

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

ERCAN BARKA, a/k/a JOHN BARKA, d/b/a
DGF MANAGEMENT, CLIFFMONT
GROUP LIMITED, CORE DIRECT LTD.,
BROWN STONE, PHOENIX MARKETING
SOLUTIONS CORPORATION, RED
CREEK LTD., PITMAN SERVICES LTD,
XETTI LTD. and HORIZON SRL LIMITED;
RYAN YOUNG, d/b/a DGF
MANAGEMENT, CLIFFMONT GROUP
LIMITED, CORE DIRECT LTD., BROWN
STONE, PHOENIX MARKETING
SOLUTIONS CORPORATION, RED
CREEK LTD., PITMAN SERVICES LTD,
XETTI LTD. and HORIZON SRL LIMITED;
and TRUE VISION LLC,

Defendants.

AMENDED COMPLAINT

Civil Action No. 16-5266

Plaintiff, the UNITED STATES OF AMERICA, by and through the undersigned attorneys,
hereby alleges as follows:

INTRODUCTION

1. The United States brings this action for a temporary restraining order, preliminary and permanent injunctions, and other equitable relief pursuant to 18 U.S.C. § 1345, in order to enjoin the ongoing commission of criminal mail fraud in violation of 18 U.S.C. § 1341. The United States seeks to prevent continuing and substantial injury to the victims of fraud.

2. Since at least 2012 and continuing through at least this Court's issuance of a temporary restraining order in 2016, defendants Ercan Barka ("Barka"), Ryan Young ("Young"),

and True Vision LLC (collectively “Defendants”), using the U.S. mail, have engaged in a predatory mail fraud scheme that targets victims throughout the United States and abroad.

3. From at least 2012 through at least this Court’s issuance of a temporary restraining order in 2016, Defendants have sent millions of written solicitations annually through the U.S. mail to recipients throughout the United States and abroad. These solicitations are styled as individualized notices that the recipient has won large sums of money or other valuable prizes. The solicitations purport to come from a person or institution tasked with facilitating the delivery of these proceeds or prizes to the solicitation’s recipient. The solicitations ask recipients to return a response card with a processing or delivery fee in an envelope pre-addressed to a foreign Post Office box (“P.O. box”). The solicitations claim that the fee will assure prompt processing and receipt of the promised funds and prizes.

4. In reality, these solicitations are not personalized letters, but nearly identical form letters that Defendants send to thousands of potential victims throughout the United States. None of the entities from whom the letters are purportedly sent exist. They are fictitious names utilized by Defendants to perpetrate the fraud and to conceal their identities.

5. Victims who pay the processing or delivery fee never receive the promised money or prizes. Instead, the victims are bombarded with dozens of additional, similar fraudulent solicitations.

6. Many thousands of victims, especially the elderly and vulnerable, suffer financial losses from the mail fraud scheme Defendants perpetrate. Since 2012 alone, the Defendants have swindled victims out of more than an estimated \$29 million.

7. For the reasons stated herein, the United States requests injunctive relief pursuant to 18 U.S.C. § 1345 to enjoin Defendants' ongoing scheme to defraud using the U.S. mail in violation of 18 U.S.C. § 1341.

JURISDICTION AND VENUE

8. The Court has subject matter jurisdiction over this action pursuant to 18 U.S.C. § 1345 and 28 U.S.C. §§ 1331 and 1345.

9. Venue lies in this district pursuant to 28 U.S.C. § 1391(b)(2).

PARTIES

10. Plaintiff is the United States of America.

11. Defendant Ercan Barka is a resident of Bergen County, New Jersey and Turkey. Barka also goes by the name "John Barka." In connection with the matters alleged herein, Barka has caused fraudulent solicitations to be delivered through the U.S. mail to victims who reside in the Eastern District of New York. Barka has also caused fraudulent solicitations to enter the U.S. mail at the United States Postal Service International Service Center located at John F. Kennedy International Airport (the "New York ISC") in the Eastern District of New York.

12. Defendant Ryan Young is a resident of Bergen County, New Jersey. In connection with the matters alleged herein, Young has caused fraudulent solicitations to be delivered through the U.S. mail to victims who reside in the Eastern District of New York. Young has also caused fraudulent solicitations to enter the U.S. mail at the New York ISC in the Eastern District of New York.

13. Both Barka and Young also utilize numerous corporate names when they transact business in furtherance of this mail fraud scheme, including DGF Management, Cliffmont Group

Limited, Core Direct Ltd., Brown Stone, Phoenix Marketing Solutions Corporation, Red Creek Ltd., Pitman Services Ltd., Xetti Ltd. and Horizon SRL Limited.

14. Defendant True Vision LLC (“True Vision”) is a Delaware corporation. In connection with the matters alleged herein, True Vision has caused fraudulent solicitations to be delivered through the U.S. mail to victims who reside in the Eastern District of New York. True Vision has also caused fraudulent solicitations to enter the U.S. mail at the New York ISC in the Eastern District of New York.

DEFENDANTS’ FRADULENT SCHEME

15. Beginning as early as 2012 and continuing through at least this Court’s issuance of a temporary restraining order in 2016, Defendants, using the U.S. mail, have engaged in a mail fraud scheme that has defrauded tens of thousands of victims throughout the United States of more than an estimated \$29 million dollars.

16. In furtherance of the fraud scheme, Defendants send solicitation letters from European countries, including the Netherlands, the Czech Republic and Hungary, through the international postal system and into the U.S. mail to potential victims throughout the United States, including in the Eastern District of New York.

17. Defendants work with a third-party copywriter to generate the content of their solicitations. Young and Barka coordinate with various third-party companies to carry out the printing and mailing of their fraudulent solicitations. Barka reviews and approves proofs of the fraudulent solicitations from the printer before they are mailed.

18. Defendants’ solicitation letters are written to appear as if they are being sent by dozens of different organizations and individuals with vague, yet official sounding names and titles, including “Financial Delivery Systems,” “DNF Funds Office,” “Award Mail Offices,” and

“Award Notices Dir.” All of these “organizations” and individuals are fictitious. To date, Defendants have sent more than fifty separate fraudulent letter campaigns from different fictitious entities. None of the solicitations identify Defendants as the sender.

19. Each solicitation contains multiple misrepresentations designed to induce elderly and vulnerable victims to send payments to Defendants. Some solicitations falsely inform recipients that they have won a sweepstakes or lottery or are otherwise entitled to receive large sums of money ranging from tens of thousands to several million dollars. *See, e.g.*, Ex. A at 5-6; Ex. D.¹ Others falsely promise valuable non-cash prizes such as luxury cars. *See, e.g.*, Ex. E at 5-9. The solicitations purport to come from a person or institution tasked with facilitating the delivery of these proceeds or prizes to the solicitation’s recipient. *Id.* The solicitations urge the recipient to pay a required “processing” or “delivery” fee, generally \$20 or \$25, to assure processing and delivery of the promised wealth or luxury items. *Id.*

20. Each solicitation contains a response card and a pre-addressed return envelope. The recipient is instructed to fill out the response card and send it to the fictitious entity along with his or her payment. The response card frequently asks victims to affirm that they accept their winnings and to confirm their identity and address. The cards instruct victims to make a payment to the fictitious entity via cash, check, money order or credit card.

21. In reality, while Defendants collect millions of dollars each year from U.S. victims alone in response to these solicitations, victims who send in responses and payments never receive the valuable prizes promised in the solicitations.

¹ All exhibits cited herein are attached hereto. The names of the recipients of solicitations have been redacted to protect their privacy.

22. Defendants include inconspicuous fine print on the back of their solicitations that purports to set out terms and conditions. These hidden “disclaimers” are printed in light colors, tiny font, and block text, making them barely legible. In many cases, these difficult-to-read “disclaimers” directly contradict the claims in the main body of the solicitation. For example, solicitations claim that the recipient has already been confirmed as the winner of a check or prize in bold, prominent lettering in the main body of the solicitation, but then explain in the hidden disclaimer that funds or items listed are not prizes and the victim is agreeing to purchase an item that is not mentioned anywhere else in the solicitation. *See, e.g.*, Ex. A at 5-6. Victims who sent payments in response to these solicitations did not receive the promised checks or prizes, or the other items listed in the disclaimer. Recipients are highly unlikely to see, let alone read and understand the indecipherable print in the disclaimers. These hidden disclaimers do nothing to counteract the overall impression conveyed by the solicitations that the recipient will receive thousands of dollars or other prizes if the recipient pays the processing fee.

23. The solicitations are styled to give the impression that they are personalized to the recipient, but in fact, they are identical mass mailings. The solicitations typically contain an identification number inserted into the form letter and ask the recipient to confirm that he or she is in fact the person identified as the winner, receiver or “guaranteed recipient” of the promised prizes. The solicitations also often state that they are “non-transferable” and “intended for the addressee only” in order to give the impression that the letter is a notification of individual winnings, rather than a mass mailing.

24. Despite misrepresentations that the solicitations are unique and personalized, thousands of nearly identical copies of each solicitation are sent to potential victims throughout the United States every month.

25. All of Defendants' direct mail solicitations contain pre-addressed return envelopes to facilitate the return of victim payments. These return envelopes are addressed to various foreign P.O. boxes that are rented on Defendants' behalf by what is known in the direct mail industry as a "caging" service.

26. The caging service acts as a hub through which responses to Defendants' and other mass-mailers' fraudulent solicitations are sorted, processed and recorded. When the caging service receives victims' responses, it opens the mail, records information regarding the victim's identity, payment method, and amount of payment in a database, and facilitates the transmission of cash, checks and credit card information to Defendants' payment processor. The payment processor collects and processes those payments and distributes the proceeds to Defendants' bank accounts at the direction of Defendants.

27. Defendants process victim payments through PacNet Services Ltd. ("PacNet"), a payment processor located in Vancouver, Canada.

28. Beginning in early 2012, Barka and Young hired Trends Service in Kommunikatie, B.V. ("Trends"), a Dutch company, to operate as a caging service for their mail fraud scheme. Barka corresponded with Trends using the name "John Barka," and informed Trends that he was operating his direct mail campaigns through Defendant True Vision. He identified True Vision's address as 888C 8th Ave., Suite 540, New York, NY 10019. This was the address of a P.O. box registered to Barka.

29. Barka informed Trends that he was receiving about 30,000 responses to his direct mail campaigns every month. Trends opened P.O. boxes in the Netherlands to receive payments from victims (hereinafter, the "Barka P.O. boxes"). Barka and Young had the addresses of those P.O. boxes printed on the return envelopes included with their fraudulent solicitations.

30. On a daily basis, Trends employees collected mail from the Barka P.O. boxes. Trends employees entered information regarding victim responses into an online database system and processed all payments. Cash was deposited into a Dutch bank then wired once a week to Defendants' payment processor, PacNet. Check payments were scanned and electronically deposited to PacNet. Young and Barka received daily reports via email regarding the total volume of payments caged by Trends on their behalf. They also received weekly cash management reports.

31. In February of 2012, Young and Barka incorporated DGF Management ("DGF") in the British Virgin Islands ("B.V.I."). Unlike True Vision, which was registered to Barka, the incorporation papers for DGF did not name either Young or Barka. Young and Barka incorporated DGF as a shell company in order to create a level of separation between themselves and the operation of their mail fraud scheme.

32. On May 1, 2012, Barka informed Trends that True Vision would now be operating as DGF, and identified DGF's address as a P.O. box in the B.V.I. Although Young and Barka continued to operate their mail fraud scheme through DGF up through at least this Court's issuance of a temporary restraining order in September of 2016, DGF was stricken from the B.V.I. Register of Companies in 2014 for nonpayment of fees.

33. From 2012 through May of 2016, Barka contracted with Trends to open P.O. boxes in the names of eight additional corporate entities: Cliffmont Group Limited ("Cliffmont"), Core Direct Ltd. ("Core Direct"), Brown Stone, Phoenix Marketing Solutions Corporation ("PMSC"), Red Creek Ltd. ("Red Creek"), Pitman Services Ltd. "Pitman", Xetti Ltd. ("Xetti") and Horizon SRL Limited ("Horizon").

34. All nine of these corporate entities (DGF and the additional eight entities referenced in ¶ 33 *supra*) are simply foreign shell companies Barka and Young used to conceal their identities.

35. In accordance with Dutch law, Barka and Young were required to provide Trends with the name of the “Ultimate Beneficial Owner” (“UBO”) of each of their shell companies. In order to conceal their own identities, Barka and Young provided to Trends the names and copies of the passports of individuals they knew who had no involvement in the actual operation of their mail fraud schemes as the UBO of each of their shell companies.

36. The P.O. boxes rented by Barka and Young on behalf of each of these shell companies were used to receive victim payments, including payments from U.S. victims, in response to solicitations that fraudulently represented that the recipient would receive cash and prizes in exchange for payment of a processing fee. The names of these shell companies are never printed on any of the fraudulent solicitations. Rather, in order to conceal Barka and Young’s identities and the source of the solicitations, all of the solicitations bear the name of still other fictional entities and individuals. Barka and Young directed and controlled fraudulent mass mailing campaigns operated in the names of all nine foreign shell companies discussed *supra* in ¶¶ 31-34.

37. Barka and Young mailed their fraudulent solicitations to potential victims in multiple countries—in addition to the United States—including Canada, France, Germany, Japan, Austria, Switzerland, New Zealand and Australia.

38. Operating the fraud under the names of these various shell companies, Barka continued to receive proceeds of the fraud through a bank account in the name of True Vision through May of 2016. Barka is the sole signatory on that bank account. From January 2015 through May of 2016, the True Vision bank account received wire deposits from PacNet totaling

\$287,328. These wire transfers constitute proceeds of Defendants' fraud scheme. The vast majority of these funds were then transferred to Barka's personal bank account.

39. Young received proceeds of the fraud in the form of paper checks from PacNet to accounts in the name of three American corporate entities exclusively controlled by Young: Parasol Media LLC, International Data Sciences LLC, and Electus Holdings.

40. From 2012 through 2016, the United States Postal Inspection Service ("USPIS") has issued at least 126 Determinations of Nonmailability ("DONs") regarding solicitations sent out by Barka and Young through their nine foreign shell companies. *See e.g.* Exhibit A. A DON is a declaration that a particular piece of mail violates federal law.² Each of these 126 DONs was mailed along with a sample of the intercepted solicitation to one of the P.O. boxes registered by Trends on behalf of Barka.

41. When Trends received DONs at Barka P.O. boxes, Trends employees scanned and emailed copies of the DONs (with the attached solicitations) to an email address shared by Barka and Young. Young and Barka would then close down any P.O. box that had received a DON, in order to evade detection and identification by U.S. law enforcement.

42. For example, on June 5, 2013, a Trends employee emailed the following after receiving multiple DONs to Barka P.O. boxes:

Good morning John,
Today Trends received again 4 letters of the USA Postal Inspection Service.
This time there are other mailboxes involved.

* * *

² In the DON process, the USPIS determines whether foreign mail entering the United States contains "nonmailable" matter as defined in 39 U.S.C. § 3001, including, among other things, lottery-related matter, in violation of 18 U.S.C. § 1302 or facsimile checks, in violation of 39 U.S.C. § 3001(k). The DON process does not necessarily screen for violations of 18 U.S.C. § 1341. Nonetheless, the seized solicitations mailed along with the DONs are fraudulent on their face, and thus provide Defendants with notice of the illegality of the mass-mailing campaigns.

Trends received a total of 34 letters from the Postal Inspection till this moment and we are quite worried now.

We are concerned about the current developments.

Is it a possibility to close down the affected P.O. Boxes?

43. Barka responded by email that same day, and informed the employee:

DGF has stopped its mailings [sic] to these boxes as of 3 weeks. There is much mail out there so we cannot close all at once. However in a matter of time, I will tell you to close the boxes. PO BOX 255, PO BOX 55, and PO BOX 22 are all boxes wehre [sic] DGF had returns.

PO BOX is for CORE [Direct], which has had this problem once. We have suppressed that particular injection for the US so you should have nothing to worry about.

WE have also changed our mailing [sic] method as of April so this should be the end of all this or near end.

In summary PO BOX 255, PO BOX 55, and PO BOX 22 will be eventually closed down in a future date. We no longer mail to these boxes.

44. Trends was the subject of simultaneous enforcement actions by the United States Department of Justice and Dutch law enforcement in June 2016, and is currently the subject of an injunction banning it from performing caging services on mail from U.S. residents who have responded to the type of fraudulent solicitations sent by Barka and Young as part of their mail fraud scheme. *See United States v. Trends Service in Kommunikatie, B.V., et al.*, No. 1:16-cv-02770-ILG-SMG (E.D.N.Y.), Dkt. No. 24, Consent Decree and Final Judgment (September 20, 2016)

45. The civil action filed against Trends by the Department of Justice attached one solicitation sent by Barka and Young and two victim responses to Barka and Young's solicitations as examples of fraudulent mailings for which Trends processed victim payments. *See United States v. Trends Serv. in Kommunikatie, B.V., et al.*, No. 1:16-cv-02770-ILG-SMG, Dkt. Entry No. 1, Compl. at Ex. C and L, (E.D.N.Y. June 1, 2016).

46. Following the enforcement actions against Trends, Barka and Young opened new P.O. boxes located in Austria and utilized those P.O. boxes to receive payments from victims in the United States, as well as other countries around the world. Barka and Young also hired a new caging service based in Austria to collect and process mail from victims of their scheme.

SPECIFIC MISREPRESENTATIONS

47. The specific fraudulent solicitations described below are typical of the more than fifty different fraudulent solicitations sent by Defendants from 2012 through 2016.

The “Cash Guaranteed Winners Payout” Solicitation

48. One solicitation sent by Defendants purports to have been sent by “Financial Delivery Systems” and creates the false impression that its recipient has won \$71,868.00 and need only mail in a fee of \$25.00 to receive delivery of the prize. *See* Exhibit A at 5-8.

49. The notice states in bold, large print at the top “\$71,868.00 CASH GUARANTEED WINNERS PAYOUT” and “FAILURE TO RESPOND BEFORE THE DEADLINE WILL FORFEIT CASH CLAIM OR ENTITLEMENT.” The notice bears what appear to be hand written signatures from an “Inspection Officer,” but these “signatures” are in fact preprinted and appear in identical fashion on identical solicitations sent to thousands of other potential victims. Specific misrepresentations contained in this solicitation include the following:

- You are guaranteed to receive a cash entitlement of no less than \$71,868.00 or award delivery. [VICTIM NAME]³ as soon as I receive your Form below with acceptance and nominal fee of \$25.00, your item will be expedited to you.

³ The Government uses brackets to indicate text that was individualized to the particular recipient through the use of a mail merge software in order to make the solicitation appear personalized.

- Remember [VICTIM NAME] you are a guaranteed winner! You absolutely cannot receive a PAYMENT in the amount of \$71,868.00 unless you complete and post the form below IMMEDIATELY.

The solicitation's response card bears the heading "CASH CLAIM OR ENTITLEMENT PAPERS" and states, "Enclosed is required processing/delivery fee of \$25.00 for compliance requirements to receive Guaranteed Cash/Award."

50. Recipients of this solicitation who returned the \$25 fee did not receive a payment of \$71,868.00, or any other prize.

51. On the back of the solicitation in small font is a statement that reads in part:

Each individual who returns the required securement fee will be purchasing and is guaranteed to receive one of the items listed....The item each recipient is entitled to purchase has been determined prior to each mailing based on specific criteria. These items are not prizes or gifts, and this is a merchandise offering, not a sweepstakes, draw or contest.

52. This text is written in tiny, closely spaced, block text, and has been formatted to be intentionally difficult to read. Moreover, even if a victim were to read this statement, it does nothing to dispel the misrepresentations elsewhere in the solicitation that the recipient has already been designated a winner and will receive a payment of \$71,868.00 or "award delivery" upon submission of the \$25 fee. Barka and Young mailed nearly identical solicitations to thousands of potential victims throughout the United States from 2013-2016.

53. On July 1, 2013, USPS issued a DON and mailed it to P.O. Box 22, 3984 ZG Odijk, Netherlands, along with a sample of a "Cash Guaranteed Winners Payout" solicitation that is identical to the one described above in every respect, except that the guaranteed cash payout is listed as \$68,868.00. *See* Exhibit B. P.O. Box 22 was registered to Trends on behalf of Defendants' shell company DGF. On July 15, 2013, an employee of Trends emailed the DON to

Barka. At that time, according to Barka, he was already planning to close P.O. Box 22 due to the receipt of multiple DONs to that address. *See* Paragraphs 35-36, *supra*.

54. USPIS later issued DONs regarding the “Cash Guaranteed Winners Payout” solicitation described above on July 24, 2015 and March 25, 2016, both of which were mailed to a Barka P.O. box at the following address: P.O. Box 201, Bunnik CE 3980, The Netherlands. *See* Exhibits A and C. P.O. Box 201 was also registered to Trends on behalf of DGF. An employee of Trends emailed the 2016 DON to Barka on April 1, 2016.

The “DNF Funds Office” Solicitation

55. A solicitation sent by Defendants in 2016 purports to have been sent by “DNF Funds Office” and creates the false impression that its recipient is entitled to receive \$3,722,945.34 from an unidentified source and need only mail in a processing fee of \$25.00 and a “claimant form” to receive delivery of the funds. *See* Exhibit D.

56. The notice purports to be from “Jonathan L. DuMonte,” the “Award Notices Dir.” The notice states in bold, large print “FUNDS /FIDUCIARY DISTRIBUTION NOTICE” and “FUNDS NOTICE ENACTMENT.” Toward the top of the page a block of text reads “Notice Content: CONFIRMED FUNDS *****\$3,722,945.34***** appear on report from Account Dept. for [VICTIM NAME] notice mailed/delivered.” Specific misrepresentations contained in this solicitation include the following:

- You are the CONFIRMED RECEIVER HERE NOTIFIED of Funds being Distributed consisting of CASH/AWARD totaling *****\$3,722,945.34***** IN FULL – 100% VERIFIED FOR YOU –
- This Official and Actual Notice mailed directly to You [VICTIM NAME] is 100% Accurate and is not a mistake, THIS IS REAL, the Award Monies Documentation is made-out to [VICTIM NAME].
- The Distribution of THESE FUNDS is actually occurring and we need your reply promptly as proper-claim dates are in effect noted in claim prospectus.

The response card is styled as a “Claimant Assign-Form” and states “Award Assets Verified Funds *****\$3,722,945.34*****.” The response card refers to the victim as the “Receiver On-File” and asks the victim to confirm “I am residing at the address shown On Records for receipt of the Special Parcel carrying my Funds documents and enclosed is my \$25.00 for processing to my residence shown here and On-File.” The victim is then asked to enclose cash, a check, or a money order in the amount of \$25.

57. Victims who sent in \$25 and a completed claimant form in response to this solicitation did not receive any funds or payment.

58. On the back of the solicitation, in small font is a statement that reads in part:

This company is a research and reporting service. We specialize in researching sweepstakes sponsored and conducted by third party corporations. We compile various sweepstakes opportunities in a newsletter which details all entry requirements, based on existing federal, state, and local regulations....This company is not a lottery, and does not offer lottery, contest or sweepstakes entries.

This text is written in tiny, closely spaced, block text, and has been formatted to be intentionally difficult to read. Moreover, even if a victim were to read this statement, it does nothing to correct the multiple misrepresentations on the front of the solicitation that the recipient will receive a payment of \$3,722,945.34 upon submission of the \$25 fee.

59. In 2016, Barka and Young mailed nearly identical solicitations, save for the victim’s name and address, to thousands of potential victims throughout the United States. All of the solicitations contained a return envelope pre-addressed to: P.O. Box 40314, 3504 AD Utrecht, the Netherlands.

60. P.O. box 40314, 3504 AD Utrecht, the Netherlands, is registered to Trends, and Trends received and processed the responses mailed by victims to that P.O. box on behalf of Barka

and Young's shell company Core Direct. Trends then transmitted the victim payments to Barka and Young via PacNet.

The "PDN" Solicitation

61. Another solicitation sent by Barka and Young to potential victims throughout the United States creates the false impression that its recipient has won a 2015 Audi and need only mail in a \$20.00 "owner/acquisition fee" to arrange for delivery. *See* Exhibit E at 5-9.

62. The heading claims: "NOTICE PRIOR TO DELIVERY: ISSUED ENTITLEMENT/ AUTOMOBILE." The solicitation bears a picture of a car; next to the picture it purports to provide the length and width of the car, and states: "IMPORTANT ARRIVAL / PARKING SITE DIMENSIONS > Carefully inspect Automobile parking dimensions. Check your available space on street, garage, or lot." References to a "Freight Bin" for the delivery item imply that the award item is going to be a large item, such as a vehicle. Specific misrepresentations contained in this solicitation include the following:

- Your shipment was confirmed on [DATE], all delivery and storage fees have been paid by PDN. Your assigned Freight Bin contains 2015 AUDI A6 SEDAN retail value of \$65,485.00 as insured for this or other merchandise entitlement.
- DUE TO HIGH VALUE OF THE 2015 AUDI A6 SEDAN, delivery is conducted adhering to PDN arranged Transit requiring a Personal ID shown at point of delivery. In advance of Your Delivery complete and return your form.
- Recipient of the 2015 AUDI A6 SEDAN is permitted to elect to receive cash equivalent of \$65,485.00 by Bank Check instead of physical possession of the car. Please indicate your preference for this important decision. Your Assigned property must be claimed promptly.

The response card is styled as a "Permit To Deliver" and gives the recipient the option to select "park on street or lot" or "park in garage." The following items are listed on the response card, as

though they are items that will be delivered to the recipient: “Warranty”; “Keys (2)”; “Owners’ Manual”; “2015 AUDI A6 SEDAN maximum value insured for replacement.”

63. Recipients of this solicitation who returned the \$20 fee did not receive the promised Audi.

64. On the back of the solicitation in small font is the following statement:

The item a recipient is entitled to purchase has been determined before each mailing All mailings are assigned a different property allocation number which is assigned to an item that is for sale. Each customer who returns the required fee will be purchasing one of the items listed. The items available in this offer include one 2014 Audi A6, one 52” sony hdtv, one Panasonic digital camera and approximately one million unique jewelry items.

The print appears to be intentionally blurry in order to make it difficult to read. Moreover, even if a victim were to read this statement, it does not dispel the misrepresentations elsewhere in the solicitation that the recipient will receive delivery of a 2015 Audi if he or she pays the \$20 processing fee.

65. Nearly identical solicitations were sent to thousands of other potential victims. All of the solicitations contained a return envelope pre-addressed to: Merchandise Processing Center, P.O. Box 40374, 3504 AD Utrecht, the Netherlands.

66. P.O. box 40374, 3504 AD Utrecht, the Netherlands, is registered to Trends, and Trends received and processed the responses mailed by victims to that P.O. box on behalf of Barka and Young’s shell company Core Direct. Trends then transmitted the victim payments to Barka and Young via PacNet.

67. USPIS issued a DON and mailed it to P.O. Box 40374, 3504 AD Utrecht, the Netherlands with a sample of this solicitation on July 24, 2015. *See* Exhibit E.

68. The specific misrepresentations identified in Paragraphs 40 through 71 are only a few examples of the similar misrepresentations contained in the more than fifty form letter solicitations utilized by Defendants.

DEFENDANTS' KNOWLEDGE AND CONCEALMENT OF THE FRAUD

69. Defendants have operated this mail fraud scheme for more than four years. Defendants know that the solicitations they send through U.S. mail to potential victims throughout the United States contain false and misleading statements intended to induce the recipients to send them payments.

70. Defendants style their solicitations as letters from fictional financial institutions and individuals, knowing these entities do not exist, in order to mask the true origin of their solicitations.

71. Defendants also know that, despite the fact that their solicitations direct victims to send payment in exchange for large checks or prizes worth tens of thousands of dollars or more, those who respond and send payments do not receive the promised cash and prizes.

72. Both Young and Barka have taken multiple steps to conceal their identities and their involvement in the operation of this fraud scheme. Defendants operate this fraud scheme in the names of multiple domestic and foreign shell companies whose corporate documents do not reveal Young and Barka's identities or involvement. Defendants provided their caging services and payment processor with the names of individuals who have no involvement in the operation of their scheme as the UBOs of their nine shell companies. Defendants operate this fraud scheme through different countries around the world: Young lives in New Jersey; Barka lives in New Jersey and Turkey; they send the solicitations from the Netherlands, the Czech Republic and

Hungary; they collect victims' money in the Netherlands and Austria; and they receive proceeds through a Canadian payment processor. Once Barka and Young were notified that USPIS was aware of their fraudulent solicitations, they closed the affected P.O.boxes in order to conceal their ongoing criminal activity from the USPIS. They then continued their fraud scheme by simply opening new P.O. boxes.

73. Defendants were aware of the filing of the civil lawsuit against Trends by the United States Department of Justice in June of 2016 and knew that in that filing the Department of Justice identified the sending of three of Defendants' solicitations as mail fraud in violation of 18 U.S.C. § 1341. Despite this knowledge, Defendants hired a new caging service and continued to mail fraudulent solicitations that were substantially similar to those identified by the Department of Justice as violative of the mail fraud statute.

HARM TO VICTIMS

74. Victims, especially elderly and vulnerable victims, suffer financial losses from the mail fraud scheme that Defendants perpetrate. U.S. victims paid Defendants approximately \$7.4 million each year through roughly 434,000 responses to solicitations containing the types of misrepresentations described above. Given these statistics, Defendants' scheme has grossed approximately \$29 million dollars since 2012 from U.S. victims alone. If unabated, this number will rise and continue harming Defendants' victims.

75. The Consumer Sentinel database operated by the Federal Trade Commission contains at least 70 complaints regarding Defendants' mail fraud scheme. The complaints generally pertain to false representations made in Defendants' printed solicitations.

76. The harm to victims is ongoing and will continue without the injunctive relief sought by the United States.

COUNT I

(18 U.S.C. § 1345 – Injunctive Relief)

77. The United States realleges and incorporates by reference paragraphs 1 through 76 of this Complaint as though fully set forth herein.

78. By reason of the conduct described herein, Defendants violated, are violating, and are about to violate 18 U.S.C. §§ 1341 and 1349 by executing a scheme or artifice to defraud for obtaining money or property by means of false or fraudulent representations with the intent to defraud, and, in so doing, use the U.S. mail.

79. Upon a showing that Defendants are committing or about to commit mail fraud, the United States is entitled, under 18 U.S.C. § 1345, to a temporary restraining order, a preliminary injunction, and a permanent injunction restraining all future fraudulent conduct and any other action that this Court deems just in order to prevent a continuing and substantial injury to the victims of fraud.

80. As a result of the foregoing, Defendants' conduct should be enjoined pursuant to 18 U.S.C. § 1345.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff United States of America requests of the Court the following relief:

- A. That the Court issue an order, pursuant to 18 U.S.C. § 1345, pending a hearing and determination on the United States' application for a preliminary injunction, that Defendants, their agents, officers and employees, and all other persons and entities in active concert or participation with them are temporarily restrained from:
 - i. committing mail fraud, as defined by 18 U.S.C. § 1341;

- ii. using the United States mail, or causing others to use the United States mail, to distribute any advertisements, solicitations, or promotional materials:
 - (a) that represent, directly or indirectly, expressly or impliedly that the recipient has won, will win, or will receive cash, awards, or other valuable prizes;
 - (b) that represent, directly or indirectly, expressly or impliedly that the recipient will receive delivery of cash, awards, or other valuable prizes in return for payment of a fee;
 - (c) that represent, directly or indirectly, expressly or impliedly, that the recipient will receive delivery of a specific item in return for payment of a fee, and state in fine print or in disclaimers that the recipient will or may receive delivery of a different item;
 - (d) that offer for sale information regarding sweepstakes or lotteries;
 - (e) that represent, directly or indirectly, expressly or impliedly, that the recipient of the solicitation was specifically selected to receive the mailing based on a reason other than the fact that the recipient's name appears on a mailing list; or
 - (f) that contain any other false or misleading representations;
- iii. receiving, handling, opening, or forwarding any mail that responds, by sending payment or otherwise, to materials described in Paragraph (ii)(a)-(f), *supra*;
- iv. selling, offering for sale, leasing, or offering for lease any lists of U.S. residents or mailing lists of any type compiled from U.S. residents who have responded to any of the materials described in Paragraph (ii)(a)-(f), *supra*;

- v. performing “caging services” on mail received from U.S. residents in response to any of the materials described in Paragraph (ii)(a)-(f), *supra*, including opening mail received from U.S. residents; entering or inputting data about U.S. residents into a database or forwarding such data; handling, forwarding, or depositing payments received from U.S. residents, including currency, bank checks, certified checks, money orders, or credit card charge authorizations; or handling or forwarding any mail received from U.S. residents;
 - vi. destroying, deleting, removing, or transferring any and all business, financial, accounting, and other records concerning Defendants’ operations and the operations of any other corporate entity owned or controlled, in whole or in part, by Defendants.
- B. That the Court further order, pursuant to 18 U.S.C. § 1345, that within 2 days from Defendants’ receipt of this Temporary Restraining Order and Order to Show Cause, Defendants shall provide copies of this Temporary Restraining Order and Order to Show Cause to all direct mailers, list brokers, printer/distributors, mailing houses, and/or caging services with which they do business regarding the materials described in Paragraph (A)(ii)(a)-(f), *supra*, informing them that they are subject to the temporary restraining order as an entity in active concert or participation with Defendants, and within 7 days from Defendants’ receipt of the Temporary Restraining Order and Order to Show Cause, Defendants shall provide proof of such notice to the Court and the United States, including the name and addresses of the entities and/or individuals to whom the notice was sent, how the notice was sent, and when the notice was sent.

- C. That the Court further order that, pursuant to 18 U.S.C. § 1345, the United States Postal Service is authorized to detain:
- i. all of Defendants' mail, addressed to any foreign P.O. box, which is responsive to any of the materials described in Paragraph (A)(ii)(a)-(f), *supra*;
 - ii. any of the materials described in Paragraph (A)(ii)(a)-(e), *supra*, and any substantially similar advertisements, solicitations, and promotional materials that are deposited into the United States mail by Defendants, their agents, officers, or employees, or any other persons or entities in active concert or participation with them.
- D. That the Court issue a preliminary injunction on the same basis and to the same effect.
- E. That the Court issue a permanent injunction on the same basis and to the same effect.
- F. That the Court order such other and further relief as the Court shall deem just and proper.

Dated: May 31, 2017

BRIDGET M. ROHDE
Acting United States Attorney
Eastern District of New York
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/s/ Jessica Sklarsky

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Ann.F.Entwistle@usdoj.gov

EXHIBIT A to Complaint

**UNITED STATES POSTAL INSPECTION SERVICE
WASHINGTON, D.C. 20260-2100**

In the Matter of the Determination of	)	Date of Issuance:
Nonmailability of Certain Material from:	)	July 24, 2015
)	
)	
PO Box 201)	
CE Bunnik 3980)	
The Netherlands)	
)	
	)	Case Number:
	)	[1223] 15-JFK-1035
)	

DETERMINATION OF NONMAILABILITY

Evidence Presented

As a consequence of border searches of inbound mail performed by Customs and Border Protection, the U.S. Postal Inspection Service has been presented with evidence that you have caused the mailing of lottery related matter **and/or** facsimile checks addressed to persons located in the United States. A representative copy from the detained mail pieces is attached as **Exhibit A.**

Mailability Determination

Based on this evidence, the Inspection Service makes the following determination:

1. The mailing constitutes matter, the mailing of which is punishable under the criminal postal anti-lottery statute, 18 U.S.C. § 1302; **and/or**
2. The financial instruments contained in the mailing constitute nonmailable "facsimile checks" as defined under subsection (k) of

39 U.S.C. § 3001 since they depict financial instruments that are not negotiable and do not contain the statutorily required language; and

3. The mailing constitutes nonmailable matter under 39 U.S. C. § 3001; and
4. The mailing should be destroyed pursuant to subsection (b) of 39 U.S.C. § 3001.

Attachments One and Two contain a copy of the cited statutory provisions.

Appeal Rights

Upon expiration of forty-five calendar days immediately following the date of issuance of this determination, the Inspection Service will order the destruction of the detained mail and any other identical mail received and detained after the issuance of this determination. The Destruction Order will not issue if, within that forty-five day period, either of the appeal options described below are exercised:

1. An officer of your organization contacts Deputy Counsel for the U.S. Postal Inspection Service and arranges to claim the mail in person at the U.S. Postal Service facility where it is being held, personally appears there, and provides satisfactory proof of his or her identity and ownership of the mail; or
2. The Recorder of the U.S. Postal Service's Judicial Officer Department receives your appeal, filed in accordance with the prescribed rules of practice (Title 39, Code of Federal Regulations, Part 953).

Attachment Three contains a copy of these rules.

GUY J. COTTRELL
Chief Postal Inspector

S. L. Spector
Chief Counsel

A handwritten signature in cursive script, appearing to read "P. A. Edgehille".

By: P. A. Edgehille
Postal Inspector Attorney
U.S. Postal Inspection Service
475 L'Enfant Plaza, SW, Room 3100
Washington, DC 20260-3100
202-268-4774

EXHIBIT A

\$71,868.00 CASH GUARANTEED WINNERS PAYOUT

FAILURE TO RESPOND BEFORE THE DEADLINE WILL FORFEIT CASH CLAIM OR ENTITLEMENT

DEADLINES FAST APPROACHING

YOU ARE GUARANTEED TO RECEIVE A CASH ENTITLEMENT OF NO LESS THAN \$71,868.00 OR AWARD DELIVERY AT THE ADDRESS RECORDED.

CASH PAYOUT AMOUNT:

*** \$71,868.00 ***

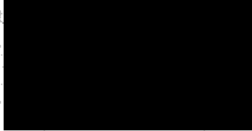
STATUS:

APPROVED

Reference

31002147312

GUARANTEED RECIPIENT



>>>> 882705518004-FDS01F <<<<<

This is non-transferable, and is intended for addressee only.

DATE 5/26/2015
MESSAGE BEGINS

[REDACTED], THESE OFFICIAL FINANCIAL DOCUMENTS THAT YOU NOW HOLD REQUIRE YOUR FULL AND IMMEDIATE ATTENTION.

You are GUARANTEED to receive a cash entitlement of no less than \$71,868.00 or award delivery. [REDACTED] as soon as I receive your Form below with acceptance and nominal fee of \$20.00, your item will be expedited to you.

Your claim must be received before the deadline date. The Cash or award is yours, and will be sent to you as soon as you respond!

[REDACTED] it is my pleasure to confirm this excellent news! I personally guarantee to ensure secure and speedy delivery to you at [REDACTED].

REMEMBER [REDACTED] YOU ARE A GUARANTEED WINNER! You absolutely cannot receive a PAYMENT in the amount of \$71,868.00 unless you complete and post the form below IMMEDIATELY. If you do not respond, your status will be forfeited.

Congratulations,

Issued in Compliance with Official Directive

Thomas Y. ...
INSPECTION OFFICER

KEEP THIS FOR YOUR RECORDS



KEEP TOP PORTION AND FILE

Date Of Issue: 5/26/2015
Designated: FDS01F



31002147312

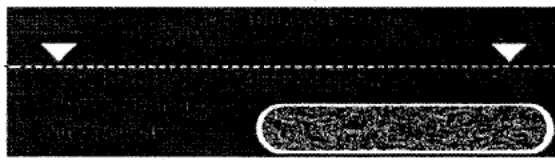
FDS01F

TO RECEIVE YOUR GUARANTEED CASH/AWARD:

Enclosed is required processing/delivery fee of \$20.00 for compliance requirements to receive Guaranteed Cash/Award.

My payment is by ___ Cash ___ Check or Money Order payable to FDS or ___ VISA ___ MasterCard
Credit Card Number: _____
Expiration Date: ___/___/___

MY SIGNATURE ATTESTS TO MY ACTING WITHIN 9 DAYS OF RECEIVING MY NOTICE



X
DEBBIE FERGUSON

31002147312

Debbie Ferguson
INSPECTION OFFICER

AN AMOUNT IN EXCESS OF

> > > \$71,868.00 > > >



FDS01F

EACH INDIVIDUAL WHO RETURNS THE REQUIRED SECUREMENT FEE WILL BE PURCHASING AND IS GUARANTEED TO RECEIVE ONE OF THE ITEMS LISTED. THIS MERCHANDISE OFFERING IS AVAILABLE TO RESIDENTS 18 YEARS OF AGE OR OLDER. ALL MAILINGS ARE ASSIGNED A DIFFERENT PROPERTY DESIGNATION NUMBER WHICH CORRESPONDS TO A SPECIFIC ITEM BEING OFFERED FOR SALE. THE ITEM EACH RECIPIENT IS ENTITLED TO PURCHASE HAS BEEN DETERMINED PRIOR TO EACH MAILING BASED ON SPECIFIC CRITERIA. THESE ITEMS ARE NOT PRIZES OR GIFTS, AND THIS IS A MERCHANDISE OFFERING, NOT A SWEEPSTAKES, DRAW OR CONTEST. THIS OFFER IS MADE AVAILABLE BY THE SPONSORS FOR THE PURPOSE OF INTRODUCING A SELECT NUMBER OF CONSUMERS TO THE MERCHANDISE AVAILABLE FROM INDEPENDENT THIRD PARTY SUPPLIERS. THE SPONSORS OF THIS OFFER MAKE NO WARRANTY OF MERCHANTABILITY OR IN ANY WAY GUARANTEES THE MERCHANDISE ON OFFER IN RESPECT TO QUALITY OR FITNESS UNLESS OTHERWISE STATED. THE ITEMS FEATURED IN THIS OFFER INCLUDE ONE \$79,868.00 PAYMENT, ONE AMANA 25 CU. FT. REFRIGERATOR AND APPROXIMATELY THREE MILLION GOLD & DIAMOND JEWELRY ITEMS. ALL TAXES ARE THE RESPONSIBILITY OF THE RECIPIENT. IF YOU ARE A USA CUSTOMER: WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT, OR TO PROCESS TO PROCESS THE PAYMENT AS A CHECK TRANSFER. WHEN WE USE INFORMATION FROM YOUR CHECK TO MAKE AN ELECTRONIC FUND TRANSFER, FUND MAY BE WITHDRAWN FROM YOUR ACCOUNT THE SAME DAY WE RECEIVE YOUR PAYMENT; YOU WILL NOT RECEIVE YOUR CHECK BACK FROM YOUR FINANCIAL INSTITUTION. IN THE UNLIKELY EVENT THAT YOUR CHECK IS RETURNED UNPAID, A STATE-ALLOWABLE HANDLING FEE MAY BE ELECTRONICALLY DEBITED FROM YOUR ACCOUNT. SPONSOR RESERVES THE RIGHT TO SUBSTITUTE EQUIVALENT CASH VALUE FOR ITEMS LISTED. UNSOLD ITEMS WILL NOT BE DISTRIBUTED. DIFFERENT CREATIVE PRESENTATIONS OF THIS OFFER UNDER THE SAME STRUCTURE MAY BE MADE. THE TERMS AND CONDITIONS SET FORTH IN THIS OFFER WILL BE STRICTLY ENFORCED. NO RESPONSIBILITY IS ASSUMED FOR LOST, LATE, OR MISDIRECTED MAIL, OR ERRORS IN PRINTING, VOID WHERE PROHIBITED BY LAW. OCCASIONALLY WE MAKE OUR MAILING LIST AVAILABLE TO REPUTABLE COMPANIES AND ORGANIZATIONS WHOSE PRODUCTS OR SERVICES MAY BE OF INTEREST TO YOU. TO FIND OUT, IN ADVANCE OF PAYMENT, WHICH PRE-DETERMINED ITEM YOU ARE ENTITLED TO PURCHASE, SEND YOUR NAME, ADDRESS, AND PROPERTY DESIGNATION NUMBER IN THE ENVELOPE PROVIDED. IF YOU DO NOT WANT YOUR NAME TO BE MADE AVAILABLE, SEND A WRITTEN REQUEST TO US IN THE ENVELOPE PROVIDED. IF YOU ARE NOT SATISFIED WITH OUR SERVICE, PLEASE SEND US WRITTEN REQUEST WITHIN 60 DAYS FOR A FULL REFUND.

JEDE PERSON, DIE DIE ERFORDERLICHE SICHERHEITSGEBÜHR ZURÜCKSENDET, ERWIRBT UND ERHÄLT GARANTIERT EINEN DER AUFGEFÜHRTEN ARTIKEL. DIESES WERBEANGEBOT IST GÜLTIG FÜR ALLE PERSONEN, DIE MINDESTENS 18 JAHRE ALT SIND. ALLEN SENDUNGEN WURDE EINE ANDERE EIGENTUMSAUSWEISNUMMER ZUGETEILT, DIE EINEM BESTIMMTEN, ZUM VERKAUF ANGEBOTENEN ARTIKEL ENTSPRICHT. DER ARTIKEL, DEN JEDER EMPFÄNGER KAUFEN KANN, WURDE BEREITS VOR DER AUSSENDUNG ANHAND SPEZIELLER KRITERIEN ZUGETEILT. DIESE ARTIKEL SIND KEINE PREISE ODER GESCHENKE UND DIES IST EIN WERBEANGEBOT, KEIN GEWINNSPIEL, KEINE ZIEHUNG UND KEIN WETTBEWERB. DIE ARTIKEL IM RAHMEN DIESES ANGEBOTS SIND U. A. EIN €79.868,00, EINEM AMANA 25 CU. FT. KÜHLSCHRANK SOWIE UMGEFÄHR DREI MILLIONEN ECHTE GOLD & DIAMANT SCHMUCKSTÜCKE. ALLE STEUERN SIND VOM EMPFÄNGER ZU ZAHLEN; DER SPONSOR BEHÄLT SICH DAS RECHT VOR, DEN GEGENWERT DER AUFGEFÜHRTEN PREISE IN BAR AUSZUGEBEN. NICHT VERKAUFTE ARTIKEL WERDEN NICHT VERGEBEN. UNTERSCHIEDLICH AUFGEMACHTE PRÄSENTATIONEN DIESES ANGEBOTS MIT DERSELBEN STRUKTUR KÖNNEN GEMACHT WERDEN. DIE ALLGEMEINEN GESCHAFTSBEDINGUNGEN DIESES ANGEBOTS WERDEN STRIKT EINGEHALTEN. ES WIRD KEINE VERANTWORTUNG FÜR VERLORENE, VERSPÄTETE ODER FEHLGELEITETE POST ODER DRUCKFEHLER ÜBERNOMMEN. DIESES ANGEBOT IST NICHTIG, WO ES GESETZLICH UNTERSAGT IST. UM BEREITS VOR DER ZAHLUNG HERAUSZUFINDEN, WELCHER ARTIKEL IHNEN BEREITS ZUM KAUF ZUGETEILT WURDE; SENDEN SIE IHREN NAMEN, IHRE ADRESSE UND DIE EIGENTUMSAUSWEISNUMMER. BEI GEGENWÄRTIGKEIT KÖNNEN WIR UNSERE VERSANDLISTE AN BEKANNTE UNTERNEHMEN UND ORGANISATIONEN WEITERGEBEN. DEREN PRODUKTE ODER DIENSTLEISTUNGEN FÜR SIE VON INTERESSE SEIN KÖNNTEN. FALLS SIE NICHT WÜNSCHEN, DASS IHR NAME ZUR VERFÜGBARKEIT GESTELLT WIRD, SCHREIBEN SIE UNS BITTE UNTER VERWENDUNG DES BEIGEFÜGTEN UMSCHLAGS. WENN SIE MIT UNSEREN DIENSTLEISTUNGEN NICHT ZUFRIEDEN SIND, BITTE SCHICKEN SIE UNS EINSUCHEN IM LAUFE VON 60 TAGEN FÜR EINE VOLLE ERSTATTUNG ZURÜCK.

CHAQUE PERSONNE QUI RETOURNE LA CONTRIBUTION DEMANDÉE ACHÈTERA ET SERA ASSURÉE DE RECEVOIR L'UN DES ARTICLES MENTIONNÉS. CETTE OFFRE DE MARCHANDISE EST RÉSERVÉE AUX CITOYENS AGÉS DE 18 ANS OU PLUS. CHAQUE ENVOI DE COURRIER REÇOIT UN NUMÉRO DE DÉSIGNATION DE BIEN DIFFÉRENT QUI CORRESPOND À UN ARTICLE SPÉCIFIQUE PROPOSÉ À LA VENTE. L'ARTICLE QUE CHAQUE BÉNÉFICIAIRE EST EN DROIT D'ACQUÉRIR A ÉTÉ DÉTERMINÉ AVANT CHAQUE ENVOI DE COURRIER SUR LA BASE DE CRITÈRES SPÉCIFIQUES. CES ARTICLES NE SONT NI DES PRIX NI DES CADEAUX, ET C'EST UNE OFFRE DE MARCHANDISE, PAS UNE LOTÉRIE, UN TIRAGE AU SORT OU UN CONCOURS. LES ARTICLES MENTIONNÉS DANS CETTE OFFRE COMPRENNENT UNE 79 868,00 €, UN RÉFRIGÉRATEUR AMANA 700 L ET ENVIRON TROIS MILLIONS D'ARTICLES DE BIJOUTERIE AUTHENTIQUES OR ET DIAMANT. TOUTES LES TAXES SONT LA RESPONSABILITÉ DU BÉNÉFICIAIRE. LE PROMOTEUR SE RÉSERVE LE DROIT DE REMPLACER LES ARTICLES MENTIONNÉS PAR LE MONTANT ÉQUIVALENT EN ESPÈCES CORRESPONDANT À LEUR VALEUR. LES ARTICLES NON VENDUS NE SERONT PAS DISTRIBUÉS. DIFFÉRENTES PRÉSENTATIONS DE CETTE OFFRE ADOPTANT LA MÊME STRUCTURE PEUVENT ÊTRE PRÉSENTÉES. LES CONDITIONS DÉFINIES DANS CETTE OFFRE SERONT STRICTEMENT APPLIQUÉES. NOUS DÉCLINONS TOUTE RESPONSABILITÉ EN CAS DE PERTE, DE RETARD, D'ERREUR DE LIVRAISON DE COURRIER OU D'ERREURS D'IMPRESSION. NUL ET NON AVENU LORSQUE LA LOI L'INTERDIT. NOUS METTONS OCCASIONNELLEMENT NOTRE LISTE DE DISTRIBUTION POUR DÉTERMINER, AVANT LE PAIEMENT, QUEL ARTICLE PRÉDÉTERMINÉ VOUS ÊTES EN DROIT D'ACQUÉRIR, ENVOYEZ VOTRE NOM, VOTRE ADRESSE ET LE NUMÉRO DE DÉSIGNATION DU BIEN DANS L'ENVELOPPE FOURNIE. À LA DISPOSITION DE SOCIÉTÉS ET D'ORGANISATIONS RENOMMÉES DON'T LES PRODUITS PEUVENT PRÉSENTER UN INTÉRÊT POUR VOUS. SI VOUS NE PAS SATISFAIT AVEC NOTRE SERVICE ÉCRIVEZ À VOUS PENDANT 60 JOURS DE VOTRE ACHAT POUR LE REMBOURSEMENT INTÉGRAL. SI VOUS NE SOUHAITEZ PAS QUE VOTRE NOM SOIT COMMUNIQUÉ, ENVOYEZ-NOUS UNE DEMANDE ÉCRITE DANS L'ENVELOPPE FOURNIE.

必要な保証料を返送された方は、下記の商品をご購入いただくこととなり、そのお届けが保証されています。ご購入いただき、弊社がお届けすることになってい商品をお支払い前にお知りにならない場合は、お客様の氏名、住所、およびプロバイド ID 番号を、に所定の封筒にてお送りください。この商品オファーは、20歳以上の方に対して有効です。すべての郵送通知には、それぞれ異なるプロバイド ID 番号が割り当てられており、お支払いいただいた商品にのみ対応しています。ご購入いただける商品は、所定の条件により、この通知を発送する前にそれぞれ決められています。これらの商品は賞品や贈品ではありません。また、お支払い、またはコンテストなどでもなく、商品をご購入いただくようご提供するものです。このオファーでは、\$79,868.000 1台 AMANA 25立方フィート冷蔵庫1台、および金とダイヤモンドのジュエリー約300万点といった自動車およびその他の品々をご用意しております。すべての税金は、受取人にお支払いいただきます。スポンサーは、上記の商品を同等価値の現金に差し替える権限を有するものとします。未販売商品は配達されません。このオファーが同一組織により異なる形態で提供される場合もあります。このオファーに記載されている条件は、厳密に執行されます。郵送物の損失、遅延、誤配、または印刷上のミスについては、一切責任を負いません。法律により禁止されている地域では無効です。弊社のマーケティングリストは、お客様がご興味を示されると考えられる商品やサービスを提供する、厳選した企業や組織に開示されることがあります。氏名を開示しないように希望されるお客様は、弊社まで書面でお送りください。弊社のサービスにご満足いただけない場合は、60日以内に書面にてご連絡いただきますと全額返金いたします。

From: _____

REGNI

Please
Apply
Postage

PO BOX 201
3980 CE Bunnik
The Netherlands

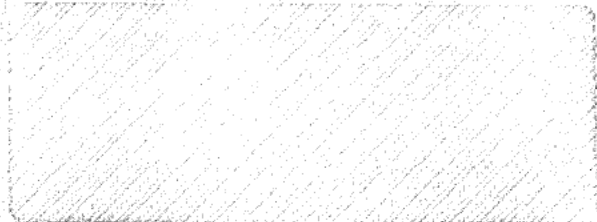
FORM GN01

SECURITY	TAXE PERCUE
<small>If cancelled/voided, please return to: P.O. Box 0109 CF-220 01 Plate 120</small>	<small>No. 112M202 CF-220 01 Plate 120</small>

IMPORTANT NOTICE:
 OPEN IMMEDIATELY! MATERIAL ENCLOSED IS
 INTENDED SOLELY FOR ADDRESSEE DESIGNATED
 IN THE WINDOW. TIMELY RESPONSE IS REQUESTED

**OFFICIA
 REDRUS** DOC # 9918-0744

NOTICE OF IMPORTANCE INSIDE: READ AT ONCE



**PAYMENT
 ADVISORY**
 RESPONSE REQUIRED



TITLE 18. CRIMES AND CRIMINAL PROCEDURE
PART I. CRIMES
CHAPTER 61. LOTTERIES

18 USCS §1302

§1302. Mailing lottery tickets or related matter

Whoever knowingly deposits in the mail, or sends or delivers by mail:

Any letter, package, postal card, or circular concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance;

Any lottery ticket or part thereof, or paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance;

Any check, draft, bill, money, postal note, or money order, for the purchase of any ticket or part thereof, or of any share or chance in any such lottery, gift enterprise, or scheme;

Any newspaper, circular, pamphlet, or publication of any kind containing any advertisement of any lottery, gift enterprise, or scheme of any kind offering prizes dependent in whole or in part upon lot or chance, or containing any list of the prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme, whether said list contains any part or all of such prizes;

Any article described in section 1953 of this title [18 USCS §1953]—

Shall be fined under this title or imprisoned not more than two years, or both; and for any subsequent offense shall be imprisoned not more than five years.

TITLE 39. POSTAL SERVICE
PART IV. MAIL MATTER
CHAPTER 30. NONMAILABLE MATTER

39 USCS §3001

§3001. Nonmailable matter

- (a) Matter of deposit of which in the mails is punishable under section 1302, 1341, 1342, 1461, 1463, 1715, 1716, 1717, or 1738 of title 18, or section 26 of the Animal Welfare Act [7 USCS § 2156] is nonmailable.
- (b) Except as provided in subsection (c) of this section, nonmailable matter which reaches the office of delivery, or which may be seized or detained for violation of law, shall be disposed of as the Postal Service shall direct.
- (c) (1) Matter which—
(A) exceeds the size and weight limits prescribed for the particular class of mail; or
(B) is of a character perishable within the period required for transportation and delivery; is nonmailable.
- (2) Matter made nonmailable by this subsection which reaches the office of destination may be delivered in accordance with its address, if the party addressed furnishes the name and address of the sender.
- (d) Matter otherwise legally acceptable in the mails which—
(1) is in the form of, and reasonably could be interpreted or construed as, a bill, invoice, or statement of account due; but
(2) constitutes, in fact, a solicitation for the order by the addressee of goods or services, or both; is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless such matter bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe—
(A) the following notice: "This is a solicitation for the order of goods or services, or both, and not a bill, invoice, or statement of account due. You are under no obligation to make any payments on account of this offer unless you accept this offer."; or
(B) in lieu thereof, a notice to the same effect in words which the Postal Service may prescribe.
- (e) (1) Any matter which is unsolicited by the addressee and which is designed, adapted, or intended for preventing conception (except unsolicited samples thereof mailed to a manufacturer thereof, a dealer therein, a licensed physician or surgeon, or a nurse, pharmacist, druggist, hospital, or clinic) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.
(2) Any unsolicited advertisement of matter which is designed, adapted, or intended for preventing conception is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs unless the advertisement—
(A) is mailed to a manufacturer of such matter, a dealer therein, a licensed physician or surgeon, or a nurse, pharmacist, druggist, hospital, or clinic; or
(B) accompanies in the same parcel any unsolicited sample excepted by paragraph (1) of this subsection. An advertisement shall not be deemed to be unsolicited for the purposes of this paragraph if it is contained in a publication for which the addressee has paid or promised to pay a consideration or which he has otherwise indicated he desires to receive.
- (f) Any matter which is unsolicited by the addressee, which contains a "household substance" (as defined by section 2 of the Poison Prevention Packaging Act of 1970 [15 USCS § 1471]), and which does not comply with the requirements for special child-resistant packaging established for that substance by the Consumer Product Safety Commission, is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.
- (g) (1) Matter otherwise legally acceptable in the mails which contains or includes a fragrance advertising sample is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless the sample is sealed, wrapped, treated, or otherwise prepared in a manner reasonably designed to prevent individuals from being unknowingly or involuntarily exposed to the sample.

(2) The Postal Service shall by regulation establish the standards or requirements which a fragrance advertising sample must satisfy in order for the mail matter involved not to be considered nonmailable under this subsection.

(h) Matter otherwise legally acceptable in the mails which constitutes a solicitation by a nongovernmental entity for the purchase of or payment for a product or service; and which reasonably could be interpreted or construed as implying any Federal Government connection, approval, or endorsement through the use of a seal, insignia, reference to the Postmaster General, citation to a Federal statute, name of a Federal agency, department, commission, or program, trade or brand name, or any other term or symbol; or contains any reference to the Postmaster General or a citation to a Federal statute that misrepresents either the identity of the mailer or the protection or status afforded such matter by the Federal Government is nonmailable matter and shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless—

(1) such nongovernmental entity has such expressed connection, approval or endorsement;

(2) (A) such matter bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS PRODUCT OR SERVICE HAS NOT BEEN APPROVED OR ENDORSED BY THE FEDERAL GOVERNMENT, AND THIS OFFER IS NOT BEING MADE BY AN AGENCY OF THE FEDERAL GOVERNMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe;

(B) the envelope or outside cover or wrapper in which such matter is mailed bears on its face in capital letters and in conspicuous and legible type, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS IS NOT A GOVERNMENT DOCUMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe; and

(C) such matter does not contain a false representation stating or implying that Federal Government benefits or services will be affected by any purchase or nonpurchase; or

(3) such matter is contained in a publication for which the addressee has paid or promised to pay a consideration or which he has otherwise indicated he desires to receive, except that this paragraph shall not apply if the solicitation is on behalf of the publisher of the publication.

(i) Matter otherwise legally acceptable in the mails which constitutes a solicitation by a nongovernmental entity for information or the contribution of funds or membership fees and which reasonably could be interpreted or construed as implying any Federal Government connection, approval, or endorsement through the use of a seal, insignia, reference to the Postmaster General, citation to a Federal statute, name of a Federal agency, department, commission, or program, trade or brand name, or any other term or symbol; or contains any reference to the Postmaster General or a citation to a Federal statute that misrepresents either the identity of the mailer or the protection or status afforded such matter by the Federal Government is nonmailable matter and shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless—

(1) such nongovernmental entity has such expressed connection, approval or endorsement;

(2) (A) such matter bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS ORGANIZATION HAS NOT BEEN APPROVED OR ENDORSED BY THE FEDERAL GOVERNMENT, AND THIS OFFER IS NOT BEING MADE BY AN AGENCY OF THE FEDERAL GOVERNMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe;

(B) the envelope or outside cover or wrapper in which such matter is mailed bears on its face in capital letters and in conspicuous and legible type, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS IS NOT A GOVERNMENT DOCUMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe; and

(C) such matter does not contain a false representation stating or implying that Federal Government benefits or services will be affected by any contribution or noncontribution; or

(3) such matter is contained in a publication for which the addressee has paid or promised to pay a consideration or which he has otherwise indicated he desires to receive, except that this paragraph shall not apply if the solicitation is on behalf of the publisher of the publication.

(j) (1) Any matter otherwise legally acceptable in the mails which is described in paragraph (2) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.

(2) Matter described in this paragraph is any matter that—

(A) constitutes a solicitation for the purchase of or payment for any product or service that—

(i) is provided by the Federal Government; and

(ii) may be obtained without cost from the Federal Government; and

(B) does not contain a clear and conspicuous statement giving notice of the information set forth in clauses (i) and (ii) of subparagraph (A).

(k) (1) In this subsection—

(A) the term “clearly and conspicuously displayed” means presented in a manner that is readily noticeable, readable, and understandable to the group to whom the applicable matter is disseminated;

- (B) the term "facsimile check" means any matter that—
 - (i) is designed to resemble a check or other negotiable instrument; but
 - (ii) is not negotiable;
 - (C) the term "skill contest" means a puzzle, game, competition, or other contest in which—
 - (i) a prize is awarded or offered;
 - (ii) the outcome depends predominately on the skill of the contestant; and
 - (iii) a purchase, payment, or donation is required or implied to be required to enter the contest; and
 - (D) the term "sweepstakes" means a game of chance for which no consideration is required to enter.
- (2) Except as provided in paragraph (4), any matter otherwise legally acceptable in the mails which is described in paragraph (3) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.
- (3) Matter described in this paragraph is any matter that—
- (A) (i) includes entry materials for a sweepstakes or a promotion that purports to be a sweepstakes; and
 - (ii) (I) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that no purchase is necessary to enter such sweepstakes;
 - (II) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that a purchase will not improve an individual's chances of winning with such entry;
 - (III) does not state all terms and conditions of the sweepstakes promotion, including the rules and entry procedures for the sweepstakes;
 - (IV) does not disclose the sponsor or mailer of such matter and the principal place of business or an address at which the sponsor or mailer may be contacted;
 - (V) does not contain sweepstakes rules that state—
 - (aa) the estimated odds of winning each prize;
 - (bb) the quantity, estimated retail value, and nature of each prize; and
 - (cc) the schedule of any payments made over time;
 - (VI) represents that individuals not purchasing products or services may be disqualified from receiving future sweepstakes mailings;
 - (VII) requires that a sweepstakes entry be accompanied by an order or payment for a product or service previously ordered;
 - (VIII) represents that an individual is a winner of a prize unless that individual has won such prize; or
 - (IX) contains a representation that contradicts, or is inconsistent with sweepstakes rules or any other disclosure required to be made under this subsection, including any statement qualifying, limiting, or explaining the rules or disclosures in a manner inconsistent with such rules or disclosures;
- (B) (i) includes entry materials for a skill contest or a promotion that purports to be a skill contest; and
- (ii) (I) does not state all terms and conditions of the skill contest, including the rules and entry procedures for the skill contest;
 - (II) does not disclose the sponsor or mailer of the skill contest and the principal place of business or an address at which the sponsor or mailer may be contacted; or
 - (III) does not contain skill contest rules that state, as applicable—
 - (aa) the number of rounds or levels of the contest and the cost to enter each round or level;
 - (bb) that subsequent rounds or levels will be more difficult to solve;
 - (cc) the maximum cost to enter all rounds or levels;
 - (dd) the estimated number or percentage of entrants who may correctly solve the skill contest or the approximate number or percentage of entrants correctly solving the past 3 skill contests conducted by the sponsor;
 - (ee) the identity or description of the qualifications of the judges if the contest is judged by other than the sponsor;
 - (ff) the method used in judging;
 - (gg) the date by which the winner or winners will be determined and the date or process by which prizes will be awarded;
 - (hh) the quantity, estimated retail value, and nature of each prize; and
 - (ii) the schedule of any payments made over time; or
- (C) includes any facsimile check that does not contain a statement on the check itself that such check is not a negotiable instrument and has no cash value.
- (4) Matter that appears in a magazine, newspaper, or other periodical shall be exempt from paragraph (2) if such matter—
- (A) is not directed to a named individual; or
 - (B) does not include an opportunity to make a payment or order a product or service.
- (5) Any statement, notice, or disclaimer required under paragraph (3) shall be clearly and conspicuously displayed. Any statement, notice, or disclaimer required under subclause (I) or (II) of paragraph (3)(A)(ii) shall be displayed more conspicuously than would otherwise be required under the preceding sentence.
- (6) In the enforcement of paragraph (3), the Postal Service shall consider all of the materials included in the mailing and the material and language on and visible through the envelope or outside cover or wrapper in which those materials are mailed.

(l) (1) Any person who uses the mails for any matter to which subsection (h), (i), (j), or (k) applies shall adopt reasonable practices and procedures to prevent the mailing of such matter to any person who, personally or through a conservator, guardian, or individual with power of attorney—

(A) submits to the mailer of such matter a written request that such matter should not be mailed to such person; or

(B) (i) submits such a written request to the attorney general of the appropriate State (or any State government officer who transmits the request to that attorney general); and

(ii) that attorney general transmits such request to the mailer.

(2) Any person who mails matter to which subsection (h), (i), (j), or (k) applies shall maintain or cause to be maintained a record of all requests made under paragraph (1). The records shall be maintained in a form to permit the suppression of an applicable name at the applicable address for a 5-year period beginning on the date the written request under paragraph (1) is submitted to the mailer.

(m) Except as otherwise provided by law, proceedings concerning the mailability of matter under this chapter [39 USCS §§ 3001 et seq.] and chapters 71 and 83 of title 18 [18 USCS §§ 1461 et seq. and 1691 et seq.] shall be conducted in accordance with chapters 5 and 7 of title 5 [5 USCS §§ 501 et seq. and 701 et seq.].

(n) (1) Except as otherwise authorized by law or regulations of the Postal Service, hazardous material is nonmailable.

(2) In this subsection, the term “hazardous material” means a substance or material designated by the Secretary of Transportation under section 5103(a) of title 49.

(o) The district courts, together with the District Court of the Virgin Islands and the District Court of Guam, shall have jurisdiction, upon cause shown, to enjoin violations of section 1716 of title 18.

[Code of Federal Regulations]
[Title 39, Volume 1]
[Revised as of July 1, 2006]
From the U.S. Government Printing Office
[CITE: 39CFR953]

[Page 265-268]

TITLE 39--POSTAL SERVICE

CHAPTER I--UNITED STATES POSTAL SERVICE

PART 953_RULES OF PRACTICE IN PROCEEDINGS RELATIVE TO MAILABILITY

Sec.

- 953.1 Authority for rules.
- 953.2 Initiation.
- 953.3 Appeal.
- 953.4 Service of notice; Reply; Motion for summary judgment.
- 953.5 Hearings.
- 953.6 Compromise and informal dispositions.
- 953.7 Default; Appearances.
- 953.8 Location of hearing.
- 953.9 Change of place of hearing.
- 953.10 Presiding officers.
- 953.11 Proposed findings of fact and conclusions of law.
- 953.12 Initial decision.
- 953.13 Appeal from initial decision.
- 953.14 Final Agency decision.
- 953.15 Expedition.
- 953.16 Disposition.
- 953.17 Ex parte communications.

Authority: 39 U.S.C. 204, 401.

Source: 59 FR 31538, June 20, 1994, unless otherwise noted.

Sec. 953.1 Authority for rules.

These rules of practice are issued by the Judicial Officer of the U.S. Postal Service pursuant to authority delegated by the Postmaster General.

Sec. 953.2 Initiation.

Mailability proceedings are initiated upon the filing of a written appeal with the Recorder, Judicial Officer Department, U.S. Postal Service, 2101 Wilson Boulevard, Suite 600, Arlington, VA 22201-3078.

[63 FR 66050, Dec. 1, 1998]

Sec. 953.3 Appeal.

The appeal shall:

- (a) Identify the appellant;

- (b) Describe or be accompanied by a copy of the determination or ruling being appealed;
- (c) Describe the character or content of the matter the appellant wishes to have carried and delivered by the U.S. Postal Service;
- (d) Request review of the determination or rules specifying each and every reason why the appellant believes the determination or ruling should be reversed;
- (e) Indicate whether the appellant desires to have an oral hearing or, instead, to have the case decided solely on the basis of the written record (i.e., the appeal, the General Counsel's reply, and any documents submitted by the parties pursuant to an order of the presiding officer); and
- (f) Bear the signature, typed or printed name, title, business address, and telephone number of any attorney at law representing the appellant in bringing the appeal, and of each individual appellant or, if the appellant is a partnership, corporation, limited liability company, or unincorporated association, of the managing partner, chief executive officer, chief operating officer, or other officer authorized to bind the organization.

Sec. 953.4 Service of notice; Reply; Motion for summary judgment.

(a) Service of notice. (1) Upon receiving the appeal, the Recorder shall issue a notice specifying that the Postal Service General Counsel's reply shall be filed within 15 days of receipt of the notice; and the time and place of the hearing (if one was requested).

(2) The Recorder shall promptly serve this notice on the parties as follows:

(i) The notice, with a copy of the appeal, shall be sent to the General Counsel at Postal Service headquarters.

(ii) When the appellant's address is within the United States, the notice, with a copy of the appeal, shall be sent to the postmaster at the office that delivers mail to the appellant's address. The postmaster shall be instructed that, acting personally or through a supervisory employee or a postal inspector, he or she is to serve these documents on the appellant. If the appellant cannot be found within 3 days, the postmaster shall send these documents

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to the appellant by ordinary mail and forward a statement to the Recorder that is signed by the delivering employee and that specifies the time and place of delivery.

(iii) When the appellant's address is outside the United States, the notice, with a copy of the appeal, shall be sent to the appellant by registered airmail, return receipt requested. A written statement by the Recorder, noting the time and place of mailing, shall be accepted as proof of service in the event a signed and dated return receipt is not received.

(b) Reply. The General Counsel shall file a written reply, in triplicate, with the Recorder, within the aforementioned 15-day period or any extension granted by the presiding officer for good cause shown. If the General Counsel's reply fails to address any allegation in the appeal, that allegation shall be deemed admitted.

(c) Motion for summary judgment. Upon motion of either the General Counsel or the appellant, or on the presiding officer's own initiative, the presiding officer may find that the appeal and answer present no genuine and material issues of fact requiring an evidentiary hearing, and thereupon may render an initial decision upholding or reversing the determination or ruling. The initial decision shall become the final Agency decision if a timely appeal is not taken.

Sec. 953.5 Hearings.

(a) In general, admissibility of evidence at hearings conducted under this part hinges on relevancy and materiality. However, relevant evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, or by considerations of undue delay, or by needless presentation of cumulative evidence. Testimony shall be given under oath or affirmation, and witnesses are subject to cross-examination. Stipulations of fact are encouraged and may be received in evidence.

(b) Objections to the admission or exclusion of evidence shall be in short form, stating the grounds of objections relied upon. The transcript shall not include argument or debate thereon except as ordered by the presiding officer. Rulings on such objections shall be a part of the transcript.

(c) Formal exceptions to the rulings of the presiding officer made during the course of the hearing are unnecessary. For all purposes for which an exception otherwise would be taken, it is sufficient that a party, when the ruling of the presiding officer is made or sought, makes known the action he desires the presiding officer to take or his objection to an action taken, and his grounds therefor.

Sec. 953.6 Compromise and informal dispositions.

Either party may request the other to consider informal disposition of any question of mailability, and the scheduled hearing date may be postponed by the presiding officer for such period of time as may be necessary to accommodate settlement discussions between the parties.

Sec. 953.7 Default; Appearances.

If a timely reply to the appeal is not filed, the presiding officer shall refer the appeal to the Judicial Officer, who may find that the General Counsel is in default. Whenever the General Counsel has been deemed to be in default, the Judicial Officer shall take whatever action on the appeal he deems appropriate. If an oral evidentiary hearing is to be held, the appellant may appear at the hearing in person or by counsel. If either party fails to appear at the hearing, the presiding officer shall receive the evidence of the party appearing and render a decision.

Sec. 953.8 Location of hearing.

Unless otherwise ordered by the presiding officer, the hearing shall be held at 2101 Wilson Boulevard, Suite 600, Arlington, VA 22201-3078, on the date set in the notice.

[63 FR 66050, Dec. 1, 1998]

Sec. 953.9 Change of place of hearing.

(a) Not later than the date fixed for the filing of the reply, a party may file a motion that the scheduled hearing be held at a place other than that designated in the notice. The motion shall include a supporting statement outlining:

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- (1) The evidence to be offered in such place;
- (2) The names and addresses of the witnesses who will testify; and
- (3) The reasons why such evidence cannot be presented in Arlington, VA.

(b) In ruling on the motion, the presiding officer shall consider the convenience and necessity of the parties and the relevancy of the evidence to be offered.

[59 FR 31538, June 20, 1994, as amended at 63 FR 66050, Dec. 1, 1998]

Sec. 953.10 Presiding officers.

The presiding officer at any hearing shall be an Administrative Law Judge qualified in accordance with law (5 U.S.C. 3105) and assigned by the Judicial Officer (39 U.S.C. 204), or the Judicial Officer, may at his discretion, elect to preside at the reception of evidence. The Judicial Officer shall assign cases to Administrative Law Judges upon rotation if practicable.

Sec. 953.11 Proposed findings of fact and conclusions of law.

Proposed findings of fact and conclusions of law shall be submitted orally or in writing at the conclusion of the hearing, or otherwise, as ordered by the presiding officer.

Sec. 953.12 Initial decision.

Unless given orally at the conclusion of the hearing, the Administrative Law Judge shall render an initial decision as expeditiously as practicable after the conclusion of the hearing and the receipt of the proposed findings and conclusions, if any. The initial decision shall become the decision of the Postal Service if an appeal is not perfected. When the Judicial Officer presides at the hearing, his powers shall include those of an Administrative Law Judge, but the Judicial Officer may render either an initial or final decision. Exceptions may be filed to an initial decision rendered by the Judicial Officer in accordance with Sec. 953.13.

Sec. 953.13 Appeal from initial decision.

Either party may file exceptions in a brief on appeal to the Judicial Officer within 5 days after receipt of the initial decision unless additional time is granted. A reply brief may be filed within 5 days after the receipt of the appeal brief by the opposing party.

Sec. 953.14 Final Agency decision.

The Judicial Officer shall render a final Agency decision. The decision shall be served upon the parties and the postal official having custody of any mail detained pursuant to the determination or ruling.

Sec. 953.15 Expedition.

For the purpose of further expedition, either party may move to have the hearing held at an earlier date than that specified in the notice. Either party may also move to have the initial decision (if an Administrative Law Judge or the Judicial Officer is presiding) or the final Agency decision (if the Judicial Officer is presiding) rendered orally at the conclusion of the hearing. The presiding officer may grant or deny any such motion. The parties may, with the concurrence of the Judicial Officer, agree to waive any of the procedures established in these rules.

Sec. 953.16 Disposition.

Mail matter found to be nonmailable shall be held at the post office where detained for a period of 15 days from the date of the Postal Service decision, unless that period is extended by the Judicial Officer. During this holding period, the appellant may apply for the withdrawal of the matter. If any such application is made, the General Counsel shall be given notice and the opportunity to oppose the application. Upon the expiration of the holding period with no application having been made, the Judicial Officer shall order that the matter be disposed of in accordance with 39 U.S.C. 3001(b). If a timely application is made, the Judicial Officer shall consider the application and any reasons advanced by the General Counsel for denying the application. The Judicial Officer shall thereafter order either that the matter be returned to the applicant or that it be disposed of in accordance with 39 U.S.C. 3001(b).

Sec. 953.17 Ex parte communications.

The provisions of 5 U.S.C. 551(14), 556(d), and 557(d) prohibiting ex parte communications are made applicable

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to proceedings under these rules of practice.

EXHIBIT B

to Complaint

UNITED STATES POSTAL INSPECTION SERVICE
WASHINGTON, D.C. 20260-2100

In the Matter of the Determination of	)	Date of Issuance:
Nonmailability of Certain Material from:	)	July 1, 2013
)	
)	
PO Box 22)	
3984 ZG Odijk)	
Netherlands)	
)	
)	
	)	Case Number:
	)	13-SFC-0328

DETERMINATION OF NONMAILABILITY

Evidence Presented

As a consequence of border searches of inbound mail performed by Customs and Border Protection, the U.S. Postal Inspection Service has been presented with evidence that you have caused the mailing of lottery related matter **and/or** facsimile checks addressed to persons located in the United States. A representative copy from the detained mail pieces is attached as **Exhibit A.**

Mailability Determination

Based on this evidence, the Inspection Service makes the following determination:

1. The mailing constitutes matter, the mailing of which is punishable under the criminal postal anti-lottery statute, 18 U.S.C. § 1302; **and/or**
2. The financial instruments contained in the mailing constitute nonmailable "facsimile checks" as defined under subsection (k) of

GUY J. COTTRELL
Chief Postal Inspector

S. L. Spector
Chief Counsel

By:

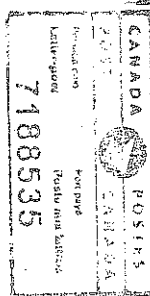
A handwritten signature in black ink, appearing to read "D. J. Leonhardt", written in a cursive style.

David J. Leonhardt
Postal Inspector Attorney
U.S. Postal Inspection Service
475 L'Enfant Plaza, SW, Room 3100
Washington, DC 20260-3100
202-268-4774

EXHIBIT A

FORM GNO1 CASH ENTITLEMENT

435 pas



AIR MAIL

IMPORTANT NOTICE:

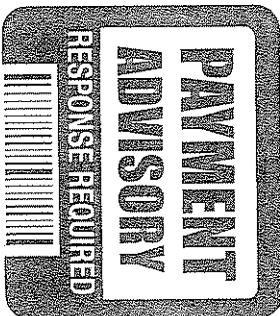
OPEN IMMEDIATELY! MATERIAL ENCLOSED IS INTENDED SOLELY FOR ADDRESSEE DESIGNATED IN THE WINDOW. TIMELY RESPONSE IS REQUESTED.

OFFICIAL RECORDS

DOC # 9918-0744

OSE-01-FDS

NOTICE OF IMPORTANCE INSIDE: READ AT ONCE



EX-6A

RUSH
LEVELT
ELIGIBILITY

PO Box 22
3984 ZG Odijk
The Netherlands

From: _____

CHE-F2-GN

Please
Apply
Postage

EX-6B

\$68,868.00 CASH GUARANTEED WINNERS PAYOUT

FAILURE TO RESPOND BEFORE THE DEADLINE WILL FORFEIT CASH CLAIM OR ENTITLEMENT

DEADLINES FAST APPROACHING

YOU ARE GUARANTEED TO RECEIVE A CASH ENTITLEMENT OF NO LESS THAN \$68,868.00 OR AWARD DELIVERY AT THE ADDRESS RECORDED.

CASH PAYOUT AMOUNT:	
☆☆☆	\$68,868.00
☆☆☆	
STATUS:	Reference:
APPROVED	2074528222

GUARANTEED RECIPIENT



TW

>>>>> 882705518004-GN-01-FDS <<<<<<

This is non-transferable, and is intended for addressee only.

DATE 03/12/2013

MESSAGE BEGINS

THESE OFFICIAL FINANCIAL DOCUMENTS THAT YOU NOW HOLD REQUIRE YOUR FULL AND IMMEDIATE ATTENTION.

You are GUARANTEED to receive a cash entitlement of no less than \$68,868.00 or award delivery. as soon as I receive your Form below with acceptance and nominal fee of \$20, your item will be expedited to you.

Your claim must be received before the deadline date. The Cash or award is yours, and will be sent to you as soon as you respond!

it is my pleasure to confirm this excellent news! I personally guarantee to ensure secure and speedy delivery to you at

REMEMBER YOU ARE A GUARANTEED WINNER! You absolutely cannot receive a PAYMENT in the amount of \$68,868.00 unless you complete and post the form below IMMEDIATELY. If you do not respond, your status will be forfeited.

Congratulations,

Thomas Wainwright

INSPECTION OFFICER

Issued in Compliance with Official Directive

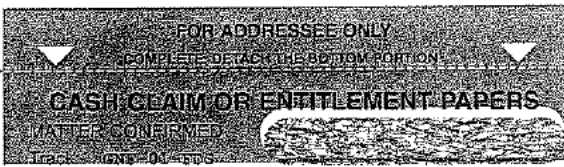


KEEP THIS FOR YOUR RECORDS

Date Of Issue: 03/12/2013

Designated: GNF-01-FDS

KEEP TOP PORTION AND FILE



TO RECEIVED YOUR GUARANTEED CASH/AWARD:

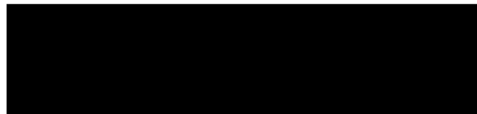
Enclosed is required processing/delivery fee of \$20 for compliance requirements to receive Guaranteed Cash/Award.

My payment is by Cash Check or Money Order payable to FDS or VISA MasterCard

Credit Card Number: _____

Expiry Date: ____/____/____

MY SIGNATURE ATTESTS TO MY ACTING WITHIN 9 DAYS OF RECEIVING MY NOTICE



MS VICKI GIL

DGF N066 105328948 OF01U 17786

AN AMOUNT IN EXCESS OF >>> \$68,868.00 >>>

Thomas Wainwright
INSPECTION OFFICER



Ex-101

EACH INDIVIDUAL WHO RETURNS THE REQUIRED SECUREMENT FEE WILL BE PURCHASING AND IS GUARANTEED TO RECEIVE ONE OF THE ITEMS LISTED. THIS MERCHANDISE OFFERING IS AVAILABLE TO RESIDENTS 18 YEARS OF AGE OR OLDER. ALL MAILINGS ARE ASSIGNED A DIFFERENT PROPERTY DESIGNATION NUMBER WHICH CORRESPONDS TO A SPECIFIC ITEM BEING OFFERED FOR SALE. THE ITEM EACH RECIPIENT IS ENTITLED TO PURCHASE HAS BEEN DETERMINED PRIOR TO EACH MAILING BASED ON SPECIFIC CRITERIA. THESE ITEMS ARE NOT PRIZES OR GIFTS, AND THIS IS A MERCHANDISE OFFERING, NOT A SWEEPSTAKES, DRAW OR CONTEST. THIS OFFER IS MADE AVAILABLE BY THE SPONSORS FOR THE PURPOSE OF INTRODUCING A SELECT NUMBER OF CONSUMERS TO THE MERCHANDISE AVAILABLE FROM INDEPENDENT THIRD PARTY SUPPLIERS. THE SPONSORS OF THIS OFFER MAKE NO WARRANTY OF MERCHANTABILITY OR IN ANY WAY GUARANTEES THE MERCHANDISE ON OFFER IN RESPECT TO QUALITY OR FITNESS UNLESS OTHERWISE STATED. THE ITEMS FEATURED IN THIS OFFER INCLUDE ONE \$68,868.00 PAYMENT, ONE AMANA 25 CU. FT. REFRIGERATOR AND APPROXIMATELY THREE MILLION GOLD & DIAMOND JEWELRY ITEMS. ALL TAXES ARE THE RESPONSIBILITY OF THE RECIPIENT. IF YOU ARE A US CUSTOMER: WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT, OR TO PROCESS TO PROCESS THE PAYMENT AS A CHECK TRANSFER. WHEN WE USE INFORMATION FROM YOUR CHECK TO MAKE AN ELECTRONIC FUND TRANSFER, FUND MAY BE WITHDRAWN FROM YOUR ACCOUNT THE SAME DAY WE RECEIVE YOUR PAYMENT; YOU WILL NOT RECEIVE YOUR CHECK BACK FROM YOUR FINANCIAL INSTITUTION. IN THE UNLIKELY EVENT THAT YOUR CHECK IS RETURNED UNPAID, A STATE-ALLOWABLE HANDLING FEE MAY BE ELECTRONICALLY DEBITED FROM YOUR ACCOUNT. SPONSOR RESERVES THE RIGHT TO SUBSTITUTE EQUIVALENT CASH VALUE FOR ITEMS LISTED. UNSOLD ITEMS WILL NOT BE DISTRIBUTED. DIFFERENT CREATIVE PRESENTATIONS OF THIS OFFER UNDER THE SAME STRUCTURE MAY BE MADE. THE TERMS AND CONDITIONS SET FORTH IN THIS OFFER WILL BE STRICTLY ENFORCED. NO RESPONSIBILITY IS ASSUMED FOR LOST, LATE, OR MISDIRECTED MAIL, OR ERRORS IN PRINTING. VOID WHERE PROHIBITED BY LAW. OCCASIONALLY WE MAKE OUR MAILING LIST AVAILABLE TO REPUTABLE COMPANIES AND ORGANIZATIONS WHOSE PRODUCTS OR SERVICES MAY BE OF INTEREST TO YOU. TO FIND OUT, IN ADVANCE OF PAYMENT, WHICH PRE-DETERMINED ITEM YOU ARE ENTITLED TO PURCHASE, SEND YOUR NAME, ADDRESS, AND PROPERTY DESIGNATION NUMBER TO FDS IN THE ENVELOPE PROVIDED. IF YOU DO NOT WANT YOUR NAME TO BE MADE AVAILABLE, SEND A WRITTEN REQUEST TO US IN THE ENVELOPE PROVIDED. IF YOU ARE NOT SATISFIED WITH OUR SERVICE, PLEASE SEND US WRITTEN REQUEST WITHIN 60 DAYS FOR A FULL REFUND.

JEDE PERSON, DIE DIE ERFORDERLICHE SICHERHEITSGEBÜHR ZURÜCKSENDET, ERWIRBT UND ERHÄLT GARANTIERT EINEN DER AUFGEFÜHRTEN ARTIKEL. DIESES WERBEANGEBOT IST GÜLTIG FÜR ALLE PERSONEN, DIE MINDESTENS 18 JAHRE ALT SIND. ALLEN SENDUNGEN WURDE EINE ANDERE EIGENTUMSAUSWEISNUMMER ZUGETEILT, DIE EINEM BESTIMMTEN, ZUM VERKAUF ANGEBOTENEN ARTIKEL ENTSPRICHT. DER ARTIKEL, DEN JEDER EMPFÄNGER KAUFEN KANN, WURDE BEREITS VOR DER AUSSENDUNG ANHAND SPEZIELLER KRITERIEN ZUGETEILT; DIESE ARTIKEL SIND KEINE PREISE ODER GESCHENKE UND DIES IST EIN WERBEANGEBOT, KEIN GEWINNSPIEL, KEINE ZIEHUNG UND KEIN WETTBEWERB. DAS ARTIKEL IM RAHMEN DIESES ANGEBOTS SIND U. A. EIN €68.868,00, EINEN AMANA 25 CU. FT. KÜHLSCHRANK SOWIE UMGEFÄHR DREI MILLIONEN ECHTE GOLD & DIAMANT SCHMUCKSTÜCKE. ALLE STEUERN SIND VOM EMPFÄNGER ZU ZAHLEN; DER SPONSOR BEHÄLT SICH DAS RECHT VOR, DEN GEGENWERT DER AUFGEFÜHRTEN PREISE IN BAR AUSZUGEBEN, NICHT VERKAUFTE ARTIKEL WERDEN NICHT VERGEBEN. UNTERSCHIEDLICH AUFGEMACHTE PRÄSENTATIONEN DIESES ANGEBOTS MIT DERSELBEN STRUKTUR KÖNNEN GEMACHT WERDEN. DIE ALLGEMEINEN GESCHÄFTSBEDINGUNGEN DIESES ANGEBOTS WERDEN STRIKT ENGEHALTEN. ES WIRD KEINE VERANTWORTUNG FÜR VERLORENE, VERSPÄTETE ODER FEHLGELEITETE POST ODER DRUCKFEHLER ÜBERNOMMEN. DIESES ANGEBOT IST NICHTIG, WO ES GESETZLICH UNTERSAGT IST. UM BEREITS VOR DER ZAHLUNG HERAUSZUFINDEN, WELCHER ARTIKEL IHNEN BEREITS ZUM KAUF ZUGETEILT WURDE; SENDEN SIE IHREN NAMEN, IHRE ADRESSE UND DIE EIGENTUMSAUSWEISNUMMER AN FDS. BEI GELEGENHEIT KÖNNEN WIR UNSERE VERSANDLISTE AN BEKANNTE UNTERNEHMEN UND ORGANISATIONEN WEITERGEBEN, DEREN PRODUKTE ODER DIENSTLEISTUNGEN FÜR SIE VON INTERESSE SEIN KÖNNTEN. FALLS SIE NICHT WÜNSCHEN, DASS IHR NAME ZUR VERFÜGUNG GESTELLT WIRD, SCHREIBEN SIE UNS BITTE UNTER VERWENDUNG DES BEIGEFÜGTEN UMSCHLAGS. WENN SIE MIT UNSEREN DIENSTLEISTUNGEN NICHT ZUFRIEDEN SIND, BITTE SCHICKEN SIE UNS EIN ERSUCHEN IM LAUFE VON 60 TAGEN FÜR EINE VOLLE ERSTATTUNG ZURÜCK.

CHAQUE PERSONNE QUI RETOURNE LA CONTRIBUTION DEMANDÉE ACHÈTERA ET SERA ASSURÉE DE RECEVOIR L'UN DES ARTICLES MENTIONNÉS. CETTE OFFRE DE MARCHANDISES EST RÉSERVÉE AUX CITOYENS ÂGÉS DE 18 ANS OU PLUS. CHAQUE ENVOI DE COURRIER REÇOIT UN NUMÉRO DE DÉSIGNATION DE BIEN DIFFÉRENT QUI CORRESPOND À UN ARTICLE SPÉCIFIQUE PROPOSÉ À LA VENTE. L'ARTICLE QUE CHAQUE BÉNÉFICIAIRE EST EN DROIT D'ACQUÉRIR A ÉTÉ DÉTERMINÉ AVANT CHAQUE ENVOI DE COURRIER SUR LA BASE DE CRITÈRES SPÉCIFIQUES. CES ARTICLES NE SONT NI DES PRIX NI DES CADEAUX, ET CE CI EST UNE OFFRE DE MARCHANDISE, PAS UNE LOTERIE, UN TIRAGE AU SORT OU UN CONCOURS. LES ARTICLES MENTIONNÉS DANS CETTE OFFRE COMPRENNENT UNE 68 868,00 €. UN REFRIGÉRATEUR AMANA 700 L ET ENVIRON TROIS MILLIONS D'ARTICLES DE BIJOU TERIE AUTHENTIQUES OR ET DIAMANT. TOUTES LES TAXES SONT LA RESPONSABILITÉ DU BÉNÉFICIAIRE. LE PROMOTEUR SE RÉSERVE LE DROIT DE REMPLACER LES ARTICLES MENTIONNÉS PAR LE MONTANT ÉQUIVALENT EN ESPÈCES CORRESPONDANT À LEUR VALEUR. LES ARTICLES NON VENDUS NE SERONT PAS DISTRIBUÉS. DIFFÉRENTS PRÉSENTATIONS DE CETTE OFFRE ADOPTANT LA MÊME STRUCTURE PEUVENT ÊTRE PRÉSENTÉES. LES CONDITIONS DÉFINIES DANS CETTE OFFRE SERONT STRICTEMENT APPLIQUÉES. NOUS DÉCLINONS TOUTE RESPONSABILITÉ EN CAS DE PERTE, DE RETARD, D'ERREUR DE LIVRAISON DE COURRIER OU D'ERREURS D'IMPRESSION. NUL ET NON AVENU LORSQUE LA LOI L'INTERDIT. NOUS METTONS OCCASIONNELLEMENT NOTRE LISTE DE DISTRIBUTION POUR DÉTERMINER, AVANT LE PAIEMENT, QUEL ARTICLE PRÉDÉTERMINÉ VOUS ÊTES EN DROIT D'ACQUÉRIR. ENVOYEZ VOTRE NOM, VOTRE ADRESSE ET LE NUMÉRO DE DÉSIGNATION DU BIEN À FDS DANS L'ENVELOPPE FOURNIE. À LA DISPOSITION DE SOCIÉTÉS ET D'ORGANISATIONS RENOMMÉES DON'T LES PRODUITS PEUVENT PRÉSENTER UN INTÉRÊT POUR VOUS. SI VOUS NE PAS SATISFAIT AVEC NOTRE SERVICE ÉCRIVEZ À VOUS PENDANT 60 JOURS DE VOTRE ACHAT POUR LE REMBOURSEMENT INTÉGRAL. SI VOUS NE SOUHAITEZ PAS QUE VOTRE NOM SOIT COMMUNIQUÉ, ENVOYEZ-NOUS UNE DEMANDE ÉCRITE DANS L'ENVELOPPE FOURNIE.

必要な保証料を返された方は、下記の商品をご購入いただくこととなり、そのお届けが保証されています。ご購入いただき、弊社がお届けすることになっている商品を料金お支払い前にお知りになりたい場合は、お客様の氏名、住所、およびプロパティ ID 番号を FDS に所定の封筒にてお送りください。この商品オファーは、18 歳以上の方に対して有効です。すべての郵送通知には、それぞれ異なるプロパティ ID 番号が割り当てられており、お買い上げいただける所定の商品に対応しています。ご購入いただける商品は、所定の条件により、この通知を発送する前にそれぞれ決められています。これらの商品は賞品や贈品ではありません。また懸賞、くじ、またはコンテストなどでもなく、商品をご購入いただくようご提供するものです。このオファーでは、¥5,230,760 1 台 AMANA 25 立方フィート冷蔵庫 1 台、および金とダイヤモンドのジュエリー約 300 万点といった自動車およびその他の品々をご用意しております。すべての税金は、受取人にお支払いいただきます。スポンサーは、上記の商品を同等価値の現金に差し替える権限を有するものとします。未販売商品は配送されません。このオファーが同一組織により異なる形態で提供される場合もあります。このオファーに記載されている条件は、厳密に執行されます。郵送物の損失、遅延、誤配、または印刷上のミスについては、一切責任を負いません。法律により禁止されている地域では無効です。弊社のメーリングリストは、お客様が興味を示されると考えられる商品やサービスを提供する、厳選した企業や組織に開示されることがあります。氏名を開示しないように希望されるお客様は、弊社まで書面で所定の封筒にてお送りください。弊社のサービスにご満足いただけない場合は、60日以内に書面にてご連絡いただきますと全額返金いたします。

CHIUNQUE FACCIÀ PERVENIRE LA QUOTA OBBLIGATORIA DI CONFERMA ACQUISTA E HA GARANZIA DI RICEVERE UNA DELLE VOCI DESCRITTE. QUESTA OFFERTA DI MERCE È A DISPOSIZIONE DI RESIDENTI CHE ABBIANO 18 O PIÙ ANNI. IN TUTTE LE OFFERTE A GIRO DI POSTA VIENE ASSEGNATO UN DIVERSO NUMERO DI DESIGNAZIONE DI PROPRIETÀ CHE CORRISPONDE A UNO SPECIFICO ARTICOLO OFFERTO IN VENDITA. L'ARTICOLO CHE OGNI BENEFICIARIO HA DIRITTO DI ACQUISTARE È STATO STABILITO PRIMA DI OGNI SPEDIZIONE POSTALE IN BASE A PRECISI CRITERI. QUESTI ARTICOLI NON SONO PREMI O REGALI E QUESTA È UN'OFFERTA DI MERCE, NON UN'ESTRAZIONE, SORTEGGIO O CONCORSO. QUESTA OFFERTA È MESSA A DISPOSIZIONE DAGLI SPONSOR AL FINE D'INTRODURRE UNA ROSA DI CONSUMATORI AGLI ARTICOLI PROMOZIONALI FORNITI DA TERZE PARTI INDIPENDENTI. GLI SPONSOR DI QUESTA OFFERTA NON OFFRONO GARANZIE DI COMMERCIALITÀ NÉ GARANTISCONO GLI ARTICOLI PROPOSTI SOTTO IL PUNTO DI VISTA DELLA QUALITÀ O DELL'ADEGUATEZZA, SE NON SPECIFICATO DIVERSAMENTE. GLI ARTICOLI PRESENTATI IN QUESTA OFFERTA COMPRENDONO UN PAGAMENTO DA 68.868,00 €, UN FRIGORIFERO AMANA DA 25 PIEDI CUBICI E CIRCA TRE MILIONI IN OREFICERIA E GIOIELLI CON DIAMANTI. LE IMPOSTE VANNO ASSOLTE DAL DESTINATARIO. LO SPONSOR SI RISERVA IL DIRITTO DI SOSTITUIRE IL VALORE EQUIVALENTE IN DENARO AGLI ARTICOLI ELENCATI. GLI ARTICOLI INVENDUTI NON VERRANNO DISTRIBUITI. POSSONO ESSERE EFFETTUATE VARIE PRESENTAZIONI CREATIVE DI QUESTA OFFERTA SOTTO LA STESSA STRUTTURA. I TERMINI E CONDIZIONI STABILITI IN QUESTA OFFERTA VERRANNO RISPETTATI ALLA LETTERA. NON SI ASSUME RESPONSABILITÀ PER CORRISPONDENZA SMARRITA, TARDIVA, O RECAPITATA A INDIRIZZI ERRORNEI O PER ERRORI DI STAMPA. NULLO DOVE LA LEGGE LO PROIBISCE. OCCASIONALMENTE METTIAMO IL NOSTRO ELENCO DI INDIRIZZI POSTALI A DISPOSIZIONE DI AZIENDE E ORGANIZZAZIONI DI BUONA REPUTAZIONE CHE OFFRONO BENI O SERVIZI CHE POSSONO ESSERE D'INTERESSE PER LEI. PER CONOSCERE PRIMA DEL PAGAMENTO QUALE VOCE PREDETERMINATA L'INTERESSATO HA DIRITTO DI ACQUISTARE, SPEDIRE NOME, INDIRIZZO E NUMERO DI DESIGNAZIONE DELLA PROPRIETÀ A FDS NELLA BUSTA APPOSITA. SE NON DESIDERA CHE IL SUO NOMINATIVO SIA MESSO A DISPOSIZIONE, CI SPEDISCA UNA RICHIESTA SCRITTA NELLA BUSTA APPOSITA. SE NON RISULTA SODDISFATTO DEL NOSTRO SERVIZIO, CI SPEDISCA RICHIESTA ENTRO 60 GIORNI E RICEVERÀ RIMBORSO INTEGRALE.

EX-6D

EXHIBIT C

to Complaint

- 39 U.S.C. § 3001 since they depict financial instruments that are not negotiable and do not contain the statutorily required language; and
3. The mailing constitutes nonmailable matter under 39 U.S. C. § 3001; and
 4. The mailing should be destroyed pursuant to subsection (b) of 39 U.S.C. § 3001.

Attachments One and Two contain a copy of the cited statutory provisions.

Appeal Rights

Upon expiration of forty-five calendar days immediately following the date of issuance of this determination, the Inspection Service will order the destruction of the detained mail and any other identical mail received and detained after the issuance of this determination. The Destruction Order will not issue if, within that forty-five day period, either of the appeal options described below are exercised:

1. An officer of your organization contacts Deputy Counsel for the U.S. Postal Inspection Service and arranges to claim the mail in person at the U.S. Postal Service facility where it is being held, personally appears there, and provides satisfactory proof of his or her identity and ownership of the mail; or
2. The Recorder of the U.S. Postal Service's Judicial Officer Department receives your appeal, filed in accordance with the prescribed rules of practice (Title 39, Code of Federal Regulations, Part 953).

Attachment Three contains a copy of these rules.

GUY J. COTTRELL
Chief Postal Inspector

S. L. Spector
Chief Counsel



By: Patricia A. Edgehille
Postal Inspector Attorney
U.S. Postal Inspection Service
475 L'Enfant Plaza, SW, Room 3100
Washington, DC 20260-3100
202-268-4774

EXHIBIT A

\$71,868.00 CASH GUARANTEED WINNERS PAYOUT

FAILURE TO RESPOND BEFORE THE DEADLINE WILL FORFEIT CASH CLAIM OR ENTITLEMENT

DEADLINES FAST APPROACHING

YOU ARE GUARANTEED TO RECEIVE A CASH ENTITLEMENT OF NO LESS THAN \$71,868.00 OR AWARD DELIVERY AT THE ADDRESS RECORDED.

CASH PAYOUT AMOUNT:
***** \$71,868.00 *****

STATUS: APPROVED **Reference:** 31004274071

GUARANTEED RECIPIENT:
 31004274071-USA1016AD00140 06AS
 [Redacted]
 United States

>>>> 88270551800#-FDS01F <<<<<<<

This is non-transferable, and is intended for addressee only.

DATE 02/10/2016
MESSAGE BEGINS

[Redacted], THESE OFFICIAL FINANCIAL DOCUMENTS THAT YOU NOW HOLD REQUIRE YOUR FULL AND IMMEDIATE ATTENTION.

You are GUARANTEED to receive a cash entitlement of no less than \$71,868.00 or award delivery. [Redacted] as soon as I receive your Form below with acceptance and nominal fee of \$25.00, your item will be expedited to you.

Your claim must be received before the deadline date. The Cash or award is yours, and will be sent to you as soon as you respond!

BILL EICHINGER it is my pleasure to confirm this excellent news! I personally guarantee to ensure secure and speedy delivery to you at PO BOX 713 OLATHE KS 66051 United States.

REMEMBER [Redacted] YOU ARE A GUARANTEED WINNER! You absolutely cannot receive a PAYMENT in the amount of \$71,868.00 unless you complete and post the form below IMMEDIATELY. If you do not respond, your status will be forfeited.

Congratulations,

Issued in Compliance with Official Directive

Thomas W. Eichinger
INSPECTION OFFICER

FOR YOUR RECORDS



KEEP TOP PORTION AND FILE

Date Of Issue: 02/10/2016
Designated: FDS01F

31004274071
3 1 0 0 4 2 7 4 0 7 1

FDS01F

TO RECEIVED YOUR GUARANTEED CASH/AWARD:

Enclosed is required processing/delivery fee of \$75.00 for compliance requirements to receive Guaranteed Cash/Award.

My payment is by Cash Check or Money Order payable to FDS or VISA MasterCard
Credit Card Number: _____
Expiration Date: ____/____/____

MY SIGNATURE ATTESTS TO MY ACTING WITHIN 9 DAYS OF RECEIVING MY NOTICE



31004274071

United States

31004274071

AN AMOUNT IN EXCESS OF
> > > \$71,868.00 > > >

Bill Eichinger
INSPECTION OFFICER

31004274071

EACH INDIVIDUAL WHO RETURNS THE REQUIRED SECUREMENT FEE WILL BE PURCHASING AND IS GUARANTEED TO RECEIVE ONE OF THE ITEMS LISTED. THIS MERCHANDISE OFFERING IS AVAILABLE TO RESIDENTS 18 YEARS OF AGE OR OLDER. ALL MAILINGS ARE ASSIGNED A DIFFERENT PROPERTY DESIGNATION NUMBER WHICH CORRESPONDS TO A SPECIFIC ITEM BEING OFFERED FOR SALE. THE ITEM EACH RECIPIENT IS ENTITLED TO PURCHASE HAS BEEN DETERMINED PRIOR TO EACH MAILING BASED ON SPECIFIC CRITERIA. THESE ITEMS ARE NOT PRIZES OR GIFTS, AND THIS IS A MERCHANDISE OFFERING, NOT A SWEEPSTAKES, DRAW OR CONTEST. THIS OFFER IS MADE AVAILABLE BY THE SPONSORS FOR THE PURPOSE OF INTRODUCING A SELECT NUMBER OF CONSUMERS TO THE MERCHANDISE AVAILABLE FROM INDEPENDENT THIRD PARTY SUPPLIERS. THE SPONSORS OF THIS OFFER MAKE NO WARRANTY OF MERCHANTABILITY OR IN ANY WAY GUARANTEES THE MERCHANDISE ON OFFER IN RESPECT TO QUALITY OR FITNESS UNLESS OTHERWISE STATED. THE ITEMS FEATURED IN THIS OFFER INCLUDE ONE \$78,868.00 PAYMENT, ONE AMANA 25 CU. FT. REFRIGERATOR AND APPROXIMATELY THREE MILLION GOLD & DIAMOND JEWELRY ITEMS. ALL TAXES ARE THE RESPONSIBILITY OF THE RECIPIENT. IF YOU ARE A USA CUSTOMER: WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT, OR TO PROCESS TO PROCESS THE PAYMENT AS A CHECK TRANSFER. WHEN WE USE INFORMATION FROM YOUR CHECK TO MAKE AN ELECTRONIC FUND TRANSFER, FUNDS MAY BE WITHDRAWN FROM YOUR ACCOUNT THE SAME DAY WE RECEIVE YOUR PAYMENT; YOU WILL NOT RECEIVE YOUR CHECK BACK FROM YOUR FINANCIAL INSTITUTION. IN THE UNLIKELY EVENT THAT YOUR CHECK IS RETURNED UNPAID, A STATE-ALLOWABLE HANDLING FEE MAY BE ELECTRONICALLY DEBITED FROM YOUR ACCOUNT. SPONSOR RESERVES THE RIGHT TO SUBSTITUTE EQUIVALENT CASH VALUE FOR ITEMS LISTED. UNSOLD ITEMS WILL NOT BE DISTRIBUTED. DIFFERENT CREATIVE PRESENTATIONS OF THIS OFFER UNDER THE SAME STRUCTURE MAY BE MADE. THE TERMS AND CONDITIONS SET FORTH IN THIS OFFER WILL BE STRICTLY ENFORCED. NO RESPONSIBILITY IS ASSUMED FOR LOST, LATE, OR MISDIRECTED MAIL, OR ERRORS IN PRINTING, VOID WHERE PROHIBITED BY LAW. OCCASIONALLY WE MAKE OUR MAILING LIST AVAILABLE TO REPUTABLE COMPANIES AND ORGANIZATIONS WHOSE PRODUCTS OR SERVICES MAY BE OF INTEREST TO YOU. TO FIND OUT, IN ADVANCE OF PAYMENT, WHICH PRE-DETERMINED ITEM YOU ARE ENTITLED TO PURCHASE, SEND YOUR NAME, ADDRESS, AND PROPERTY DESIGNATION NUMBER IN THE ENVELOPE PROVIDED. IF YOU DO NOT WANT YOUR NAME TO BE MADE AVAILABLE, SEND A WRITTEN REQUEST TO US IN THE ENVELOPE PROVIDED. IF YOU ARE NOT SATISFIED WITH OUR SERVICE, PLEASE SEND US WRITTEN REQUEST WITHIN 60 DAYS FOR A FULL REFUND.

JEDER PERSON, DIE DIE ERFORDERLICHE SICHERHEITSGEBÜHR ZURÜCKSENDET, ERWIRBT UND ERHÄLT GARANTIERT EINEN DER AUFGEFÜHRTEN ARTIKEL. DIESES WERBEANGEBOT IST GÜLTIG FÜR ALLE PERSONEN, DIE MINDESTENS 18 JAHRE ALT SIND. ALLEN SENDUNGEN WURDE EINE ANDERE EIGENTUMSAUSWEISNUMMER ZUGETEILT, DIE EINEM BESTIMMTEN, ZUM VERKAUF ANGEBOTENEN ARTIKEL ENTSPRICHT. DER ARTIKEL, DEN JEDER EMPFÄNGER KAUFEN KANN, WURDE BEREIT VOR DER AUSSENDUNG ANHAND SPEZIELLER KRITERIEN ZUGETEILT: DIESE ARTIKEL SIND KEINE PREISE ODER GESCHENKE UND DIES IST EIN WERBEANGEBOT, KEIN GEWINNSPIEL, KEINE ZIEHUNG UND KEIN WETTBEWERB. DAS ARTIKEL IM RAHMEN DIESES ANGEBOTS SIND U. A. EIN €78.868,00, EINEN AMANA 25 CU. FT. KÜHLSCHRANK SOWIE UNGEFÄHR DREI MILLIONEN ECHTE GOLD & DIAMANT SCHMUCKSTÜCKE. ALLE STEUERN SIND VOM EMPFÄNGER ZU ZAHLN. DER SPONSOR BEHALT SICH DAS RECHT VOR, DEN GEGENWERT DER AUFGEFÜHRTEN PREISE IN BAR AUSZUGEBEN. NICHT VERKAUFTE ARTIKEL WERDEN NICHT VERGEBEN. UNTERSCHIEDLICH AUFGEMACHTE PRÄSENTATIONEN DIESES ANGEBOTS MIT DERSELBEN STRUKTUR KÖNNEN GEMACHT WERDEN. DIE ALLGEMEINEN GESCHÄFTSBEDINGUNGEN DIESES ANGEBOTS WERDEN STRIKT EINGEHALTEN. ES WIRD KEINE VERANTWORTUNG FÜR VERLORENE, VERSPÄTETE ODER FEHLGELEITETE POST ODER DRUCKFEHLER ÜBERNOMMEN. DIESES ANGEBOT IST NICHTIG, WO ES GESETZLICH UNTERSAGT IST. UM BEREITS VOR DER ZAHLUNG HERAUSZUFINDEN, WELCHER ARTIKEL IHNEN BEREITS ZUM KAUF ZUGETEILT WURDE; SENDEN SIE IHREN NAMEN, IHRE ADRESSE UND DIE EIGENTUMSAUSWEISNUMMER. BEI GELEGENHEIT KÖNNEN WIR UNSERE VERSANDLISTE AN BEKANNTE UNTERNEHMEN UND ORGANISATIONEN WEITERGEBEN, DEREN PRODUKTE ODER DIENSTLEISTUNGEN FÜR SIE VON INTERESSE SEIN KÖNNTEN. FALLS SIE NICHT WÜNSCHEN, DASS IHR NAME ZUR VERFÜGUNG GESTELLT WIRD, SCHREIBEN SIE UNS BITTE UNTER VERWENDUNG DES BEIGEFÜGTEN UMSCHLAGS. WENN SIE MIT UNSEREN DIENSTLEISTUNGEN NICHT ZUFRIEDEN SIND, BITTE SCHICKEN SIE UNS EIN ERSUCHEN IM LAUFE VON 60 TAGEN FÜR EINE VOLLE ERSTATTUNG ZURÜCK.

CHAQUE PERSONNE QUI RETOURNE LA CONTRIBUTION DEMANDÉE ACHÈTERA ET SERA ASSURÉE DE RECEVOIR L'UN DES ARTICLES MENTIONNÉS. CETTE OFFRE DE MARCHANDISES EST RÉSERVÉE AUX CITOYENS AGÉS DE 18 ANS OU PLUS. CHAQUE ENVOI DE COURRIER REÇOIT UN NUMÉRO DE DÉSIGNATION DE BIEN DIFFÉRENT QUI CORRESPOND À UN ARTICLE SPÉCIFIQUE PROPOSÉ À LA VENTE. L'ARTICLE QUE CHAQUE BÉNÉFICIAIRE EST EN DROIT D'ACQUÉRIR A ÉTÉ DÉTERMINÉ AVANT CHAQUE ENVOI DE COURRIER SUR LA BASE DE CRITÈRES SPÉCIFIQUES. CES ARTICLES NE SONT NI DES PRIX NI DES CADEAUX, ET CE CI EST UNE OFFRE DE MARCHANDISE, PAS UNE LOTERIE, UN TIRAGE AU SORT OU UN CONCOURS. LES ARTICLES MENTIONNÉS DANS CETTE OFFRE COMPRENNENT UNE 78 868,00 €, UN RÉFRIGÉRATEUR AMANA 700 L ET ENVIRON TROIS MILLIONS D'ARTICLES DE BIJOUTERIE AUTHENTIQUES OR ET DIAMANT. TOUTES LES TAXES SONT LA RESPONSABILITÉ DU BÉNÉFICIAIRE. LE PROMOTEUR SE RÉSERVE LE DROIT DE REMPLACER LES ARTICLES MENTIONNÉS PAR LE MONTANT ÉQUIVALENT EN ES PÈCES CORRESPONDANT À LEUR VALEUR. LES ARTICLES NON VENDUS NE SERONT PAS DISTRIBUÉS. DIFFÉRENTES PRÉSENTATIONS DE CETTE OFFRE ADOPTANT LA MÊME STRUCTURE PEUVENT ÊTRE PRÉSENTÉES. LES CONDITIONS DÉFINIES DANS CETTE OFFRE SERONT STRICTEMENT APPLIQUÉES. NOUS DÉCLINONS TOUTE RESPONSABILITÉ EN CAS DE PERTE, DE RETARD, D'ERREUR DE LIVRAISON DE COURRIER OU D'ERREURS D'IMPRESSION. NUL ET NON AVENU LORSQUE LA LOI L'INTERDIT. NOUS METTONS OCCASIONNELLEMENT NOTRE LISTE DE DISTRIBUTION POUR DÉTERMINER, AVANT LE PAIEMENT, QUEL ARTICLE PRÉDÉTERMINÉ VOUS ÊTES EN DROIT D'ACQUÉRIR, ENVOYEZ VOTRE NOM, VOTRE ADRESSE ET LE NUMÉRO DE DÉSIGNATION DU BIEN DANS L'ENVELOPPE FOURNIE. À LA DISPOSITION DE SOCIÉTÉS ET D'ORGANISATIONS RENOMMÉES DONT LES PRODUITS PEUVENT PRÉSENTER UN INTÉRÊT POUR VOUS. SI VOUS NE PAS SATISFAIT AVEC NOTRE SERVICE ÉCRIVEZ À VOUS PENDANT 60 JOURS DE VOTRE ACHAT POUR LE REMBOURSEMENT INTÉGRAL. SI VOUS NE SOUHAITEZ PAS QUE VOTRE NOM SOIT COMMUNIQUÉ, ENVOYEZ-NOUS UNE DEMANDE ÉCRITE DANS L'ENVELOPPE FOURNIE.

必要な保証料を返送された方は、下記の商品をご購入いただくこととなり、そのお届けが保証されています。ご購入いただき、弊社がお届けすることになっている商品を料金お支払い前にお知りになりたい場合は、お客様の氏名、住所、およびプロパティ ID 番号を に所定の封筒にてお送りください。この商品オファーは、20 歳以上の方に対して有効です。すべての発送通知には、それぞれ異なるプロパティ ID 番号が割り当てられており、お買い上げいただける所定の商品に対応しています。ご購入いただける商品は、所定の条件により、この通知を発送する前にそれぞれ決められています。これらの商品は賞品や贈品ではありません。また贈賞くじ、またはコンテストなどでもなく、商品をご購入いただくようご提供するものです。このオファーでは、¥7,868,000 1 台 AMANA 25 立方メートル冷蔵庫 1 台、および金とダイヤモンドのジュエリー約 300 万点といった自動車およびその他の品々をご用意しております。すべての税金は、受取人にお支払いいただきます。スポンサーは、上記の商品を同等価値の現金に差し替える権限を有するものとします。未販売商品は配送されません。このオファーが単一組織により異なる形態で提供される場合があります。このオファーに記載されている条件は、厳密に執行されます。郵便物の損失、遅延、誤配、または印刷上のミスについては、一切責任を負いません。法律により禁止されている地域では無効です。弊社のマージンリストは、お客様がご興味を示されると考えられる商品やサービスを提供するため、厳選した企業や組織に開示されることがあります。氏名を開示しないように希望されるお客様は、弊社まで書面で所定の封筒にてお送りください。弊社のサービスにご満足いただけない場合は、60 日以内に書面にてご連絡いただきますと全額返金いたします。

From: _____

REGN1

Please
Apply
Postage

PO BOX 201
3980 CE Bunnik
The Netherlands

FORM **GN01**

Prioritaire if undeliverable, please return to P.O. Box 7663 3109AA SCHEDAM	Post NL Post beland Post Payal Payal-Ban
---	---

IMPORTANT NOTICE:
OPEN IMMEDIATELY! MATERIAL ENCLOSED IS
INTENDED SOLELY FOR ADDRESSEE DESIGNATED
IN THE WINDOW. TIMELY RESPONSE IS REQUESTED

OFFICIAL RECORDS DOC # 9918-0744

NOTICE OF IMPORTANCE INSIDE: READ AT ONCE



FDS010E

EXHIBIT D

to Complaint

Code - Internal: DNF15-772

ADDRESS / DESTINATION

Recipient Addressed Below

DL15 VALUABLE MAIL

SENDER'S REFERENCE

0014:0000:87635 000:0000:17987437

MAILING OFFICE

Show Address in below Window PAID

DIRECT
From
DL15

Postnetre
Kundenservice, please return to:
P.O. Box 7023
31094A SCHIEDAM

Post NL
Postbested
Post Post
Post-Box

SPECIAL MAIL > VALUABLE-15

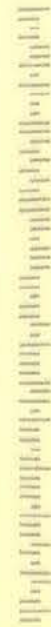
RESIDENTIAL REGION DROP

INT'L POS 987100 DNF-15 0178

CERTIFIABLE > MAILED - Residence Addressed -

101 NEE 1 C1510004/30/16
NOTIFY SENDER OF NEW ADDRESS

BC: 29732955606 * 0545-00447-30-45



CONTENTS SECURED

Recipient Showing in Window

MAIL VALUE ASSESSED

Variable Contents - Delivery

DEST DIR. VA

Regstrd-- Es

29732955606

CARE IN FORWARDING

INDIVIDUAL ASSIGNED PROCESSING DNF JQ-3 FORM
Appointed Receivorship Of Issued 2016 Completion Dept.
Award Documentation

DNF ASSIGNED PROCESSORS COMPLETION OFFICE
FUNDS / FIDUCIARY DISTRIBUTION NOTICE

NOW IN EFFECT INDIVIDUAL PROCESSING
FILED REPORT TO RECEIVER > FUNDS VERIFIED IN FULL
APPROVED ISSUANCE RECD. 16> NOTICE MADE
ACTUAL NOTICE PERSONAL I.D. REC. ASSIGNED
File NO# 2016
OUTGOING FUNDS Recvr. I.D. N^o: 17005757612 DNF FUNDS OFFICE
PROCESSING



Ref. Date: 04/25/2016
- Mailed -

0014:::87635 000:::12987W37

Notice Content:

CONFIRMED FUNDS
****\$3,722,945.34****
appear on report from
Accounting Dept. for
notice mailed/delivered.

INDIVIDUAL RECEIVER OF THIS OFFICIAL NOTIFICATION

ASSIGNED

Status:

CONFIRMED/APPROVED
04/25/2016

- FUNDS NOTICE ENACTMENT -

CONTENTS OF THIS ACTUAL AND REAL NOTICE IS OFFICIALLY IN DELIVERY TO THE
INDIVIDUAL NAMED AND SHOWN UPON THIS FUNDS DISTRIBUTION DOCUMENT. 2016

THIS IS YOUR OFFICIAL CLAIMANT FORM and Signature Recording Document. You are Identified Receiver and all matters of issuance and delivery are being handled by our processing report offices. This is for the tendering of award documentation to the Individual here notified and assigned the receiver number showing On Record.

PROCESSING OF RECEIVER

FILED DOCUMENT

YOU ARE CONFIRMED RECEIVER

- FILE I.D. 17005757612

You are the CONFIRMED RECEIVER HERE NOTIFIED of Funds being Distributed consisting of CASH/AWARD totalling ****\$3,722,945.34**** IN FULL - 100% VERIFIED FOR YOU-

THE DISBURSEMENT SCHEDULE is reported and on-time for delivery to You and we have ensured this Notice reaches You for return of your Completion Form below.

This Official and Actual Notice mailed directly to You is 100% Accurate and is not a mistake. THIS IS REAL, the Award Monies Documentation is made-out to

The Distribution of THESE FUNDS is actually occurring and we need your reply promptly as proper-claim dates are in effect noted in claim prospectus.

We've made sure this Notification was mailed and delivered to you in the time-block scheduled for your completion.

We are in-charge of Filing Your Completion and Delivery and await your reply,

Jonathan L. DuMonte Award Notices Dir.

SIGNED / Reg.

Completing The FILE OF: NO: 17005757612

COMPLETE AND RETURN YOUR CLAIMANT FORM BELOW

© COPYRIGHT 2016 Protected Concept, Content and Images

CLAIMANT ASSIGN-FORM

INDIVIDUAL PROCESSING: NOTICE OF FUNDS

ASSIGNED AND ISSUED:

FUNDS 2016 FILES
PERSONAL I.D. REC. ****\$3,722,945.34****
Recvr. I.D. N^o: 17005757612
--- Three Million Seven Hundred Twenty Two and Nine Hundred
Forty Five Thirtyfour --- AWARD FUNDS -- DISBURSEMENT

RECEIVER FORM- ISSUANCE DOCUMENT
VERIFIED / APPROVED



NAME OF RECEIVER Award Assets Verified Funds *****\$3,722,945.34*****
-----Documentation Issued-----

RECEIVER ON-FILE



I AM COMPLETING MY CLAIMANT ASSIGN FORM AND RETURNING AS DIRECTED.

I am residing at the address shown On Records for receipt of the Special Parcel carrying my Funds documents and enclosed is my \$25.00 for processing to my residence shown here and On-File; enclosing by my ___Cash ___Check ___Money Order made payable to "DNF".

COMPLETE, SIGN & RETURN

OFFICIAL FORM
DNF-16

THIS IS RECEIVER. Verification Of Individual and Amount showing are approved and in processing

RECEIVER SIGNATURE
APPEARS HERE:

RECEIVER

SIGNED / Mgr.

GNF-02-DNF

This company is a research and reporting service. We specialize in researching sweepstakes sponsored and conducted by third party corporations. This company has no association with the third party sponsors. We compile various sweepstakes opportunities in a newsletter which details all entry requirements, based on existing federal, state, and local regulations. All sweepstakes reported are free to enter, as based on the information supplied by the sponsors. This company is not a lottery, and does not offer lottery, contest or sweepstakes entries. This promotion may be under different creative presentation. Void where prohibited by law. For specific odds of winning, eligibility requirements, end dates and other terms and conditions in connection with a sweepstakes, you must refer to the specific rules for that third party sweepstakes. You do not need to purchase the Report to enter any sweepstakes. This company uses all due diligence to accurately report the entry details of each sweepstakes. Responders will be refunded their purchase price of our report in full if they are dissatisfied with the report. Refund claims must be made in writing by using the envelope enclosed within 60 days of purchase. If you do not wish to receive further mail solicitations from this company, simply return this entire letter using the envelope provided, with the letters "DNM" next to your name/address area.

For USA customers: By paying for your purchase with your check, you are accepting our check acceptance policy. In the unlikely event that your check is returned unpaid, you understand and agree that your check may be electronically represented and we will also collect a returned check processing charge as allowed by state law. If your check is electronically represented, it will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

Cette société est une société offrant des services de recherche et de rapports. Nous nous spécialisons dans la recherche de sweepstakes sponsorisés et organisés par des sociétés non liées avec notre entreprise. Nous compilons les opportunités de sweepstakes dans un bulletin d'information qui reprend toutes les exigences de participation sans achat, sur la base des réglementations existantes au niveau local, fédéral et de l'état. Vous n'avez gagné aucun prix ni aucune somme d'argent. Cette société décline toute responsabilité pour les candidatures réalisées ou tentées par les lecteurs de ces rapports. La participation à des sweepstakes étudiés et ayant fait l'objet d'un rapport est gratuite, sur la base des informations fournies par les sponsors. Cette société fait tout son possible pour reprendre avec précision les détails de participation de chaque sweepstakes. Cette société n'est pas une loterie et n'offre pas de candidatures à une loterie, un concours ou un sweepstakes. Cette promotion peut être réalisée sous une différente présentation créative. Nul ou interdit par la loi. Cette communication n'est pas un sweepstakes ou un avis de prix et ne garantit pas que vous allez gagner un sweepstakes. Pour les chances de gain spécifiques, les exigences d'éligibilité, les dates de fin et autres conditions en rapport avec un sweepstakes, vous vous référer aux règles spécifiques pour ce sweepstakes tiers. Vous ne devez pas acheter le rapport pour participer à un sweepstakes. Les personnes qui répondent bénéficieront du remboursement de leur prix d'achat de notre rapport si elles ne sont pas satisfaites du rapport. Les demandes de remboursement doivent être réalisées par écrit à l'aide de l'enveloppe jointe dans les 60 jours de l'achat. Si vous ne souhaitez plus recevoir de sollicitations par courrier de cette société, renvoyez simplement ce courrier complet à l'aide de l'enveloppe fournie avec les lettres « DNM » en regard de vos coordonnées.

Diese Firma ist ein Forschungs- und Berichtsunternehmen. Wir sind darauf spezialisiert, Verlosungen, die von Firmenorganisationen gesponsert und durchgeführt werden mit denen diese Firma in keinem Zusammenhang steht, zu untersuchen. Wir stellen Verlosungsgelegenheiten in einem Newsletter zusammen, der alle Teilnahmebedingungen ohne Kaufzwang darlegt, basierend auf aktuell rechtskräftigen nationalen, lokalen und überregionalen Bestimmungen. Sie haben kein Geld und keinen Preis gewonnen. Dieses Unternehmen übernimmt keine Haftung für irgendwelche Teilnahmen die von Lesern seiner Berichte unternommen oder angestrebt werden. Die Teilnahme an allen erforschten und bekanntgemachten Verlosungen ist frei, entsprechend der Informationen die von den Sponsoren zur Verfügung gestellt werden. Dieses Unternehmen arbeitet mit der notwendigen Sorgfalt um über alle Teilnahmedetails jeder Verlosung korrekt zu berichten. Das Unternehmen ist keine Lotteriefirma und bietet keine Lotterien, Wettbewerbe oder Verlosungsteilnahmen an. Dieses Werbeangebot kann auch in abweichender kreativer Präsentation gemacht werden. Ungültig wo gesetzlich untersagt. Diese Kontaktnahme ist weder eine Verlosung noch eine Preisbenachrichtigung und stellt keine Garantie dar, dass Sie in irgendeiner Verlosung gewinnen werden. Für die jeweiligen Gewinnchancen, Teilnahmebedingungen, Einsendefristen und andere allgemeine Geschäftsbedingungen im Zusammenhang mit einer Verlosung, beachten Sie bitte die jeweiligen Regeln der einzelnen Verlosungen durchgeführt von Dritten. Sie müssen den Bericht nicht kaufen um an irgendwelchen Verlosungen teilnehmen zu können. Wer antwortet, kann eine volle Rückerstattung des Kaufpreises unseres Berichtes fordern, wenn er/sie nicht voll zufrieden ist. Rückerstattungsforderungen müssen schriftlich innerhalb von 60 Tagen ab Kaufdatum mit dem beiliegenden Kuvert eingereicht werden. Sollten Sie keine weiteren Zusendungsangebote dieses Unternehmens wünschen, senden Sie bitte einfach dieses gesamte Schreiben mit dem beiliegenden Kuvert zurück und schreiben Sie die Buchstaben „DNM“ neben Ihrem Namen / im Adressfeld.

当社では調査・報告業務を取り扱っており、当社とは関係がない会社組織がスポンサーし、実行するスイープステイクスの調査を専門としています。当社では、国・地方規制に準じて、応募の際に購入の義務がないスイープステイクスのチャンスをニュースレターにまとめています。お客様の賞金や商品の当選はまだ決定していません。当社は報告書の読者による応募への責任は負いかねます。スポンサーによる情報を元に、調査・報告のスイープステイクスの応募はすべて無料です。当社では各スイープステイクスの応募詳細に関する報告書の正確性に最善の注意を払っています。本件は宝くじではなく、当社は宝くじやコンテスト、スイープステイクスの応募を提供するものではありません。本プロモーションはさまざまなプレゼンテーションを使って行われます。本件は法律で禁止されている場所では無効になります。回答者が報告書にご満足いただけなかった場合は、報告書の購入金額を全額払い戻しさせていただきます。払戻請求は購入から60日以内に同封の返信用封筒を使って書面にてご要求ください。当社の郵便による案内書をご希望されない場合は、同封の返信用封筒の名前/住所欄の隣に「DNM」と明記の上、本書全部をご返送ください。本書はスイープステイクスや賞金の通知ではなく、スイープステイクスの当選を保証するものではありません。スイープステイクスに関する当選確率や適性要件、最終日、取引条件については、第三者によるスイープステイクスの特定規制を必ずご照会ください。スイープステイクスの応募には報告書を購入される必要はありません。

PLACE
STAMP
HERE

From: _____

RE-NL-US2

PO box 40314
3504 AC Utrecht
The Netherlands

EXHIBIT E

to Complaint

**UNITED STATES POSTAL INSPECTION SERVICE
WASHINGTON, D.C. 20260-2100**

In the Matter of the Determination of	)	Date of Issuance:
Nonmailability of Certain Material from:	)	July 24, 2015
)	
MERCHANDISE PROCESSING CENTER)	
at)	
PO Box 40374)	
AD Utrecht 3504)	
The Netherlands)	
	)	Case Number:
	)	[1217] 15-JFK-0959
)	

DETERMINATION OF NONMAILABILITY

Evidence Presented

As a consequence of border searches of inbound mail performed by Customs and Border Protection, the U.S. Postal Inspection Service has been presented with evidence that you have caused the mailing of lottery related matter **and/or** facsimile checks addressed to persons located in the United States. A representative copy from the detained mail pieces is attached as **Exhibit A.**

Mailability Determination

Based on this evidence, the Inspection Service makes the following determination:

1. The mailing constitutes matter, the mailing of which is punishable under the criminal postal anti-lottery statute, 18 U.S.C. § 1302; **and/or**
2. The financial instruments contained in the mailing constitute nonmailable "facsimile checks" as defined under subsection (k) of

- 39 U.S.C. § 3001 since they depict financial instruments that are not negotiable and do not contain the statutorily required language; and
3. The mailing constitutes nonmailable matter under 39 U.S. C. § 3001; and
 4. The mailing should be destroyed pursuant to subsection (b) of 39 U.S.C. § 3001.

Attachments One and Two contain a copy of the cited statutory provisions.

Appeal Rights

Upon expiration of forty-five calendar days immediately following the date of issuance of this determination, the Inspection Service will order the destruction of the detained mail and any other identical mail received and detained after the issuance of this determination. The Destruction Order will not issue if, within that forty-five day period, either of the appeal options described below are exercised:

1. An officer of your organization contacts Deputy Counsel for the U.S. Postal Inspection Service and arranges to claim the mail in person at the U.S. Postal Service facility where it is being held, personally appears there, and provides satisfactory proof of his or her identity and ownership of the mail; or
2. The Recorder of the U.S. Postal Service's Judicial Officer Department receives your appeal, filed in accordance with the prescribed rules of practice (Title 39, Code of Federal Regulations, Part 953).

Attachment Three contains a copy of these rules.

GUY J. COTTRELL
Chief Postal Inspector

S. L. Spector
Chief Counsel

A handwritten signature in cursive script, appearing to read "P. A. Edgehille".

By: P. A. Edgehille
Postal Inspector Attorney
U.S. Postal Inspection Service
475 L'Enfant Plaza, SW, Room 3100
Washington, DC 20260-3100
202-268-4774

EXHIBIT A

Exhibit 15-JFK-069-02

**NOTICE PRIOR TO DELIVERY
ISSUED ENTITLEMENT/AUTOMOBILE.**

THESE ARE YOUR DELIVERY NUMBERS
.....15002704065.....

NOTICE TO OWNER: [REDACTED], please be advised of Your crated/package inside FREIGHT BIN #PDN5-15 is insured up to \$65,485.00, the valuables/goods are shipped to you on receipt of your attached ISSUANCE FORM.

Your shipment was confirmed on 5/8/2015, all delivery and storage fees have been paid by PDN. Your assigned Freight Bin contains 2015 AUDI A6 SEDAN retail value of \$65,485.00 as insured for this or other merchandise entitlement.

DUE TO HIGH VALUE OF THE 2015 AUDI A6 SEDAN, delivery is conducted adhering to PDN arranged Transit requiring a Personal ID shown at point of delivery. In advance of Your Delivery complete and return your form.

FIRM TO DELIVER: Recipient of the 2015 AUDI A6 SEDAN is permitted to elect to receive cash equivalent of \$65,485.00 by Bank Check instead of physical possession of the Car. Please indicate your preference for this important decision. Your Assigned property must be claimed promptly. Return Your completed ISSUANCE FORM PDN5-15 with the only required owner/acquisition fee of \$20.00 within 10 days of receiving This Form, 2 days preferred. A Pleasure Bringing You this wonderful News!

Detach and Return

Walter Dognely PDN Contact Office

SHIPMENT SCHEDULED TO THIS RECEIVER AND ADDRESS

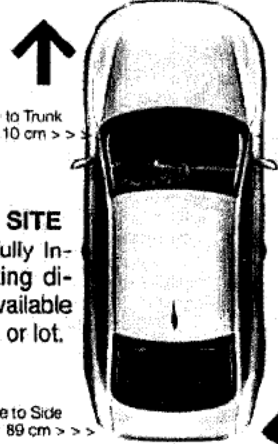
SHIPMENT RECEIVER:

MAILED: 5/8/2015
→ 2015



LENGTH Hood to Trunk
>>> 150 inches 110 cm >>>

IMPORTANT
ARRIVAL / PARKING SITE DIMENSIONS Carefully Inspect Automobile parking dimensions. Check your available space on street, garage, or lot.



WIDTH Side to Side
>>> 82 inches 89 cm >>>

RETAIN THIS SECTION OF NOTIFICATION Delivery will follow upon receipt of the Issuance Form at right.

SHIPMENT TO ADDRESS SHOWN



**NOTICE PRIOR TO DELIVERY
ISSUED ENTITLEMENT/AUTOMOBILE.**

THESE ARE YOUR DELIVERY NUMBERS
.....15002704065.....

THIS MERCHANDISE IN THIS PROMOTION IS AVAILABLE TO ADULTS 18 YEARS OLD OR OLDER. THE ITEM A RECIPIENT IS ENTITLED TO PURCHASE HAS BEEN DETERMINED BEFORE EACH MAILING. THIS OFFER IS MADE AVAILABLE BY SPONSORS THAT ARE INTRODUCING PEOPLE TO AN ASSORTMENT OF MERCHANDISE ITEMS FROM THIRD PARTY SUPPLIERS. THESE ITEMS ARE NOT PRIZES OR GIFTS AND THIS IS NOT A SWEEPSTAKES, CONTEST OR LOTTERY. ALL MAILINGS ARE ASSIGNED A DIFFERENT PROPERTY ALLOCATION NUMBER WHICH IS ASSIGNED TO AN ITEM THAT IS FOR SALE. EACH CUSTOMER WHO RETURNS THE REQUIRED FEE WILL BE PURCHASING ONE OF THE ITEMS LISTED. THE ITEMS AVAILABLE IN THIS OFFER INCLUDE ONE 2014 AUDI A6, ONE 52" SONY HDTV, ONE PANASONIC DIGITAL CAMERA AND APPROXIMATELY ONE MILLION UNIQUE JEWELRY ITEMS. THE TERMS AND CONDITIONS FOR THIS OFFER WILL BE STRICTLY ADHERED TO. TO FIND OUT PRIOR PAYMENT WHICH PREDETERMINED ITEM YOU ARE ALLOTTED FOR PURCHASE, SEND YOUR NAME, ADDRESS AND PROPERTY ALLOCATION NUMBER TO US IN THE ENVELOPE PROVIDED. IF FOR ANY REASON YOU ARE NOT SATISFIED WITH OUR SERVICE, SEND IN A WRITTEN REQUEST WITHIN 60 DAYS FOR A FULL, NO QUESTIONS ASKED REFUND OR TO BE REMOVED FROM THE MAILING LIST PLEASE NOTE: IF YOU ARE A USA CUSTOMER, WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE THIS COMPANY TO MAKE A ONETIME ELECTRONIC FUND TRANSFER FROM YOUR AC ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSFER. WHEN INFORMATION IS USED FROM YOUR CHECK TO MAKE AN ELECTRONIC FUND TRANSFER, FUNDS MAY BE WITHDRAWN FROM YOUR ACCOUNT THE SAME DAY YOUR PAYMENT IS RECEIVED. YOU WILL NOT RECEIVE YOUR CHECK BACK FROM YOUR FINANCIAL INSTITUTION. IN THE EVENT THAT YOUR CHECK IS RETURNED UNPAID, A STATE-ALLOWABLE FEE MAY BE ELECTRONICALLY DEBITED FROM YOUR ACCOUNT.

DIE WAREN DIESES WERBEANGEBOTES SIND FÜR PERSONEN VON MINDESTENS 18 JAHREN ODER ÄLTER ZUR VERFÜGUNG. DER ARTIKEL AUF DEN EIN EMPFÄNGER EIN KAUFANSPRUCHSRECHT BESITZT, WURDE VOR DER JEWEILIGEN AUSSENDUNG FESTGELGT. DIESES ANGEBOT WIRD VON SPONSOREN ZUR VERFÜGUNG GESTELLT, DIE EINEM PERSONENKREIS EINE AUSWAHL AN WARENARTIKELN VON LIEFERANTEN DRITTER SEITE VORSTELLEN MÖCHTEN. BE DIESEN ARTIKELN HANDELT ES SICH WEDER UM PREISE NOCH GESCHENKE, UND DIES IST KEIN GEWINNSPIEL ODER WETTBEWERB UND KEINE LOTTERIE. JEDE AUSSENDUNG WURDE EINE UNTERSCHIEDLICHE EIGENTUMSZUTEILUNGSNUMMER ZUGEWIESEN, DIE EINEM DER ZUM KAUF STEHENDEN ARTIKEL ZUGETEILT IST (JEDE KUNDE, DER DIE ERFORDERLICHE GEBÜHR EINSENDET, KAUFT DAMIT EINEN DER ANGEFÜHRTEN ARTIKEL). DIE ARTIKEL, DIE IN DIESEM ANGEBOT INKLUDIERT SIND, UMFASSEN EIN 2014 AUDI A6, EIN 52" SONY HDTV, EIN MAL PANASONIC DIGITALKAMERA UND IN ETWA EINE MILLION EINZIGARTIGER SCHMUCKARTIKEL. DIE ALLGEMEINEN GESCHÄFTSBEDINGUNGEN UND REGELN, DIESES ANGEBOTS WERDEN STRENGSTENS ÜBERWACHT UND SIND EINZUHALTEN. UM VOR DER BEZAHLUNG FESTZUSTELLEN, WELCHER VORAUSGEWÄHLTE ARTIKEL IHNEN ZUM KAUF ZUGETEILT WURDE, SCHICKEN SIE BITTE IHREN NAMEN, IHRE ADRESSE UND EIGENTUMSZUTEILUNGSNUMMER MIT DEM ZUR VERFÜGUNG GESTELLTEN KUPFERT AN UNS. SOLLTEN SIE, AUS WELCHEM GRUND AUCH IMMER, MIT UNSERER DIENSTLEISTUNG NICHT VOLLSTÄNDIG ZUFRIEDEN SEIN, SCHICKEN SIE UNS BITTE INNERHALB VON 60 TAGEN EINE SCHRIFTLICHE AUFFORDERUNG FÜR EINE VOLLE RÜCKERSTATTUNG OHNE ANGABE VON GRÜNDEN, ODER UM VON DER VERSANDLISTE GESTRICHEN ZU WERDEN.

LES PRODUITS DE CETTE PROMOTION SONT DISPONIBLES POUR LES ADULTES DE 18 ANS MINIMUM. L'ARTICLE QUE LE DESTINATAIRE A LE DROIT D'ACHETER EST DÉTERMINÉ AVANT CHAQUE MAILING. CETTE OFFRE EST MISE À DISPOSITION PAR LES SPONSORS QUI PRÉSENTENT UN ASSORTIMENT DE PRODUITS DE FOURNISSEURS TIERS. CES ARTICLES NE SONT NI DES PRIX, NI DES CADEAUX ET CE CI N'EST NI UN SWEEPSTAKES, NI UN CONCOURS, NI UNE LOTERIE. TOUS LES MAILINGS SONT DOTÉS D'UN NUMÉRO D'ALLOCATION DE BIEN DIFFÉRENT QUI EST ASSIGNÉ À UN ARTICLE EN VENTE. CHAQUE CLIENT QUI RENVOIE LES FRAIS REQUIS ACHÈTE L'UN DES ARTICLES RÉPERTORIÉS. LES ARTICLES DISPONIBLES DANS CETTE OFFRE COMPRENNENT UN AUDI A6 2014, UN 52" SONY HDTV, UN PANASONIC DIGITAL CAMERA ET ENVIRON UN MILLION DE BIJOUX UNIQUES. LES CONDITIONS DE CETTE OFFRE SERONT SCRUPULEUSEMENT RESPECTÉES. POUR SAVOIR AVANT LE PAIEMENT QUEL ARTICLE PRÉDÉTERMINE VOUS A ÉTÉ ALLOUÉ POUR ACHAT, ENVOYEZ VOS NOM, ADRESSE ET NUMÉRO D'ALLOCATION DE BIEN DANS L'ENVELOPPE FOURNIE. SI POUR QUELQUE RAISON QUE CE SOIT, VOUS N'ÊTES PAS SATISFAIT DE NOS SERVICES, ENVOYEZ-NOUS UNE DEMANDE ÉCRITE DANS LES 60 JOURS POUR UN REMBOURSEMENT COMPLET, SANS JUSTIFICATION, OU POUR ÊTRE SUPPRIMÉ DE NOTRE LISTE DE DIFFUSION.

本プロモーションの商品には18歳以上の成人が応募いただけます。お受取人が購入資格をお持ちの品目は発送前に決まっています。今回のオファーはスポンサーによるもので、第三供給者の取り合わせ商品や仕様をご紹介しております。これらの品目は賞品やギフトではありません。また、本件はスweepstakesやコンテスト、宝くじではありません。全品目には販売のための異なる番号が割り当てられています。必須料金をご送金いただいたお客様は掲載の品目・品を、ご購入いただきます。今回ご利用いただける品目はAUDI A6 2014年 1台、入庫(1つ)、52" SONY HDTV 1台、入庫(1つ)、PANASONIC DIGITAL CAMERA 1台、入庫(1つ)、固有のメモリー品目はおおよそ100万個になります。本件の取引条件は厳格です。ご購入いただき前にお名前とご住所、期号番号を同封の返信用封筒で弊社宛にご返送いただきますと、お客様に割り当てられたご購入品目をお伝えさせていただきます。何らかの理由で弊社のサービスにご満足いただけなかった場合、60日以内に書面にてご要望いただきますと、無条件で払い戻させていただきます。また、メールアドレスの削除をご希望される場合も同様の方法でご要望ください。

Permit To Deliver

ISSUED ENTITLEMENT DIVISION CERTIFICATE OF PERMIT ACTUAL FORM 00975-14 OWNER POSSESSION FORM

CERTIFICATE DATE 5/8/2015

VEHICLE DESCRIPTION AUDI A6	MODEL Sedan	STOCK I.D. 975	COLOR Silver
VIN REFERENCE 15002704065	RECEIVER ON RECORD FOR ENTITLEMENT		YEAR 2015

ADDRESS REFERENCE

SELECT ONE [] | PARK ON STREET OR LOT [] | PARK IN GARAGE.
INDICATE SHIPMENT ARRIVAL SPECS.

WARRANTY KEYS (2) OWNERS MANUAL

2015 AUDI A6 SEDAN
Maximum Value Insured for Replacement

VEHICLE VALUE \$65,485.00	COVERAGE
------------------------------	----------

COMPLETE BOXES BELOW

I am ticking below to confirm formal request for My Entitled Possession described on these Documents bearing my Personal Identification. I am submitting this 4081 PDN FORM with required fee to receive said Entitled Possession in good order. **Entitled Acceptance Options:** At Formal Assignment, I prefer: 2015 AUDI A6 Sedan; I prefer a check for \$65,485.00

I have enclosed Acquisition Fee of \$20.00 by Cash, Check or Money Order payable to 'PDN' charge to my Credit Card: VISA Mastercard

Credit Card Number:

OWNER **RECEIVER SIGNS**

Expiration Date:

Release For this Delivery: 2015 **00975-14 REF.**

Inspected all of the Rockwood Papers for shipment

WARRANTY KEYS (2) OWNERS MANUAL PROVIDED WITH SHIPMENT

2015

SHIPPING TO:

NAME OF SHIPMENT RECEIVER: _____

FREIGHT BIN NUMBER AND POSITION: Freight Bin PDN5-15

TRANSIT FLOOR: _____

I.D. NUMBER: I.D. 15002704065

Permit - ATTACHED

DELIVERY OF SHIPMENT IS DIRECT TO RECEIVER ADDRESS SHOWN ON THE ACCOMPANYING FORM AND THIS FREIGHT BIN FORM. PERMIT TO DELIVER MUST ACCOMPANY THIS FORM. THIS IS AN ACTUAL SHIPPING FORM, 2015.

ISSUED

Permit To Deliver

ACTUAL FORM OWNER POSSESSION FORM

From: _____

8-RU1

Please
Apply
Postage

Merchandise Processing Center
PO BOX 40374
3504 AD Utrecht
The Netherlands

PARCEL NOTIFICATION >> Delivery of these Important Enclosures designated to Addressee.

PRIORITY	TAXE PERÇUE
If undelivered, please return to: P.O. Box 010 CZ-226 00 Prague 120	No. 112302/02 CZ-226 00 Praha 120



DELIVERY
AIR
AND
COURIER
HANDLING



14-0
RECEIVER ADDRESSED
Delivery Services

ALL CHARGES PAID >> ---14-0 > 76500837---

14-0 > 76500837



* * * * * 14-0 > 76500837 * * * * *



2014 PDN PARCEL

OFFICIAL PDN MAIL

RECEIVER

RECEIVER DIRECT >>

VERY IMPORTANT PARCEL

IMPORTANT

CONTAINED ARE IMPORTANT DOCUMENTS

ENTHALTEN SIND WICHTIGE DOKUMENTE

21-E1

TITLE 18. CRIMES AND CRIMINAL PROCEDURE
PART I. CRIMES
CHAPTER 61. LOTTERIES

18 USCS §1302

§1302. Mailing lottery tickets or related matter

Whoever knowingly deposits in the mail, or sends or delivers by mail:

Any letter, package, postal card, or circular concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance;

Any lottery ticket or part thereof, or paper, certificate, or instrument purporting to be or to represent a ticket, chance, share, or interest in or dependent upon the event of a lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance;

Any check, draft, bill, money, postal note, or money order, for the purchase of any ticket or part thereof, or of any share or chance in any such lottery, gift enterprise, or scheme;

Any newspaper, circular, pamphlet, or publication of any kind containing any advertisement of any lottery, gift enterprise, or scheme of any kind offering prizes dependent in whole or in part upon lot or chance, or containing any list of the prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme, whether said list contains any part or all of such prizes;

Any article described in section 1953 of this title [18 USCS §1953]—

Shall be fined under this title or imprisoned not more than two years, or both; and for any subsequent offense shall be imprisoned not more than five years.

TITLE 39. POSTAL SERVICE
PART IV. MAIL MATTER
CHAPTER 30. NONMAILABLE MATTER

39 USCS §3001

§3001. Nonmailable matter

(a) Matter of deposit of which in the mails is punishable under section 1302, 1341, 1342, 1461, 1463, 1715, 1716, 1717, or 1738 of title 18, or section 26 of the Animal Welfare Act [7 USCS § 2156] is nonmailable.

(b) Except as provided in subsection (c) of this section, nonmailable matter which reaches the office of delivery, or which may be seized or detained for violation of law, shall be disposed of as the Postal Service shall direct.

(c) (1) Matter which—

(A) exceeds the size and weight limits prescribed for the particular class of mail; or

(B) is of a character perishable within the period required for transportation and delivery; is nonmailable.

(2) Matter made nonmailable by this subsection which reaches the office of destination may be delivered in accordance with its address, if the party addressed furnishes the name and address of the sender.

(d) Matter otherwise legally acceptable in the mails which—

(1) is in the form of, and reasonably could be interpreted or construed as, a bill, invoice, or statement of account due; but

(2) constitutes, in fact, a solicitation for the order by the addressee of goods or services, or both; is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless such matter bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe—

(A) the following notice: “This is a solicitation for the order of goods or services, or both, and not a bill, invoice, or statement of account due. You are under no obligation to make any payments on account of this offer unless you accept this offer.”; or

(B) in lieu thereof, a notice to the same effect in words which the Postal Service may prescribe.

(e) (1) Any matter which is unsolicited by the addressee and which is designed, adapted, or intended for preventing conception (except unsolicited samples thereof mailed to a manufacturer thereof, a dealer therein, a licensed physician or surgeon, or a nurse, pharmacist, druggist, hospital, or clinic) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.

(2) Any unsolicited advertisement of matter which is designed, adapted, or intended for preventing conception is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs unless the advertisement—

(A) is mailed to a manufacturer of such matter, a dealer therein, a licensed physician or surgeon, or a nurse, pharmacist, druggist, hospital, or clinic; or

(B) accompanies in the same parcel any unsolicited sample excepted by paragraph (1) of this subsection. An advertisement shall not be deemed to be unsolicited for the purposes of this paragraph if it is contained in a publication for which the addressee has paid or promised to pay a consideration or which he has otherwise indicated he desires to receive.

(f) Any matter which is unsolicited by the addressee, which contains a “household substance” (as defined by section 2 of the Poison Prevention Packaging Act of 1970 [15 USCS § 1471]), and which does not comply with the requirements for special child-resistant packaging established for that substance by the Consumer Product Safety Commission, is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.

(g) (1) Matter otherwise legally acceptable in the mails which contains or includes a fragrance advertising sample is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless the sample is sealed, wrapped, treated, or otherwise prepared in a manner reasonably designed to prevent individuals from being unknowingly or involuntarily exposed to the sample.

(2) The Postal Service shall by regulation establish the standards or requirements which a fragrance advertising sample must satisfy in order for the mail matter involved not to be considered nonmailable under this subsection.

(h) Matter otherwise legally acceptable in the mails which constitutes a solicitation by a nongovernmental entity for the purchase of or payment for a product or service; and which reasonably could be interpreted or construed as implying any Federal Government connection, approval, or endorsement through the use of a seal, insignia, reference to the Postmaster General, citation to a Federal statute, name of a Federal agency, department, commission, or program, trade or brand name, or any other term or symbol; or contains any reference to the Postmaster General or a citation to a Federal statute that misrepresents either the identity of the mailer or the protection or status afforded such matter by the Federal Government is nonmailable matter and shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless—

(1) such nongovernmental entity has such expressed connection, approval or endorsement;

(2) (A) such matter bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS PRODUCT OR SERVICE HAS NOT BEEN APPROVED OR ENDORSED BY THE FEDERAL GOVERNMENT, AND THIS OFFER IS NOT BEING MADE BY AN AGENCY OF THE FEDERAL GOVERNMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe;

(B) the envelope or outside cover or wrapper in which such matter is mailed bears on its face in capital letters and in conspicuous and legible type, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS IS NOT A GOVERNMENT DOCUMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe; and

(C) such matter does not contain a false representation stating or implying that Federal Government benefits or services will be affected by any purchase or nonpurchase; or

(3) such matter is contained in a publication for which the addressee has paid or promised to pay a consideration or which he has otherwise indicated he desires to receive, except that this paragraph shall not apply if the solicitation is on behalf of the publisher of the publication.

(i) Matter otherwise legally acceptable in the mails which constitutes a solicitation by a nongovernmental entity for information or the contribution of funds or membership fees and which reasonably could be interpreted or construed as implying any Federal Government connection, approval, or endorsement through the use of a seal, insignia, reference to the Postmaster General, citation to a Federal statute, name of a Federal agency, department, commission, or program, trade or brand name, or any other term or symbol; or contains any reference to the Postmaster General or a citation to a Federal statute that misrepresents either the identity of the mailer or the protection or status afforded such matter by the Federal Government is nonmailable matter and shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs, unless—

(1) such nongovernmental entity has such expressed connection, approval or endorsement;

(2) (A) such matter bears on its face, in conspicuous and legible type in contrast by typography, layout, or color with other printing on its face, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS ORGANIZATION HAS NOT BEEN APPROVED OR ENDORSED BY THE FEDERAL GOVERNMENT, AND THIS OFFER IS NOT BEING MADE BY AN AGENCY OF THE FEDERAL GOVERNMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe;

(B) the envelope or outside cover or wrapper in which such matter is mailed bears on its face in capital letters and in conspicuous and legible type, in accordance with regulations which the Postal Service shall prescribe, the following notice: **“THIS IS NOT A GOVERNMENT DOCUMENT.”**, or a notice to the same effect in words which the Postal Service may prescribe; and

(C) such matter does not contain a false representation stating or implying that Federal Government benefits or services will be affected by any contribution or noncontribution; or

(3) such matter is contained in a publication for which the addressee has paid or promised to pay a consideration or which he has otherwise indicated he desires to receive, except that this paragraph shall not apply if the solicitation is on behalf of the publisher of the publication.

(j) (1) Any matter otherwise legally acceptable in the mails which is described in paragraph (2) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.

(2) Matter described in this paragraph is any matter that—

(A) constitutes a solicitation for the purchase of or payment for any product or service that—

(i) is provided by the Federal Government; and

(ii) may be obtained without cost from the Federal Government; and

(B) does not contain a clear and conspicuous statement giving notice of the information set forth in clauses (i) and (ii) of subparagraph (A).

(k) (1) In this subsection—

(A) the term “clearly and conspicuously displayed” means presented in a manner that is readily noticeable, readable, and understandable to the group to whom the applicable matter is disseminated;

- (B) the term “facsimile check” means any matter that—
 - (i) is designed to resemble a check or other negotiable instrument; but
 - (ii) is not negotiable;
 - (C) the term “skill contest” means a puzzle, game, competition, or other contest in which—
 - (i) a prize is awarded or offered;
 - (ii) the outcome depends predominately on the skill of the contestant; and
 - (iii) a purchase, payment, or donation is required or implied to be required to enter the contest; and
 - (D) the term “sweepstakes” means a game of chance for which no consideration is required to enter.
- (2) Except as provided in paragraph (4), any matter otherwise legally acceptable in the mails which is described in paragraph (3) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.
- (3) Matter described in this paragraph is any matter that—
- (A) (i) includes entry materials for a sweepstakes or a promotion that purports to be a sweepstakes; and
 - (ii) (I) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that no purchase is necessary to enter such sweepstakes;
 - (II) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that a purchase will not improve an individual’s chances of winning with such entry;
 - (III) does not state all terms and conditions of the sweepstakes promotion, including the rules and entry procedures for the sweepstakes;
 - (IV) does not disclose the sponsor or mailer of such matter and the principal place of business or an address at which the sponsor or mailer may be contacted;
 - (V) does not contain sweepstakes rules that state—
 - (aa) the estimated odds of winning each prize;
 - (bb) the quantity, estimated retail value, and nature of each prize; and
 - (cc) the schedule of any payments made over time;
 - (VI) represents that individuals not purchasing products or services may be disqualified from receiving future sweepstakes mailings;
 - (VII) requires that a sweepstakes entry be accompanied by an order or payment for a product or service previously ordered;
 - (VIII) represents that an individual is a winner of a prize unless that individual has won such prize; or
 - (IX) contains a representation that contradicts, or is inconsistent with sweepstakes rules or any other disclosure required to be made under this subsection, including any statement qualifying, limiting, or explaining the rules or disclosures in a manner inconsistent with such rules or disclosures;
 - (B) (i) includes entry materials for a skill contest or a promotion that purports to be a skill contest; and
 - (ii) (I) does not state all terms and conditions of the skill contest, including the rules and entry procedures for the skill contest;
 - (II) does not disclose the sponsor or mailer of the skill contest and the principal place of business or an address at which the sponsor or mailer may be contacted; or
 - (III) does not contain skill contest rules that state, as applicable—
 - (aa) the number of rounds or levels of the contest and the cost to enter each round or level;
 - (bb) that subsequent rounds or levels will be more difficult to solve;
 - (cc) the maximum cost to enter all rounds or levels;
 - (dd) the estimated number or percentage of entrants who may correctly solve the skill contest or the approximate number or percentage of entrants correctly solving the past 3 skill contests conducted by the sponsor;
 - (ee) the identity or description of the qualifications of the judges if the contest is judged by other than the sponsor;
 - (ff) the method used in judging;
 - (gg) the date by which the winner or winners will be determined and the date or process by which prizes will be awarded;
 - (hh) the quantity, estimated retail value, and nature of each prize; and
 - (ii) the schedule of any payments made over time; or
 - (C) includes any facsimile check that does not contain a statement on the check itself that such check is not a negotiable instrument and has no cash value.
- (4) Matter that appears in a magazine, newspaper, or other periodical shall be exempt from paragraph (2) if such matter—
- (A) is not directed to a named individual; or
 - (B) does not include an opportunity to make a payment or order a product or service.
- (5) Any statement, notice, or disclaimer required under paragraph (3) shall be clearly and conspicuously displayed. Any statement, notice, or disclaimer required under subclause (I) or (II) of paragraph (3)(A)(ii) shall be displayed more conspicuously than would otherwise be required under the preceding sentence.
- (6) In the enforcement of paragraph (3), the Postal Service shall consider all of the materials included in the mailing and the material and language on and visible through the envelope or outside cover or wrapper in which those materials are mailed.

(l) (1) Any person who uses the mails for any matter to which subsection (h), (i), (j), or (k) applies shall adopt reasonable practices and procedures to prevent the mailing of such matter to any person who, personally or through a conservator, guardian, or individual with power of attorney—

(A) submits to the mailer of such matter a written request that such matter should not be mailed to such person; or

(B) (i) submits such a written request to the attorney general of the appropriate State (or any State government officer who transmits the request to that attorney general); and

(ii) that attorney general transmits such request to the mailer.

(2) Any person who mails matter to which subsection (h), (i), (j), or (k) applies shall maintain or cause to be maintained a record of all requests made under paragraph (1). The records shall be maintained in a form to permit the suppression of an applicable name at the applicable address for a 5-year period beginning on the date the written request under paragraph (1) is submitted to the mailer.

(m) Except as otherwise provided by law, proceedings concerning the mailability of matter under this chapter [39 USCS §§ 3001 et seq.] and chapters 71 and 83 of title 18 [18 USCS §§ 1461 et seq. and 1691 et seq.] shall be conducted in accordance with chapters 5 and 7 of title 5 [5 USCS §§ 501 et seq. and 701 et seq.].

(n) (1) Except as otherwise authorized by law or regulations of the Postal Service, hazardous material is nonmailable.

(2) In this subsection, the term "hazardous material" means a substance or material designated by the Secretary of Transportation under section 5103(a) of title 49.

(o) The district courts, together with the District Court of the Virgin Islands and the District Court of Guam, shall have jurisdiction, upon cause shown, to enjoin violations of section 1716 of title 18.

[Code of Federal Regulations]
[Title 39, Volume 1]
[Revised as of July 1, 2006]
From the U.S. Government Printing Office
[CITE: 39CFR953]

[Page 265-268]

TITLE 39--POSTAL SERVICE

CHAPTER I—UNITED STATES POSTAL SERVICE

PART 953_RULES OF PRACTICE IN PROCEEDINGS RELATIVE TO MAILABILITY

Sec.

- 953.1 Authority for rules.
- 953.2 Initiation.
- 953.3 Appeal.
- 953.4 Service of notice; Reply; Motion for summary judgment.
- 953.5 Hearings.
- 953.6 Compromise and informal dispositions.
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Authority: 39 U.S.C. 204, 401.

Source: 59 FR 31538, June 20, 1994, unless otherwise noted.

Sec. 953.1 Authority for rules.

These rules of practice are issued by the Judicial Officer of the U.S. Postal Service pursuant to authority delegated by the Postmaster General.

Sec. 953.2 Initiation.

Mailability proceedings are initiated upon the filing of a written appeal with the Recorder, Judicial Officer Department, U.S. Postal Service, 2101 Wilson Boulevard, Suite 600, Arlington, VA 22201-3078.

[63 FR 66050, Dec. 1, 1998]

Sec. 953.3 Appeal.

The appeal shall:

- (a) Identify the appellant;

- (b) Describe or be accompanied by a copy of the determination or ruling being appealed;
- (c) Describe the character or content of the matter the appellant wishes to have carried and delivered by the U.S. Postal Service;
- (d) Request review of the determination or rules specifying each and every reason why the appellant believes the determination or ruling should be reversed;
- (e) Indicate whether the appellant desires to have an oral hearing or, instead, to have the case decided solely on the basis of the written record (i.e., the appeal, the General counsel's reply, and any documents submitted by the parties pursuant to an order of the presiding officer); and
- (f) Bear the signature, typed or printed name, title, business address, and telephone number of any attorney at law representing the appellant in bringing the appeal, and of each individual appellant or, if the appellant is a partnership, corporation, limited liability company, or unincorporated association, of the managing partner, chief executive officer, chief operating officer, or other officer authorized to bind the organization.

Sec. 953.4 Service of notice; Reply; Motion for summary judgment.

(a) Service of notice. (1) Upon receiving the appeal, the Recorder shall issue a notice specifying that the Postal Service General Counsel's reply shall be filed within 15 days of receipt of the notice; and the time and place of the hearing (if one was requested).

(2) The Recorder shall promptly serve this notice on the parties as follows:

(i) The notice, with a copy of the appeal, shall be sent to the General Counsel at Postal Service headquarters.

(ii) When the appellant's address is within the United States, the notice, with a copy of the appeal, shall be sent to the postmaster at the office that delivers mail to the appellant's address. The postmaster shall be instructed that, acting personally or through a supervisory employee or a postal inspector, he or she is to serve these documents on the appellant. If the appellant cannot be found within 3 days, the postmaster shall send these documents

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to the appellant by ordinary mail and forward a statement to the Recorder that is signed by the delivering employee and that specifies the time and place of delivery.

(iii) When the appellant's address is outside the United States, the notice, with a copy of the appeal, shall be sent to the appellant by registered airmail, return receipt requested. A written statement by the Recorder, noting the time and place of mailing, shall be accepted as proof of service in the event a signed and dated return receipt is not received.

(b) Reply. The General Counsel shall file a written reply, in triplicate, with the Recorder, within the aforementioned 15-day period or any extension granted by the presiding officer for good cause shown. If the General Counsel's reply fails to address any allegation in the appeal, that allegation shall be deemed admitted.

(c) Motion for summary judgment. Upon motion of either the General Counsel or the appellant, or on the presiding officer's own initiative, the presiding officer may find that the appeal and answer present no genuine and material issues of fact requiring an evidentiary hearing, and thereupon may render an initial decision upholding or reversing the determination or ruling. The initial decision shall become the final Agency decision if a timely appeal is not taken.

Sec. 953.5 Hearings.

(a) In general, admissibility of evidence at hearings conducted under this part hinges on relevancy and materiality. However, relevant evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, or by considerations of undue delay, or by needless presentation of cumulative evidence. Testimony shall be given under oath or affirmation, and witnesses are subject to cross-examination. Stipulations of fact are encouraged and may be received in evidence.

(b) Objections to the admission or exclusion of evidence shall be in short form, stating the grounds of objections relied upon. The transcript shall not include argument or debate thereon except as ordered by the presiding officer. Rulings on such objections shall be a part of the transcript.

(c) Formal exceptions to the rulings of the presiding officer made during the course of the hearing are unnecessary. For all purposes for which an exception otherwise would be taken, it is sufficient that a party, when the ruling of the presiding officer is made or sought, makes known the action he desires the presiding officer to take or his objection to an action taken, and his grounds therefor.

Sec. 953.6 Compromise and informal dispositions.

Either party may request the other to consider informal disposition of any question of mailability, and the scheduled hearing date may be postponed by the presiding officer for such period of time as may be necessary to accommodate settlement discussions between the parties.

Sec. 953.7 Default; Appearances.

If a timely reply to the appeal is not filed, the presiding officer shall refer the appeal to the Judicial Officer, who may find that the General Counsel is in default. Whenever the General Counsel has been deemed to be in default, the Judicial Officer shall take whatever action on the appeal he deems appropriate. If an oral evidentiary hearing is to be held, the appellant may appear at the hearing in person or by counsel. If either party fails to appear at the hearing, the presiding officer shall receive the evidence of the party appearing and render a decision.

Sec. 953.8 Location of hearing.

Unless otherwise ordered by the presiding officer, the hearing shall be held at 2101 Wilson Boulevard, Suite 600, Arlington, VA 22201-3078, on the date set in the notice.

[63 FR 66050, Dec. 1, 1998]

Sec. 953.9 Change of place of hearing.

(a) Not later than the date fixed for the filing of the reply, a party may file a motion that the scheduled hearing be held at a place other than that designated in the notice. The motion shall include a supporting statement outlining:

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- (1) The evidence to be offered in such place;
- (2) The names and addresses of the witnesses who will testify; and
- (3) The reasons why such evidence cannot be presented in Arlington, VA.

(b) In ruling on the motion, the presiding officer shall consider the convenience and necessity of the parties and the relevancy of the evidence to be offered.

[59 FR 31538, June 20, 1994, as amended at 63 FR 66050, Dec. 1, 1998]

Sec. 953.10 Presiding officers.

The presiding officer at any hearing shall be an Administrative Law Judge qualified in accordance with law (5 U.S.C. 3105) and assigned by the Judicial Officer (39 U.S.C. 204), or the Judicial Officer, may at his discretion, elect to preside at the reception of evidence. The Judicial Officer shall assign cases to Administrative Law Judges upon rotation if practicable.

Sec. 953.11 Proposed findings of fact and conclusions of law.

Proposed findings of fact and conclusions of law shall be submitted orally or in writing at the conclusion of the hearing, or otherwise, as ordered by the presiding officer.

Sec. 953.12 Initial decision.

Unless given orally at the conclusion of the hearing, the Administrative Law Judge shall render an initial decision as expeditiously as practicable after the conclusion of the hearing and the receipt of the proposed findings and conclusions, if any. The initial decision shall become the decision of the Postal Service if an appeal is not perfected. When the Judicial Officer presides at the hearing, his powers shall include those of an Administrative Law Judge, but the Judicial Officer may render either an initial or final decision. Exceptions may be filed to an initial decision rendered by the Judicial Officer in accordance with Sec. 953.13.

Sec. 953.13 Appeal from initial decision.

Either party may file exceptions in a brief on appeal to the Judicial Officer within 5 days after receipt of the initial decision unless additional time is granted. A reply brief may be filed within 5 days after the receipt of the appeal brief by the opposing party.

Sec. 953.14 Final Agency decision.

The Judicial Officer shall render a final Agency decision. The decision shall be served upon the parties and the postal official having custody of any mail detained pursuant to the determination or ruling.

Sec. 953.15 Expedition.

For the purpose of further expedition, either party may move to have the hearing held at an earlier date than that specified in the notice. Either party may also move to have the initial decision (if an Administrative Law Judge or the Judicial Officer is presiding) or the final Agency decision (if the Judicial Officer is presiding) rendered orally at the conclusion of the hearing. The presiding officer may grant or deny any such motion. The parties may, with the concurrence of the Judicial Officer, agree to waive any of the procedures established in these rules.

Sec. 953.16 Disposition.

Mail matter found to be nonmailable shall be held at the post office where detained for a period of 15 days from the date of the Postal Service decision, unless that period is extended by the Judicial Officer. During this holding period, the appellant may apply for the withdrawal of the matter. If any such application is made, the General Counsel shall be given notice and the opportunity to oppose the application. Upon the expiration of the holding period with no application having been made, the Judicial Officer shall order that the matter be disposed of in accordance with 39 U.S.C. 3001(b). If a timely application is made, the Judicial Officer shall consider the application and any reasons advanced by the General Counsel for denying the application. The Judicial Officer shall thereafter order either that the matter be returned to the applicant or that it be disposed of in accordance with 39 U.S.C. 3001(b).

Sec. 953.17 Ex parte communications.

The provisions of 5 U.S.C. 551(14), 556(d), and 557(d) prohibiting ex parte communications are made applicable

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to proceedings under these rules of practice.