18 Bahamas" appear directly underneath and a  
19 logotype that includes the letters "ABM"  
20 appears in the middle of the page. A seal  
21 appears on the last page of Defendants'  
22 international driver's license. The letters  
23 "ABM" appear in the middle of the seal and  
24 the words "Association of Bahamian  
25 Motorists," are arranged around these  
26 letters. The name "Association of Bahamian

1 "Motorist" is a California fictitious  
2 business name registered to Tim Thorn. The  
3 last page of Defendants' international  
4 driver's license displays the name, date of  
5 birth, and country of birth designated on  
6 the purchaser's application. Defendants  
7 supply an address in the Bahamas, which  
8 appears on the last page as the purchaser's  
9 "permanent place of residence."

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1 VIOLATIONS OF SECTION 5 OF THE FTC ACT

2 COUNT I

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

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

12 Therefore, the representations set forth in  
13 paragraph 25 are false and misleading and  
14 constitute deceptive acts and practices in  
15 violation of Section 5(a) of the FTC Act, 15  
16 U.S.C. § 45(a).

17 COUNT II

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

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

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

5 Therefore, the representations set forth in  
6 paragraph 28 are false and misleading and  
7 constitute deceptive acts and practices in  
8 violation of Section 5(a) of the FTC Act, 15  
9 U.S.C. § 45(a).

10 COUNT III

11 In numerous instances, Defendants represent,  
12 expressly or by implication, that their  
13 international driver's licenses can be used  
14 in the United States as an identification  
15 document in the same ways a person can use a  
16 government-issued photo identification  
17 document.

18 In truth and fact, Defendants' international  
19 driver's licenses cannot be used in the  
20 United States as an identification document  
21 in the same ways a person can use a  
22 government-issued photo identification  
23 document.

24 Therefore, the representations set forth in  
25 paragraph 31 are false and misleading and  
26 constitute deceptive acts and practices in  
27

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

3  
4 CONSUMER INJURY

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

14  
15 THIS COURT'S POWER TO GRANT RELIEF

16 Section 13(b) of the FTC Act, 15 U.S.C. §  
17 53(b), empowers this Court to grant  
18 injunctive and other ancillary relief,  
19 including rescission of contracts,  
20 disgorgement and restitution, or other forms  
21 of redress or disgorgement, to prevent and  
22 remedy violations of any provision of law  
23 enforced by the Commission.



1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff requests that this Court, as  
3 authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b),  
4 and pursuant to its own equitable powers:

5 (1) Permanently enjoin and restrain Defendants from  
6 engaging in or assisting others in engaging in violations of  
7 the FTC Act;

8 (2) Award Plaintiff such preliminary injunctive and  
9 ancillary relief as may be necessary to avert the likelihood  
10 of consumer injury during the pendency of this action and to  
11 preserve the possibility of effective, final relief;

12 (3) Award such equitable relief as the Court finds  
13 necessary to redress injury to consumers resulting from  
14 Defendants' violations of Section 5(a) of the FTC Act,  
15 including, but not limited to, rescission of contracts and  
16 restitution, other forms of redress, and the disgorgement of  
17 unlawfully obtained monies; and

18 (4) Award Plaintiff the costs of bringing this  
19 action as well as such additional equitable relief as the  
20 Court may determine to be just and proper.

21  
22 Dated: \_\_\_\_\_, 2003

Respectfully submitted,  
WILLIAM E. KOVACIC  
General Counsel

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27 Lemuel W. Dowdy

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