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11 **UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

12 **UNITED STATES OF AMERICA,**

13 **Plaintiff,**

14 **v.**

15 **VALUECLICK, INC.,**
16 **HI-SPEED MEDIA, INC., and**
17 **E-BABYLON, INC.,**

18 **Defendants.**

Case No. **CV08-01711** **MMM (RZx)**

**COMPLAINT FOR CIVIL
PENALTIES, PERMANENT
INJUNCTION, AND OTHER
EQUITABLE RELIEF**

19 Plaintiff, the United States of America, acting upon
20 notification and authorization to the Attorney General by the
21 Federal Trade Commission ("FTC" or "Commission"), pursuant to
22 Section 16(a)(1) of the Federal Trade Commission Act ("FTC Act"),
23 15 U.S.C. § 56(a)(1), for its complaint alleges:

24 1. Plaintiff brings this action under Sections 5(a),
25 5(m)(1)(A), 13(b), 16(a) and 19 of the FTC Act, 15 U.S.C.
26 §§ 45(a), 45(m)(1)(A), 53(b), 56(a), and 57b, and under Section
27 7(a) of the Controlling the Assault of Non-Solicited Pornography
28 and Marketing Act of 2003 ("CAN-SPAM" or the "CAN-SPAM Act"),

15 U.S.C. § 7706(a), to obtain monetary civil penalties, a permanent injunction, and other equitable relief for defendants' violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and Section 5(a) of CAN-SPAM, 15 U.S.C. § 7704(a).

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355 and 15 U.S.C. §§ 45(m)(1)(A), 53(b), 56(a) and 57b. This action arises under 15 U.S.C. §§ 45(a) and 7706(a).

3. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c), 1395(a), and 15 U.S.C. § 53(b).

DEFENDANTS

4. Defendant ValueClick, Inc. ("ValueClick") is a Delaware corporation with its principal office or place of business at 30699 Russell Ranch Road, Suite 250, Westlake Village, CA 91361. ValueClick resides in the Central District of California and transacts business within this District and throughout the United States. ValueClick directs, formulates and controls the practices of, and shares common officership with, the other named Defendants, which are wholly-owned subsidiaries of ValueClick.

5. Defendant Hi-Speed Media, Inc. ("Hi-Speed Media") is a California corporation with its principal office or place of business at 30699 Russell Ranch Road, Suite 250, Westlake Village, CA 91361. Hi-Speed Media resides in the Central District of California and transacts business within this District and throughout the United States.

6. Defendant E-Babylon, Inc. ("E-Babylon") is a California corporation with its principal office or place of business at 30699 Russell Ranch Road, Suite 250, Westlake Village, CA 91361.

1 E-Babylon resides in the Central District of California and
2 transacts business within this District and throughout the United
3 States.

4 7. Defendant ValueClick operates its lead generation
5 business through its wholly-owned subsidiary Hi-Speed Media. Lead
6 generation is the process by which ValueClick connects consumers
7 to advertisers seeking to sell goods or services. Hi-Speed Media
8 operates or controls, either directly or through other
9 subsidiaries, a variety of websites including GenerousGenie.com
10 and GiveAwayCafe.com. Defendant ValueClick also operates under
11 the names ValueClick Media and PriceRunner USA.

12 8. Since July 2004, Defendants have formulated, directed,
13 controlled, or participated in the acts and practices set forth in
14 this complaint.

15 DEFINITIONS

16 9. "**Electronic mail message**" (or "**email**") means a message
17 sent to a unique email address. 15 U.S.C. § 7702(6).

18 10. "**Electronic mail address**" means a destination, commonly
19 expressed as a string of characters, consisting of a unique user
20 name or mailbox (commonly referred to as the "local part") and a
21 reference to an Internet domain (commonly referred to as the "domain
22 part"), whether or not displayed, to which an email message can be
23 sent or delivered. 15 U.S.C. § 7702(5).

24 11. "**Commercial electronic mail message**" means any email
25 message the primary purpose of which is the commercial
26 advertisement or promotion of a commercial product or service
27 (including the content on an Internet website operated for
28 commercial purposes). 15 U.S.C. § 7702(2).

12. "**Initiate,**" when used with respect to a commercial email

1 message, means to originate or transmit such message or to procure
2 the origination or transmission of such message. 15 U.S.C.
3 § 7702(9).

4 13. "**Landing page**" means, in online marketing, a specific web
5 page that a visitor reaches after clicking a link or advertisement.
6 This page usually showcases content that is an extension of the link
7 or ad.

8 14. "**Procure**," when used with respect to the initiation of a
9 commercial email message, means intentionally to pay or provide
10 other consideration to, or induce, another person to initiate such
11 a message on one's behalf. 15 U.S.C. § 7702(12).

12 15. "**Protected computer**" means a computer which is used in
13 interstate or foreign commerce or communication, including a
14 computer located outside the United States that is used in a manner
15 that affects interstate or foreign commerce or communication of the
16 United States. 15 U.S.C. § 7702(13); 18 U.S.C. § 1030(e)(2)(B).

17 16. "**Sender**" means a person who initiates a commercial email
18 message and whose product, service, or Internet website is
19 advertised or promoted by the message. 15 U.S.C. § 7702(16).

20 **DEFENDANTS VALUECLICK'S AND HI-SPEED MEDIA'S**

21 **MARKETING PRACTICES**

22 17. Since January 2005, and continuing to the present,
23 Defendants ValueClick and Hi-Speed Media (hereinafter, "the lead
24 generation Defendants"), in connection with promotions and
25 advertisements on their websites, have offered consumers
26 purportedly free merchandise, such as iPods, laptop computers, and
27 Visa gift cards.

28 18. The lead generation Defendants advertise and market
their offers through email and Web-based ads. The lead generation

1 Defendants' emails contain subject lines such as: "Free PS3 for
2 survey"; "let us buy you a 42 inch plasma tv! Just type in your
3 zip code"; "we're giving away a Visa gift card pending
4 participation in our presidential survey"; and "Free Apple iPhone
5 for Daniel." The lead generation Defendants' Web-based ads
6 contain similar representations: "CONGRATULATIONS! Select your
7 FREE Plasma TV." (Such products and items are referred to herein
8 as "promised free merchandise.")

9 19. Many of the lead generation Defendants' emails and Web-
10 based ads represent, expressly or by implication, that the
11 consumer viewing the message has won a contest, or has been
12 specially selected to receive a gift or prize.

13 20. The lead generation Defendants' emails and Web-based ads
14 contain links that, when clicked on, take one to a "landing page"
15 operated by the lead generation Defendants or their affiliates.
16 Each landing page recapitulates and expands upon the lead
17 generation Defendants' initial promised free merchandise offer.

18 21. The lead generation Defendants do not clearly and
19 conspicuously disclose that to obtain the promised free
20 merchandise one must incur expenses or other obligations. A
21 consumer must accept (and often pay for) - in the lead generation
22 Defendants' parlance, "complete" or "participate in" - a certain
23 number of goods or services promoted by third-parties to qualify
24 for the promised free merchandise that the lead generation
25 Defendants promote in their emails and Web-based ads. Moreover,
26 the lead generation Defendants do not clearly and conspicuously
27 disclose the costs and obligations associated with participating
28 in third-party promotions, such as applying and qualifying for
credit cards or automobile loans.

1 22. On each landing page, the lead generation Defendants
2 request the consumer to enter his or her email address, followed
3 by his or her name and mailing address. Once the consumer has
4 submitted his or her personal information, the lead generation
5 Defendants lead the consumer through a series of web pages
6 containing advertisements for various goods and services from
7 third parties. Unbeknownst to the consumer, this is only an
8 introductory tier of "optional" advertisements and offers, after
9 which are three additional tiers of offers that the consumer will
10 have to navigate before he or she can qualify for the promised
11 free merchandise. "Optional" offers do not qualify the consumer
12 for the promised free merchandise.

13 23. After the consumer navigates the lead generation
14 Defendants' "optional promotions" - often so multitudinous as to
15 take up scores of consecutive computer screens, each with multiple
16 offers - he or she eventually reaches a link that, when clicked,
17 takes the consumer to the first of three tiers of offers in which
18 the consumer must participate to obtain the promised free
19 merchandise.

20 24. The lead generation Defendants group the tiers of offers
21 that qualify the consumer for the promised free merchandise into
22 three categories: Silver, Gold, and Platinum. In each category,
23 there are numerous offers. The lead generation Defendants require
24 the consumer to "participate in" multiple offers from each
25 category to obtain the promised free merchandise.

26 25. Clicking on each offer reveals what the consumer must do
27 to "participate in" the offer. In some cases, "participating in"
28 an offer entails paying money or incurring some other detriment,
such as qualifying and applying for credit cards. The lead

1 generation Defendants require the consumer to participate in
2 multiple offers before he or she can progress to the next tier of
3 offers.

4 26. Some of the offers have free-trial periods, but require
5 the consumer to participate for a minimum period of time to
6 qualify for the lead generation Defendants' promised free
7 merchandise thereby causing consumers to incur costs they cannot
8 recover. In some instances, the minimum period is longer than the
9 free-trial period. Moreover, many such offers contain negative
10 option components in which the consumer who does not cancel within
11 the free trial period will be billed automatically.

12 27. In some instances, the lead generation Defendants
13 require the consumer to solicit up to five friends to participate
14 in the lead generation Defendants' program as a condition to
15 awarding the consumer with the promised free merchandise. If all
16 the friends do not complete all of their required offers, the lead
17 generation Defendants do not award the consumer with the promised
18 free merchandise.

19 28. In many instances, the consumer stops trying to qualify
20 for the lead generation Defendants' promised free merchandise,
21 either because of the cost involved or the time and effort
22 required. Although the consumer has expended money or incurred
23 other obligations in pursuit of the lead generation Defendants'
24 promised free merchandise, because he or she has not completed all
25 of the lead generation Defendants' required third-party
26 promotions, the consumer does not receive the promised free
27 merchandise.

28 29. In most instances, it is impossible for the consumer to
qualify for the lead generation Defendants' promised free

merchandise without spending money.

DEFENDANTS VALUECLICK'S AND HI-SPEED MEDIA'S

EMAIL PRACTICES

30. Since at least January 1, 2005, and continuing to the present, the lead generation Defendants have initiated the transmission of commercial email messages to protected computers. The primary purpose of these commercial email messages has been the commercial advertisement or promotion of Internet websites operated for a commercial purpose by the lead generation Defendants.

31. The lead generation Defendants are "initiators" with respect to an email message when they have either originated or transmitted a message themselves or have procured the origination or transmission of a message through payments or other consideration, or inducements, to others.

32. The lead generation Defendants are "senders" with respect to an email message when they have initiated a message and it is the lead generation Defendants' websites that are being advertised or promoted by such message.

33. In numerous instances, to induce consumers to open and read their commercial emails, the lead generation Defendants have initiated commercial email messages that contain subject headers that misrepresent the content or subject matter of the message, including, but not limited to, false representations that consumers have been specially selected to receive free products or services.

DEFENDANTS VALUECLICK'S, HI-SPEED MEDIA'S, AND E-BABYLON'S

PRACTICES REGARDING INFORMATION SECURITY AND SENSITIVE CUSTOMER

FINANCIAL INFORMATION

34. Since at least 2004, Defendant ValueClick, and its wholly-owned subsidiary, Defendant Hi-Speed Media, have marketed and sold consumer products through the Internet at the following sites ("HSM sites"), which together form the ValueClick E-Commerce Network: HotProductOutlet.com, InkBlvd.com, Jevene.com (now known as Oasiderm.com), Life-visage.com, and Yourinkstation.com.

35. In June 2005, in order to expand its online business, Defendant ValueClick acquired as a wholly-owned subsidiary Defendant E-Babylon, an e-commerce company that marketed and sold printer accessories such as ink jet and toner cartridges. Defendant ValueClick added E-Babylon's e-commerce business to the existing Hi-Speed Media business and the associated websites to the ValueClick E-Commerce Network. As a result, Defendants ValueClick, Hi-Speed Media, and E-Babylon marketed and sold consumer products through the following additional sites acquired with Defendant E-Babylon ("E-Babylon sites"): 00InkJet.com, 007inkjets.com, 111inkjets.com, 123digitalpcs.com, 123inkjets.com, 123LaserToner.com, 411InkJets.com, 4YourInkPrinter.com, 911InkJets.com, ABCInkJets.com, DiscoverInk.com, FreeCartridges.com, HappyInks.com, IdirectShopping.com, Ink2All.com, InkJet4Sale.com, InkJetBroker.com, InkJetOrder.com, MaxInkJets.com, OrderMyInk.com, OutofInk.com, PetersInkJets.com, ProInkJets.com, SpectrumInks.com, and WhenUPrint.com.

36. In order to make purchases from any of these websites, consumers must pay using a credit or debit card. To complete these transactions, consumers must provide personal information, including the consumer's first and last name, billing address, shipping address, phone number, fax number, email address, password, order identification number, credit card number, and

1 credit card expiration date. Defendants ValueClick, Hi-Speed
2 Media, and E-Babylon store this information within databases that
3 support or connect to the websites.

4 37. In addition to these types of information, Defendants'
5 HSM sites and some of the E-Babylon sites also collected and
6 retained in databases the three-digit credit card verification
7 codes ("CVV2 codes") provided by consumers in order to complete
8 transactions on these websites. CVV2 codes, which are printed on
9 the back of the cards, are particularly sensitive because they are
10 used to verify credit card transactions when the cards are not
11 present, such as in online or telephone transactions. Possession
12 of CVV2 code information would make it significantly easier for
13 identity thieves to use stolen credit card information for
14 fraudulent purchases.

15 38. Since July 2004, Defendants ValueClick and Hi-Speed
16 Media have disseminated or have caused to be disseminated a
17 privacy policy on the HSM sites, including but not necessarily
18 limited to the attached Exhibit A, containing the following
19 statements:

20 The ValueClick Network employs industry standard
21 security measures to ensure the security of all data.
22 Any data that is stored on ValueClick's servers is
23 treated as proprietary and confidential and is not
24 available to the public. ValueClick also encrypts
25 sensitive information such as passwords and financial
26 data. ValueClick has an internal security policy with
27 respect to the confidentiality of customer and other
28 data, allowing access only to those employees or third
parties who need to know such information for the
purpose of effectively delivering ValueClick products
and services by means of user login and password
requirements. The ValueClick Network routinely
evaluates its data security practices to identify
security threats or opportunities for improvement.
(Exhibit A, www.inkblvd.com Privacy Policy, July 7,
2004)

39. From the time of the acquisition of Defendant E-Babylon

1 until July 26, 2006, Defendants ValueClick, Hi-Speed Media, and E-
2 Babylon disseminated or caused to be disseminated a privacy policy
3 on the E-Babylon sites, including but not necessarily limited to
4 the attached Exhibit B, containing the following statements:

5 At our site you can be assured that your Personally
6 Identifiable Information is secure, consistent with
7 current industry standards. ... In addition, your
8 Personally Identifiable Information resides on a secure
9 server that only selected key personnel and contractors
10 have access to via password. We encrypt your
11 Personally Identifiable Information and thereby prevent
12 unauthorized parties from viewing such information when
13 it is transmitted to us. (Exhibit B,
14 www.123inkjets.com Privacy Policy)

15 40. On July 26, 2006, Defendants ValueClick, Hi-Speed Media,
16 and E-Babylon amended the privacy policies on the E-Babylon sites
17 to make them identical to the privacy policies on the HSM sites,
18 with the same statements regarding security and encryption as are
19 described in Paragraph 39.

20 41. From at least July 2004 to November 2006 for the HSM
21 sites, and from the acquisition of E-Babylon to November 2006 for
22 the E-Babylon sites, Defendants ValueClick, Hi-Speed Media, and E-
23 Babylon did not encrypt sensitive information consistent with
24 industry standards. Instead, Defendants stored sensitive customer
25 information collected through the HSM sites in a database without
26 any encryption, and Defendants stored sensitive customer
27 information collected through the E-Babylon sites in a database
28 using a nonstandard, proprietary form of encryption. This latter
form of encryption did not use the type of extensively-tested
algorithms found in industry-standard systems, but instead
utilized a simple alphabetic substitution system that was subject
to significant vulnerabilities.

42. Between at least June 2005 and late 2006, the E-Babylon

1 sites were vulnerable to commonly known or reasonably foreseeable
2 attacks from third parties attempting to obtain access to customer
3 information stored in Defendants' databases, including but not
4 limited to, web-based application attacks such as "Structured
5 Query Language" (SQL) injection attacks. Such attacks occur when
6 an attacker enters certain characters or commands in the address
7 (or URL) bar of a standard web browser in order to manipulate a
8 web application and thereby gain access to information contained
9 in databases supporting the application. Here, the vulnerability
10 affected databases containing consumer credit card information
11 submitted to E-Babylon sites, which was maintained in a nonsecure
12 form. During the relevant period, SQL injection attacks were a
13 well-known and well-publicized form of hacking attack, and
14 solutions to prevent such attacks were readily-available and
15 inexpensive.

16 **VIOLATIONS OF THE FTC ACT**

17 43. As set forth below, Defendants have violated Section
18 5(a) of the FTC Act in connection with advertising, offering,
19 marketing, and promoting of advertised offers.

20 **COUNT I**

21 44. Through the means described in Paragraphs 17-29,
22 Defendants ValueClick and Hi-Speed Media have represented,
23 expressly or by implication, that Defendants ValueClick's and Hi-
24 Speed Media's advertised offers are without cost or obligation.

25 45. Defendants ValueClick and Hi-Speed Media have failed to
26 disclose or to disclose adequately to consumers the material terms
27 and conditions of their program, including:

- 28 a. that consumers must pay money or other
consideration to participate in Defendants

- ValueClick's and Hi-Speed Media's program; and
- b. the costs and obligations for participating in Defendants ValueClick's and Hi-Speed Media's program.

46. As a result of the representation set forth in Paragraph 44, Defendants ValueClick's and Hi-Speed Media's failure to disclose or to disclose adequately the material information set forth in Paragraph 45 is deceptive, and violates Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II

47. Through the means described in Paragraphs 38-40, Defendants ValueClick, Hi-Speed Media, and E-Babylon have represented, expressly or by implication, that they encrypt the sensitive information they collect through their websites consistent with industry standards.

48. In truth and in fact, these Defendants have not encrypted the sensitive information they collect through their websites consistent with industry standards. In particular, Defendants ValueClick and Hi-Speed Media did not encrypt sensitive customer information for customers making purchases on HSM sites, and Defendants ValueClick, Hi-Speed Media, and E-Babylon encrypted sensitive customer information for customers making purchases on E-Babylon sites using only an insecure form of alphabetic substitution that is not consistent with, and less protective than, industry-standard encryption. Therefore, the representation set forth in Paragraph 47 was false or misleading and constituted a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT III

1 49. Through the means described in Paragraphs 38-40,
2 Defendants ValueClick, Hi-Speed Media, and E-Babylon have
3 represented, expressly or by implication, that they implemented
4 reasonable and appropriate measures to protect against
5 unauthorized access to the sensitive personal information they
6 obtained from customers.

7 50. In truth and in fact, these Defendants did not implement
8 reasonable and appropriate measures to protect against
9 unauthorized access to the sensitive personal information they
10 obtained from customers. In particular, the E-Babylon sites of
11 Defendants ValueClick, Hi-Speed Media, and E-Babylon and the
12 associated databases were vulnerable to a commonly known and
13 reasonably foreseeable type of attack known as an SQL injection,
14 which, if exploited, would have allowed access by unauthorized
15 individuals to sensitive customer financial information.
16 Moreover, because this information was stored without effective
17 encryption, it was particularly vulnerable to compromise.
18 Therefore, the representation set forth in Paragraph 49 was false
19 or misleading and constituted a deceptive act or practice in
20 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

21 **VIOLATION OF THE CAN-SPAM ACT**

22 51. The CAN-SPAM Act, 15 U.S.C. § 7701 et seq., became
23 effective on January 1, 2004, and has since remained in full force
24 and effect.

25 52. Section 5(a)(2) of CAN-SPAM, 15 U.S.C. § 7704(a)(2),
26 states:

27 It is unlawful for any person to initiate the
28 transmission, to a protected computer, of a
commercial electronic mail message, if such
person has actual knowledge, or knowledge
fairly implied on the basis of objective

1 circumstances, that a subject heading of the
2 message would be likely to mislead a
3 recipient, acting reasonably under the
4 circumstances, about a material fact regarding
5 the contents or subject matter of the message
6 (consistent with the criteria used in
7 enforcement of section 5 of the Federal Trade
8 Commission Act (15 U.S.C. 45)).

9 53. Section 7(e) of CAN-SPAM, 15 U.S.C. § 7706(e), states
10 that in any action to enforce compliance through an injunction
11 with Section 5(a)(2) and other specified sections of CAN-SPAM, the
12 FTC need not allege or prove the state of mind required by such
13 sections.

14 54. Section 7(a) of the CAN-SPAM Act states:

15 [T]his Act shall be enforced by the [FTC] as
16 if the violation of this Act were an unfair or
17 deceptive act or practice proscribed under
18 section 18(a)(1)(B) of the [FTC Act] (15
19 U.S.C. 57a(a)(1)(B)).

20 COUNT IV

21 55. Through the means described in Paragraphs 30-33,
22 Defendants ValueClick and Hi-Speed Media have initiated the
23 transmission, to protected computers, of commercial email messages
24 that contained subject headings that would be likely to mislead a
25 recipient, acting reasonably under the circumstances, about a
26 material fact regarding the contents or subject matter of the
27 message.

28 56. Therefore, Defendants ValueClick's and Hi-Speed Media's
acts or practices violate Section 5(a)(2) of CAN-SPAM, 15 U.S.C.
§ 7704(a)(2).

CONSUMER INJURY

57. Consumers throughout the United States have been injured
as a result of Defendants' unlawful acts or practices. Absent
injunctive relief by this Court, Defendants are likely to continue

to injure consumers and to harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

1
2 58. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b),
3 empowers this Court to grant injunctive and other ancillary relief
4 to prevent and remedy any violation of any provision of law
5 enforced by the FTC.

6 59. Section 5(m) (1) (A) of the FTC Act, 15 U.S.C.
7 § 45(m) (1) (A), as modified by Section 4 of the Federal Civil
8 Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, as
9 amended, and as implemented by 16 C.F.R. § 1.98(d) (2007),
10 authorizes this Court to award monetary civil penalties of not
11 more than \$11,000 for each violation of CAN-SPAM. Defendants
12 ValueClick's and Hi-Speed Media's violations of CAN-SPAM were
13 committed with the knowledge required by Section 5(m) (1) (A) of the
14 FTC Act, 15 U.S.C. § 45(m) (1) (A).

15 60. This Court, in the exercise of its equitable
16 jurisdiction, may award ancillary relief to remedy injury caused
17 by Defendants' violations of CAN-SPAM and the FTC Act.

PRAYER FOR RELIEF

18
19 WHEREFORE, Plaintiff requests that this Court, as authorized
20 by Sections 5(a), 5(m) (1) (A), 13(b) and 19 of the FTC Act,
21 15 U.S.C. §§ 45(a), 45(m) (1) (A), 53(b), and 57b, and pursuant to
22 its own equitable powers:

23 1. Enter judgment against Defendants and in favor of
24 Plaintiff for each violation alleged in this complaint;

25 2. Award Plaintiff monetary civil penalties from Defendants
26 ValueClick and Hi-Speed Media for every violation of CAN-SPAM;

27 3. Award Plaintiff such relief as the Court finds necessary
28 to redress injury to consumers resulting from Defendants'

violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
1 including, but not limited to, rescission of contracts,
2 restitution, the refund of monies paid, and the disgorgement of
3 ill-gotten monies;

4 4. Enter a permanent injunction to prevent future
5 violations of the FTC Act and CAN-SPAM by Defendants;

6 5. Order Defendants to pay the costs of this action; and

7 6. Award Plaintiff such other and additional relief as the
8 Court may determine to be just and proper.

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Dated: _____, 2008

Respectfully submitted,

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