

**UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **William E. Kovacic, Chairman**
 Pamela Jones Harbour
 Jon Leibowitz
 J. Thomas Rosch

In the Matter of

TALX CORPORATION,
a corporation.

Docket No. C-4228

DECISION AND ORDER

The Federal Trade Commission (“Commission”), having initiated an investigation of certain acts and practices of TALX Corporation (hereafter referred to as “Respondent”), now a wholly-owned subsidiary of Equifax Inc. (“Equifax”), including the acquisitions by Respondent of James E. Frick Inc.; the Unemployment Compensation Business Services Division of Gates, McDonald & Company; Johnson & Associates, Inc.; substantially all of the assets of the unemployment compensation management and small employment verification businesses of Sheakley-Uniservice. Inc., UI Advantage, and Jon-Jay Associates, Inc.; and the unemployment tax management business of Employers Unity, Inc.; and

Respondent and Equifax having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondent with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondent and Equifax, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by Respondent and Equifax of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent or Equifax that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission’s Rules; and

The Commission, having thereafter considered the matter and having determined that it had reason to believe that Respondent has violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, and having duly considered the comments received from interested persons pursuant to section 2.34 of its Rules, and having modified the Decision and Order in certain respects, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order (“Order”):

1. Respondent TALX Corporation is a corporation organized, existing and doing business under and by virtue of the laws of Missouri with its office and principal place of business located at 11432 Lackland Road, St. Louis, Missouri 63146.
2. Equifax Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the State of Georgia with its office and principal place of business located at 1550 Peachtree Street, N.W. Atlanta, Georgia 30309.
3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. “TALX” means:
 1. TALX Corporation, and all joint ventures, subsidiaries, divisions, groups, and affiliates controlled by TALX Corporation,
 2. Equifax Inc. and all joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Equifax Inc., and
 3. the respective directors, officers, employees, agents, representatives, successors, and assigns of TALX Corporation and of Equifax Inc., and of each joint venture, subsidiary, division, group, and affiliate controlled by TALX Corporation or Equifax Inc.
- B. “Commission” means the Federal Trade Commission.
- C. “Acquired Entities” mean:

1. the following businesses and assets (“Acquired Businesses And Assets”):
 - a. James E. Frick Inc.,
 - b. all businesses and assets acquired, during the calendar year 2002, by TALX Corporation from Gates, McDonald & Company,
 - c. Johnson & Associates, Inc.,
 - d. all businesses and assets acquired, during the calendar year 2004, by TALX Corporation from Sheakley-Uniservice. Inc.,
 - e. all businesses and assets acquired, during the calendar year 2004, by TALX Corporation from UI Advantage,
 - f. all businesses and assets acquired, during the calendar year 2005, by TALX Corporation from Jon-Jay Associates, Inc., and
 - g. all businesses and assets acquired, during the calendar year 2005, by TALX Corporation from Employers Unity, Inc.;
 2. the joint ventures, subsidiaries, divisions, groups and affiliates controlled by the Acquired Businesses And Assets; and
 3. the successors and assigns of the Acquired Businesses And Assets, and the joint ventures, subsidiaries, divisions, groups and affiliates they control.
- D. “ADP” means ADP, Inc., and the joint ventures, subsidiaries, divisions, groups and affiliates controlled by ADP, Inc.
- E. “ADP/TALX Agreement Of June 27, 2001” means the agreement entitled “Services Agreement Between ADP, Inc. and the Frick Company for UCM Services” and dated June 27, 2001, (“Primary Agreement”) as modified by:
1. the addendum entitled “Addendum to Services Agreement Between ADP, Inc. and the Frick Company” and dated February 21, 2003 (“Addendum To The Primary Agreement”),
 2. the amendment entitled “Amendment No. 2 to Services Agreement” and dated January 1, 2006 (“Amendment To The Primary Agreement”), and
 3. the amended agreement entitled “Amended and Restated Service Agreement” and dated September 13, 2007 (“Restated Agreement”)

PROVIDED, HOWEVER, that “ADP/TALX Agreement Of June 27, 2001” does not mean:

- (i) any change to the Primary Agreement other than the Addendum To The Primary Agreement, the Amendment To The Primary Agreement, and the Restated Agreement;
- (ii) any change to the Addendum To The Primary Agreement, the Amendment To The Primary Agreement, and the Restated Agreement; and
- (iii) any agreement other than the Primary Agreement, the Addendum To The Primary Agreement, the Amendment To The Primary Agreement, and the Restated Agreement.

F. “Affiliated Entity” means, with respect to a Long Term Contract Customer:

- 1. the Ultimate Parent Entity of the Long Term Contract Customer, and
- 2. each joint venture, subsidiary, division, group, and affiliate controlled, directly or indirectly, by such Ultimate Parent Entity.

G. “Annualized Value Of Terminated Long Term Contract” means the amount accruing under a Long Term Contract for UCM Services rendered under the contract during the four (4) most recent Billing Quarters preceding the date on which the contract is terminated. For example, if a Long Term Contract is terminated on June 15, 2008, and if the term “Billing Quarter” is defined for purpose of this Long Term Contract as Calendar Quarter, then the Annualized Value Of Terminated Long Term Contract is the amount accruing as base fees and any additional fees or charges under the contract for UCM Services rendered from April 1, 2007, through March 31, 2008.

PROVIDED, HOWEVER, that, if less than four (4) full Billing Quarters of service have been rendered under a Long Term Contract on the date the contract is terminated, then “Annualized Value Of Terminated Long Term Contract” means the value of the amount accruing for UCM Services rendered under the contract during the Billing Quarters fully covered by the contract, divided by the number of such Billing Quarters, and multiplied by four. For example, if the term of a Long Term Contract began on May 10, 2007, if the contract is terminated on May 15, 2008, if the amount of revenue accruing under the contract for UCM Services rendered from July 1, 2007, through March 31, 2008, is sixty thousand dollars (\$60,000), and if the term “Billing Quarter” is defined for purpose of this Long Term Contract as Calendar Quarter, then the Annualized Value Of Terminated Long Term Contract is sixty thousand dollars (\$60,000) divided by three (3) and multiplied by four (4), or eighty thousand dollars (\$80,000).

PROVIDED, FURTHER, HOWEVER, that, if less than one (1) full Billing Quarter of service has been rendered under a Long Term Contract on the date the contract is

terminated, then “Annualized Value Of Terminated Long Term Contract” means the amount that has accrued for UCM Services rendered during the effective term of the contract, divided by the number of calendar days, whether full or partial, on which UCM Services were rendered under the contract, and multiplied by three hundred sixty five (365). For example, if the term of a Long Term Contract began at 6:00 p.m. on January 15, 2008, if the contract is terminated at 8:00 a.m. on April 20, 2008, if the term “Billing Quarter” is defined for purpose of this Long Term Contract as Calendar Quarter, and if the total amount accruing under the contract during its effective term is nine thousand seven hundred dollars (\$9,700), then the Annualized Value Of Terminated Long Term Contract is nine thousand seven hundred dollars (\$9,700) divided by ninety seven (97), and multiplied by three hundred sixty five (365), or thirty six thousand five hundred dollars (\$36,500).

- H. “Appendix A Notice To Relevant Person” means the form of notice attached as Appendix A to the Order.
- I. “Appendix B Notice To Long Term Contract Customer” means the form of notice attached as Appendix B to the Order.
- J. “Appendix C Notice To Negative Option Contract Customer” means the form of notice attached as Appendix C to the Order.
- K. “Appendix D Web Page” means the form of Internet site attached as Appendix D to the Order.
- L. “Appendix E Web Page” means the form of Internet site attached as Appendix E to the Order.
- M. “Appendix F Employee List” means the document attached as Appendix F to the Order.
- N. “Billing Quarter” means Calendar Quarter.

PROVIDED, HOWEVER, that, if a Long Term Contract Customer is billed four times a year, and no more than four times a year, pursuant to the terms of a Long Term Contract, then, with respect to such Long Term Contract, the term “Billing Quarter” means each of the four billing periods per year during which services covered by a bill are rendered.

- O. “Calendar Quarter” means each of the following periods of time:
 - 1. January 1 through March 31,
 - 2. April 1 through June 30,
 - 3. July 1 through September 30, and

4. October 1 through December 31.

P. “Designated UCM Services Provider” means:

1. Barnett Associates; Corporate Cost Control, Inc.; Ernst & Young; Employers Edge LLC; PeopleSystems (a.k.a. National Employers Council, Inc.); Thomas & Thorngren, Inc.; UC Advantage, Inc.; U.C. Consultants; and

2. any Person that:

a. is neither TALX nor ADP,

b. is not a Person that has, at any time since January 1, 2008, directly or indirectly through a subsidiary or joint venture, subcontracted to TALX the responsibility for performing any services listed in Paragraphs I.P.2.c.(1)., I.P.2.c.(2)., I.P.2.c.(3)., I.P.2.c.(4)., or I.P.2.c.(5). of the Order, or any joint venture, subsidiary, division, group, or affiliate controlled by such Person, and

c. provides, within the jurisdiction of more than one State or Territory, the following UCM Services to a Major Multi-State Employer that does not have the same Ultimate Parent Entity as such Person:

(1) holding a power of attorney, or other authorization, sufficient to act as such Major Multi-State Employer’s qualified agent in dealings with States or Territories Relating To UC Claims,

(2) receiving and processing UC Claims on behalf of such Major Multi-State Employer,

(3) gathering, organizing, and maintaining information relating to UC Claims filed with respect to such Major Multi-State Employer,

(4) evaluating the validity of UC Claims filed with respect to such Major Multi-State Employer, and

(5) representing such Major Multi-State Employer in disputing UC Claims.

Q. “Designated Recipient For Notice” means, with respect to a Long Term Contract Customer that is a party to a Long Term Contract:

1. each natural person, or agent for service of process, to be notified, on behalf of such customer, pursuant to any notice provision of such contract, or

2. if such contract does not specify any natural person, or agent for service of process, to be notified, on behalf of such customer, pursuant to any notice provision of such contract, then the chief executive officer of such customer.
- R. “Document” means the complete original, or a true, correct, and complete copy, of any written or graphic matter, no matter how produced, recorded, stored, or reproduced, including, but not limited to, matter that is stored electronically.
- S. “Effective Date” means, with respect to a contract or with respect to the amendment or renewal of a contract, the earliest date on which any term of a contract, or any amended or renewed term of a contract, goes into effect.
- T. “Former UCM Customer” means:
1. any Person to which TALX has ceased to provide any UCM Service after the date this Order becomes final, and
 2. each joint venture, subsidiary, division, group, or affiliate controlled by such Former UCM Customer.
- U. “Hearing And Appeal Files” means all Documents prepared or collected in preparation for a hearing or appeal Relating To an Open UCM Claim, which may include, but are not limited to, any termination forms, witness statements, signed policy statements, signed handbooks, and written warnings collected in preparation for such hearing or appeal.
- V. “Joint Venture” means a collaboration between TALX and any other Person.
- W. “Long Term Contract” means any agreement:
1. to which TALX or any Acquired Entity is a party,
 2. that provides, in whole or in part, for the sale or provision of UCM Services by TALX or by any Acquired Entity,
 3. that has a term of over one (1) year, and
 4. for which an Effective Date of such agreement, of any amendment to such agreement, or of any renewal of such agreement was on or after November 1, 2005.
- X. “Long Term Contract Customer” means any Person (other than TALX or an Acquired Entity) that is a party to a Long Term Contract:

1. for which an Effective Date of such contract, of any amendment to such contract, or of any renewal of such contract was on or before the date this Order became final, and
2. that had one or more provisions that were in effect on the date this Order became final.

PROVIDED, HOWEVER, that if after the date this Order becomes final, TALX provides UCM Services to any Long Term Contract Customer pursuant to a contract between TALX and an Affiliated Entity of such Long Term Contract Customer, then such Affiliated Entity will also be deemed to be a Long Term Contract Customer.

Y. “Major Multi-State Employer” means any Person that:

1. employs at least three thousand five hundred (3,500) employees, and
2. does business, and has employees based, within the jurisdiction of more than one State or Territory.

Z. “Monitor/Administrator” means:

1. Erwin O. Switzer, or
2. any Person appointed by the Commission pursuant to Paragraph IX.C. of the Order.

PROVIDED, HOWEVER, that “Monitor/Administrator” does not mean any Person who has been replaced pursuant to Paragraph IX.C. or Paragraph IX.F. of the Order.

AA. “Negative Option Contract” means any contract:

1. to which TALX or any Acquired Entity is a party,
2. that provides, in whole or in part, for the sale or provision of UCM Services by TALX or by any Acquired Entity, and
3. that provides that the failure of any party to the contract to exercise a specified right to terminate the contract shall constitute such party’s assent to the automatic renewal of the contract for an additional term.

BB. “Negative Option Contract Customer” means any party to a Negative Option Contract, other than TALX or an Acquired Entity.

CC. “Negative Option Notice Date” means the last date by which a Negative Option Contract Customer must provide notice to TALX in order to avoid automatic renewal of its Negative Option Contract.

- DD. “Noncompetition Restriction” means any contractual provision that restricts the ability of a Person to:
1. accept employment with a UCM Services Provider, or
 2. otherwise participate, directly or indirectly, in selling or providing UCM Services to any Person.
- EE. “Non-In-House UCM Services Provider” means, with respect to the sale of UCM Services from a UCM Services Provider to a Long Term Contract Customer, a UCM Services Provider that has a different Ultimate Parent Entity than such Long Term Contract Customer.
- FF. “Nonsolicitation Restriction” means any contractual provision that restricts the ability of a Person to solicit, or otherwise contact, a potential purchaser or recipient of UCM Services.
- GG. “Open UC Claim” means any UC Claim that is pending with a State or Territory or that is otherwise subject to further action by, or a proceeding with, a State or Territory.
- HH. “Other Relevant Current Person” means any Person that:
1. on February 28, 2008, was employed by TALX Corporation,
 2. on October 1, 2007, or on February 28, 2008, was employed by TALX Corporation as a customer relationship manager, account manager, unemployment insurance consultant, hearing representative, or tax consultant,
 3. is not a Relevant Current Person, and
 4. is not Debra Bretz.
- II. “Person” means any natural person, partnership, corporation, association, trust, joint venture, government, government agency, or other business or legal entity.
- JJ. “Received Delivery” means a delivery in which the sender acquires and retains a delivery receipt signed by the recipient or by an agent of the recipient.
- KK. “Relating To” and “Relate To” mean pertaining in any way to, and is not limited to that which pertains exclusively to or primarily to.
- LL. “Relevant Current Person” means any Person who:
1. is listed in the Appendix F Employee List, and

2. is not a Relevant Past Person.

MM. “Relevant Past Person” means any Person who:

1. on or between February 28, 2005, and the date the Order became final, participated, directly or indirectly, in providing UCM Services while acting in the capacity of a director, officer, or employee of TALX or of an Acquired Entity, and
2. at no time after the date this Order became final, has acted in the capacity of a director, officer, or employee of TALX or of an Acquired Entity.

NN. “Relevant Person” means:

1. Relevant Past Person,
2. Relevant Current Person, and
3. Other Relevant Current Person.

OO. “Relevant Information” means any information Relating To the sale or production of UCM Services.

PROVIDED, HOWEVER, that “Relevant Information” does not mean information about TALX’s projected or expected profit margins, TALX’s projected or expected sales targets for its overall unemployment compensation management business operations, or TALX’s product development activities.

PP. “Relevant Restriction” means:

1. Noncompetition Restriction,
2. Nonsolicitation Restriction, and
3. Restriction On The Use Of Relevant Information In Memory.

QQ. “Remaining Term Of The Contract” means, with respect to a Long Term Contract that has been terminated prior to the end of its full term:

1. the calendar day following the date on which such Long Term Contract was terminated, and
2. each subsequent calendar day until, and including, the last date on which UCM Services were to have been provided pursuant to the terms of such Long Term Contract.

RR. “Relevant Value Of Terminated Long Term Contract” means, with respect to a terminated Long Term Contract:

1. Annualized Value Of Terminated Long Term Contract, if the Remaining Term Of The Contract is greater than, or equal to, three hundred sixty five (365) days; or
2. Residual Value Of Terminated Long Term Contract, if the Remaining Term Of The Contract is less than three hundred sixty five (365) days.

SS. “Residual Value Of Terminated Long Term Contract” means, with respect to a terminated Long Term Contract, the Annualized Value Of Terminated Long Term Contract times the number of calendar days in the Remaining Term Of The Contract divided by three hundred sixty five (365).

TT. “Restriction On The Use Of Relevant Information In Memory” means any contractual provision that restricts the ability of a natural person to use Relevant Information:

1. obtained by such natural person as a director, officer, or employee of TALX or of an Acquired Entity, and
2. retained by such person only in memory after leaving such position with TALX or with such Acquired Entity.

UU. “State” means the government of one of the fifty (50) states of the United States.

VV. “TALX Address” means the following address:

Office of the Chief Executive Officer
TALX Corporation
11432 Lackland Avenue
St. Louis, MO 63146

WW. “Territory” means the government of the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, or the Northern Mariana Islands.

XX. “Total Of Relevant Values Of Terminated Long Term Contracts” means the sum total of Relevant Values Of Terminated Long Term Contract for all Long Term Contracts:

1. that have been terminated both:
 - a. in accordance with Paragraph III. of the Order, and
 - b. before the end of the full term of the Long Term Contract; and
2. for which, after such termination, the Long Term Contract Customer purchases from a Non-In-House UCM Services Provider the UCM Services previously purchased under the terminated Long Term Contract.

YY. “UC Claim” means any claim for unemployment compensation filed with a State or Territory.

ZZ. “Ultimate Parent Entity” has the same meaning it has under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, and the rules promulgated thereunder, 16 C.F.R. § 801 et seq.

AAA. “UC Tax Rate Notice” means the official notice sent to an employer by a State or Territory informing the employer of its unemployment compensation tax rate.

BBB. “UCM Services” and “Unemployment Compensation Management Services” both mean the management, administration, or processing, on behalf of an employer, of UC Claims, including, but not limited to,

1. receiving and processing UC Claims;
2. acting as an employer’s agent with respect to UC Claims;
3. gathering, organizing, or maintaining information relating to UC Claims;
4. evaluating the validity of UC Claims;
5. disputing UC Claims;
6. representing an employer in an UC Claim hearing or appeal, and in any other dealing with a State or Territory in a matter Relating To UC Claims;
7. developing procedures to reduce an employer’s expenditures on UC Claims;

8. determining whether an unemployment compensation tax rate is correct and disputing errors in such tax rates;
9. performing audits of unemployment compensation benefit charges, and seeking refunds or credits for overpayments;
10. generating reports with regard to UC Claim activity and trends, with regard to the results of efforts to change such activity and trends; and
11. counseling and training an employer or an employer's personnel with regard to UC Claim matters.

CCC. "UCM Services Provider" means any Person that sells or provides any Unemployment Compensation Management Services.

DDD. "VOIE Services" and "Verification Of Income And Employment Services" both mean the provision of employment and income verifications, including, but not limited to, the collection, maintenance, or dissemination of payroll data and other data relating to employment.

EEE. "VOIE Services Provider" means any Person that sells or provides Verification Of Income And Employment Services.

II.

IT IS FURTHER ORDERED that:

- A. TALX shall not:
 1. enforce any Relevant Restriction against any Relevant Past Person, or against any Other Relevant Current Person, during the time that such Person is employed by a Designated UCM Services Provider, or
 2. seek damages for the violation by any Relevant Past Person, or by any Other Relevant Current Person, of any Relevant Restriction if such violation occurred during the time that such Person was employed by a Designated UCM Services Provider.
- B. TALX shall not enforce any Relevant Restriction against any Relevant Current Person during the time that such Person is employed by any Designated UCM Services Provider, and shall not seek damages for the violation by any Relevant Current Person of any Relevant Restriction if such violation occurred during the time that such Person was employed by any Designated UCM Services Provider:

1. if such Relevant Current Person:

- a. submits to the Monitor/Administrator, after the date this Order becomes final and no more than two (2) years after the date that such Relevant Current Person is given notice in accordance with Paragraph VI.A. of the Order, a notice that he or she is terminating his or her employment with TALX and is accepting employment with a Designated UCM Services Provider (“Notice Of New Employment”), and
- b. subsequently terminates his or her employment with TALX and accepts employment with such Designated Services Provider, or

2. if such Relevant Current Person:

- a. is no longer employed by TALX as the result of having his or her employment terminated involuntarily by TALX,
- b. submits to the Monitor/Administrator, after the date this Order becomes final and no more than two (2) years after the date that such Relevant Current Person is given notice in accordance with Paragraph VI.A. of the Order, a Notice Of New Employment stating that he or she is accepting employment with a Designated UCM Services Provider, and
- c. subsequently accepts employment with such Designated Services Provider.

PROVIDED, HOWEVER, that, if the Person named as a Designated UCM Services Provider in a Notice Of New Employment (“New Employer”) is not listed in Paragraph I.P.1. of the Order, then the submission of such notice shall not comply with Paragraphs II.B.1.a. and II.B.2.b. of the Order, and the Monitor/Administrator shall not forward such notice to TALX, unless the Relevant Current Person submitting such notice also submits to the Monitor/Administrator a signed letter from such New Employer stating that the New Employer qualifies as a Designated UCM Services Provider pursuant to Paragraph I.P.2. of the Order. If and when the Monitor/Administrator forwards such Notice Of New Employment to TALX, the Monitor/Administrator shall attach the letter from the New Employer to such notice.

PROVIDED, FURTHER, HOWEVER, that, if TALX sends the notice required under Paragraph VI.A. of the Order by a form of Receipted Delivery that generates reliable documentation that the notice was in fact sent and if TALX retains such documentation for a period of three (3) years after the date that it sends such notice, then for purposes of Paragraph II.B., a Relevant Current Person will be deemed to have been given notice pursuant to Paragraph VI.A. on the earlier of the following dates:

- (i) the date that such Relevant Current Person actually receives such notice, or

- (ii) five (5) business days after TALX deposits the notice to any such Relevant Current Person in the United States mail or with a private courier, shipping, or messenger company.

PROVIDED, FURTHER, HOWEVER, that this Paragraph II.B. shall not apply to such Relevant Current Person if the Monitor/Administrator has not forwarded to TALX the Notice Of New Employment that such Relevant Current Person submitted to the Monitor/Administrator in accordance with Paragraphs II.B.1.a. or II.B.2.b. of the Order, and if:

- (i) such Relevant Current Person is identified in the Appendix F Employee List as a “Client Relationship Manager,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that ten (10) Relevant Current Persons who are each identified as “Client Relationship Managers” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final;
- (ii) such Relevant Current Person is identified in the Appendix F Employee List as an “Account Manager,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final;
- (iii) such Relevant Current Person is identified in the Appendix F Employee List as an “Unemployment Insurance Consultant,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final;
- (iv) such Relevant Current Person is identified in the Appendix F Employee List as a “Hearing Representative,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final; or
- (v) such Relevant Current Person is identified in the Appendix F Employee List as a “Tax Consultant,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final.

- C. The purpose of Paragraphs II., III., IV., V., and VI. of the Order are to facilitate the entry and expansion of firms in competition with TALX in markets for UCM Services and to remedy the lessening of competition in markets for UCM Services alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that, if after the date this Order becomes final and no more than three (3) years after the date that a Long Term Contract Customer receives notice in accordance with Paragraph VI.B. of the Order, such Long Term Contract Customer submits a notice to TALX, via Receipted Delivery to the TALX Address, that such customer is terminating a Long Term Contract and will be purchasing or obtaining the UCM Services previously purchased or obtained under such Long Term Contract from a Non-In-House UCM Services Provider ("Notice Of Long Term Contract Termination"), then TALX shall terminate such Long Term Contract on a pro rata basis (i) ninety (90) days after receiving such Notice Of Long Term Contract Termination from the Long Term Contract Customer or (ii) the date specified for termination by the Long Term Contract Customer, whichever is later:

- A. without the payment by such Long Term Contract Customer to TALX of any liquidated damages or other financial penalty for such termination, and
- B. without any requirement that the Long Term Contract Customer give TALX notice of competing offers or give TALX the opportunity to meet or surpass competing offers; *PROVIDED, HOWEVER*, that nothing in this Paragraph III.B. of the Order shall prevent TALX from offering to meet or surpass competing offers.

PROVIDED, HOWEVER, that the failure of TALX to give a Long Term Contract Customer the notice required by Paragraph VI.C. of the Order, shall toll, with respect to such customer, the running of the three (3) year time limits set by this Paragraph III. and by Paragraph VI.C. until such time as TALX provides to such customer the notice required by Paragraph VI.C. of the Order.

PROVIDED, FURTHER, HOWEVER, that, if TALX sends the notice required under Paragraph VI.B. of the Order by a form of Receipted Delivery that generates reliable documentation that the notice was in fact sent and if TALX retains such documentation for a period of three (3) years after the date that it sends such notice, then for purposes of Paragraph III. of the Order, a Long Term Contract Customer will be deemed to have received notice pursuant to Paragraph VI.B. on the earlier of the following dates:

- (i) the date that such Long Term Contract Customer actually receives such notice, or

- (ii) five (5) business days after TALX deposits the notice to any such Long Term Contract Customer in the United States mail or with a private courier, shipping, or messenger company.

PROVIDED, FURTHER, HOWEVER, that TALX shall not be required to terminate, pursuant to Paragraph III., the Long Term Contract of a Long Term Contract Customer, if such customer's Notice Of Long Term Contract Termination is received by TALX more than two business days after:

- (i) the calendar day on which Monitor/Administrator certifies to the Commission that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars (\$10,000,000), and
- (ii) the calendar day on which TALX posts notice of such certification on the Appendix E Web Page.

IV.

IT IS FURTHER ORDERED that:

- A. For a period of five (5) years from the date this Order becomes final and at the request of any Former UCM Customer, TALX shall provide to such Former UCM Customer or to the UCM Services Provider that is providing or will provide UCM Services to such Former UCM Customer:
 - 1. for each Open UC Claim that Relates To the termination of employment with such Former UCM Customer, the following information:
 - a. the name of the claimant,
 - b. the claimant's social security number,
 - c. the State or Territory in which the claim is pending,
 - d. the beginning date of the benefit year,
 - e. the type of UC Claim at issue,
 - f. whether the claim is being protested,
 - g. the State (or Territory) identification number for such Former UCM Customer, and

- h. and the status or determination of each claim;
 2. for each UC Claim that is not an Open UC Claim, that Relates To the termination of employment with such Former UCM Customer, and that was filed no more than three (3) years prior to such request for such information by such Former UCM Customer, the following information:
 - a. the name of the claimant,
 - b. the claimant's social security number,
 - c. the State or Territory in which the claim was pending,
 - d. the beginning date of the benefit year,
 - e. the type of UC Claim at issue,
 - f. whether the claim was protested,
 - g. the State (or Territory) identification number for such Former UCM Customer, and
 - h. the determination of the claim;
 3. for each charge or credit made, no more than three (3) years prior to such request for information, against such Former UCM Customer as the result of a UCM Claim that Relates To the termination of employment with such Former UCM Customer, the following information:
 - a. the social security number of the relevant claimant,
 - b. the State or Territory in which the claim was filed,
 - c. the State (or Territory) identification number for such Former UCM Customer,
 - d. the benefit week for which the charge or credit was incurred, and
 - e. the benefit charge amount (or, if applicable, the benefit credit amount);
 4. with respect to any UC Tax Rate Notice from a State or Territory that Relates To any unemployment compensation tax rate charged by the State or Territory against such Former UCM Customer within three (3) years of such request for information, or that Relates To the calculation of such unemployment compensation tax rate, the following information:

- a. the State or Territory,
 - b. the State (or Territory) identification number for such Former UCM Customer,
 - c. the relevant rate year, and
 - d. all other information contained in each such UC Tax Rate Notice; and
5. with respect to quarterly contribution reports filed with a State or Territory by such Former UCM Customer no more than three (3) years prior to such request for information, the following information from each such report:
- a. the State or Territory,
 - b. the State (or Territory) identification number for such Former UCM Customer,
 - c. the name of such Former UCM Customer,
 - d. the federal employment identification number for such Former UCM Customer,
 - e. the year and quarter of the report,
 - f. the gross wages,
 - g. the taxable wages, and
 - h. the contribution payment.
- B. Respondent shall be required to provide to a Former UCM Customer, pursuant to Paragraph IV.A. of the Order, only information that is in an electronic database under the control of TALX.
- PROVIDED, HOWEVER,** that for five (5) years after the date this Order becomes final, TALX shall not discard from the electronic databases under its control any information specified in Paragraph IV.A. of the Order.
- C. If there is no agreement between TALX and a Former UCM Customer that has requested information pursuant to Paragraph IV.A. of the Order on the form in which TALX will provide such information to the Former UCM Customer, then TALX shall provide such information to the Former UCM Customer in the form of Microsoft Excel spreadsheets.
- D. For a period of five (5) years from the date this Order becomes final, if a Former UCM Customer chooses to transfer from TALX to another UCM Services Provider the

responsibility for an Open UCM Claim, then, at the request of such Former UCM Customer, TALX shall provide to such Former UCM Customer, or to any UCM Services Provider it designates, all Hearing And Appeal Files for such Open UCM Claim.

PROVIDED, HOWEVER, that, with respect to this Paragraph IV.D. of the Order, TALX shall be required only to provide those Hearing And Appeal Files in its possession, and shall not be required to compile or create such Hearing And Appeal Files.

PROVIDED, FURTHER, HOWEVER, that for five (5) years after the date of this Order becomes final, TALX shall not discard any such Hearing And Appeal Files unless and until either:

- (i) the UCM Claim that Relates To such files is no longer an Open UCM Claim, or
- (ii) copies of such files have been provided to such Former UCM Customer.

E. TALX shall forward to each Former UCM Customer any notice, letter, or other Document that:

- 1. TALX receives from a State or Territory, and
- 2. is addressed to such Former UCM Customer, or that otherwise is intended for such Former UCM Customer or for a UCM Services Provider providing UCM Services to such Former UCM Customer.

V.

IT IS FURTHER ORDERED that, for a period of five (5) years from the date this Order becomes final, TALX shall not enter into agreements that would prevent or discourage any Person from selling goods or services to any UCM Services Provider.

PROVIDED, HOWEVER, that this Paragraph V. does not apply to TALX's contracts of employment with its individual employees.

VI.

IT IS FURTHER ORDERED that:

A. Within sixty (60) days of the date this Order becomes final, TALX shall send by Receipted Delivery to each Relevant Past Person and to each Relevant Current Person at his or her current home address or current primary business address:

1. an Appendix A Notice To Relevant Person, and
2. a copy of the Order.

PROVIDED, HOWEVER, that if, at the time this Order becomes final, TALX does not have any record of the current home or primary business address of a Relevant Past Person, then TALX shall send the Appendix A Notice To Relevant Person and a copy of the Order to the last known home or business address of such Relevant Past Person.

PROVIDED, FURTHER, HOWEVER, that if, at the time this Order becomes final, TALX does not have any record of any home or business address, current or past, of a Relevant Past Person, then TALX shall not be required to send an Appendix A Notice To Relevant Person or a copy of the Order to such Relevant Past Person.

B. Within sixty (60) days of the date this Order becomes final, TALX shall send by Receipted Delivery to each Designated Recipient For Notice for each Long Term Contract Customers:

1. an Appendix B Notice To Long Term Contract Customer, and
2. a copy of the Order.

C. Each calendar year, for a period of three (3) years from the date this Order becomes final, TALX shall provide notice to each Long Term Contract Customer by either one of the following two means:

1. On each and every invoice, sent by TALX to such customer with regard to any Long Term Contract:
 - a. include the following three sentences on the first page of the invoice (or, if the invoice is transmitted electronically, within the first two hundred (200) words of the invoice):

“You may have a right to cancel this contract on ninety (90) days notice pursuant to an order of the Federal Trade Commission. If you have questions about whether you have such right to cancel, please call [*telephone number of*

the Monitor/Administrator] for a confidential consultation. Additional information concerning this right to cancel can be found at <http://www.talx.com/contracts>.”

- b. begin the first word of the first sentence at the left hand margin of the invoice, and
 - c. print the sentences in type that is at least as large as the largest type, and at least as bold as the boldest type (excepting the TALX trademark or logo), appearing on the first page of the invoice (or, if the invoice is transmitted electronically, within the first two hundred (200) words of the invoice), but that, in no event, is smaller or less bold than Times New Roman Bold 12-Point type; or
2. By Receipted Delivery, send an Appendix B Notice To Long Term Contract Customer to each Designated Recipient For Notice for each such customer.
- D. Beginning sixty (60) days after the Order becomes final, and continuing until five (5) years after the date this Order becomes final, TALX shall provide notice to each Negative Option Contract Customer by either one of the following two means:
1. On each and every invoice sent by TALX to such customer with regard to any Negative Option Contract:
 - a. include the following sentence on the first page of the invoice (or, if the invoice is transmitted electronically, within the first two hundred (200) words of the invoice):

“Your contract for unemployment compensation services, which expires on [date], will be automatically renewed for an additional [number of years and/or months] unless you exercise your right to cancel this contract on or before [date].”
 - b. begin the first word of such sentence at the left hand margin of the invoice, and
 - c. print such sentence in type that is at least as large as the largest type, and at least as bold as the boldest type (excepting the TALX trademark or logo), appearing on the first page of the invoice (or, if the invoice is transmitted electronically, within the first two hundred (200) words of the invoice), but that, in no event, is smaller or less bold than Times New Roman Bold 12-Point type; or
 2. At least thirty (30) days, but not more than ninety (90) days, before the Negative Option Notice Date for such customer’s Negative Option Contract, send by Receipted Delivery to each such customer an Appendix C Notice To Negative Option Contract Customer; *PROVIDED, HOWEVER*, that if such customer has a Negative Option Notice Date greater than thirty (30) days before the end of the term of the customer’s Negative

Option Contract, TALX may elect to send the notice specified in this Paragraph VI.D.2. of the Order to such customer less than thirty (30) days before the Negative Option Notice Date, but only if (i) TALX sends such notice to such customer at least sixty (60) days before the end of the term of such Negative Option Contract, (ii) TALX permits such customer to give, on any date up to thirty (30) days prior the end of such contract term, the notice such customer is required to give in order to avoid automatic renewal of such Negative Option Contract, and (iii) the Appendix C Notice To Negative Option Contract Customer sent to such customer specifies a Negative Option Notice Date no earlier than thirty (30) days notice prior to the end of such contract term.

PROVIDED, HOWEVER, that if TALX fails to give the notice required by this Paragraph VI.D. of the Order with respect to a Negative Option Contract, and if such Negative Option Contract is then renewed automatically for a subsequent term, then, during such subsequent term of the contract, TALX shall, at the request of such customer, terminate such contract on a pro rata basis within thirty (30) days of receiving such request:

- (i) without the payment by such Negative Option Customer to TALX of any liquidated damages or other financial penalty for such termination, and
- (ii) without any requirement that such Negative Option Customer give TALX notice of competing offers or give TALX the opportunity to meet or surpass competing offers; *PROVIDED, HOWEVER,* that nothing in this paragraph shall prevent TALX from offering to meet or surpass competing offers.

PROVIDED, FURTHER, HOWEVER, that if, within a calendar year, TALX has provided a Negative Option Contract Customer with the notice required by Paragraph VI.C. of the Order, then TALX need not also provide such customer with any notice required by Paragraph VI.D. of the Order.

- E. Beginning ten (10) days after the date the Order becomes final, and until five (5) years after the date the Order becomes final:
 - 1. post and maintain an Appendix D Web Page at <http://www.talx.com/noncompetes>,
 - 2. post and maintain an Appendix E Web Page at <http://www.talx.com/contracts>.

VII.

IT IS FURTHER ORDERED that, for a period of five (5) years from the date this Order becomes final:

- A. TALX shall cease and desist from entering into, attempting to enter into, soliciting, attempting to solicit, adhering to, or attempting to adhere to any agreement with any UCM Services Provider, or with any potential UCM Services Provider, in the United States to allocate or divide markets, customers, contracts, or territories for UCM Services in any part of the United States; *PROVIDED, HOWEVER*, that it shall not, of itself, constitute a violation of this Paragraph VII.A. of the Order for TALX to enter into, attempt to enter into, solicit, attempt to solicit, adhere to, or attempt to adhere to an agreement to allocate or divide markets, customers, contracts, or territories for UCM Services if such agreement is, or would be, reasonably related to a lawful Joint Venture and reasonably necessary to achieve the procompetitive benefit of such Joint Venture; and
- B. TALX shall not enter into, attempt to enter into, solicit, attempt to solicit, adhere to, or attempt to adhere to an agreement with ADP that requires ADP to subcontract the rendering of any UCM Services to TALX if, at the time TALX solicits, enters into, or enforces such agreement, the Person for which such UCM Services will be rendered has not yet entered into an agreement to purchase such UCM Services from ADP.

PROVIDED, HOWEVER, that adherence to the ADP/TALX Agreement Of June 27, 2001, shall not constitute a violation of this Paragraph VII. of the Order.

PROVIDED FURTHER, HOWEVER, that nothing in this Paragraph VII. of the Order shall prevent TALX from submitting a quote or an estimate to ADP regarding the costs or fees that TALX would charge to ADP for rendering UCM Services to any specific Person under a subcontract.

VIII.

IT IS FURTHER ORDERED that for a period of ten (10) years from the date this Order becomes final, TALX shall not, without providing advance written notification to the Commission in the manner described in this paragraph, directly or indirectly:

- A. acquire any assets of or financial interest in any UCM Services Provider or VOIE Services Provider; or
- B. enter into any agreement to participate in the management or operation of a UCM Services Provider or VOIE Services Provider.

Said advance written notification shall contain (i) either a detailed term sheet for the proposed acquisition or the proposed agreement with all attachments, and (ii) documents that would be responsive to Item 4(c) of the Premerger Notification and Report Form under the Hart-Scott-Rodino Premerger Notification Act, Section 7A of the Clayton Act, 15 U.S.C. § 18a, and Rules, 16 C.F.R. § 801-803, Relating To the proposed transaction (hereinafter referred to as “the Notification), *PROVIDED, HOWEVER*, (i) no filing fee will be required for the Notification, (ii) an original and one copy of the Notification shall be filed only with the Secretary of the Commission and need not be submitted to the United States Department of Justice, and (iii) the Notification is required from TALX and not from any other party to the transaction. TALX shall provide the Notification to the Commission at least thirty (30) days prior to consummating the transaction (hereinafter referred to as the “first waiting period”). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), TALX shall not consummate the transaction until thirty days after submitting such additional information or documentary material. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition.

PROVIDED, HOWEVER, that prior notification shall not be required by this Paragraph VIII. of the Order for a transaction for which Notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

IX.

IT IS FURTHER ORDERED that:

- A. Erwin O. Switzer shall be appointed Monitor/Administrator to assure that TALX complies with all of its obligations and performs all of its responsibilities as required by this Order.
- B. No later than twenty (20) days after the date that TALX executes the Agreement Containing Consent Order, TALX shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor/Administrator all the rights and powers necessary to permit the Monitor/Administrator to carry out the duties and responsibilities of the Monitor/Administrator in a manner consistent with the purposes of this Order.
- C. In the event a substitute Monitor/Administrator is required, the Commission shall select the Monitor/Administrator, subject to the consent of TALX, which consent shall not be unreasonably withheld. If TALX has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor/Administrator within ten (10) days after notice by the staff of the Commission to TALX of the identity of any proposed Monitor/Administrator, TALX shall be deemed to have consented to the selection of the proposed Monitor/Administrator. Not later than ten (10) days after appointment of a substitute Monitor/Administrator, TALX shall execute an agreement that, subject to the prior approval

of the Commission, confers on the Monitor/Administrator all the rights and powers necessary to permit the Monitor/Administrator to carry out the duties and responsibilities of the Monitor/Administrator in a manner consistent with the purposes of this Order.

- D. TALX shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor/Administrator:
1. The Monitor/Administrator shall have the power and authority to monitor TALX's compliance with the terms of the Order and to administer the voluntary transfer of Relevant Persons to Designated UCM Services Providers, and Long Term Contract Customers to Non-In-House UCM Services Providers, pursuant to Paragraphs II., III., IV. and VI. of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor/Administrator in a manner consistent with the purposes of this Order and in consultation with the Commission, including, but not limited to assuring that TALX expeditiously complies with all of its obligations and performs all of its responsibilities as required by the Order.
 2. The Monitor/Administrator shall act in a fiduciary capacity for the benefit of the Commission.
 3. The Monitor/Administrator shall serve for such time as is necessary to monitor TALX's compliance with the terms of this Order and to administer the voluntary transfer of Relevant Persons to Designated UCM Services Providers, and Long Term Contract Customers to Non-In-House UCM Services Providers, pursuant to Paragraphs II., III., IV., and VI. of the Order.
 4. Subject to any demonstrated legally recognized privilege, the Monitor/Administrator shall have full and complete access to TALX's personnel, books, documents, records, facilities and technical information, and such other relevant information as the Monitor/Administrator may reasonably request, Relating To TALX's compliance with its obligations under the Order. TALX shall cooperate with any reasonable request of the Monitor/Administrator and shall take no action to interfere with or impede the Monitor/Administrator's ability to monitor TALX's compliance with the Order.
 5. The Monitor/Administrator shall:
 - a. have the authority and, upon request, the responsibility to provide information to:
 - (1) Relevant Persons concerning such Persons' eligibility to be free of Relevant Restrictions pursuant to Paragraph II.A. and Paragraph II.B. of the Order, and
 - (2) Long Term Contract Customers concerning such customers' eligibility to terminate their Long Terms Contracts pursuant to Paragraph III. of the Order;

- b. expeditiously respond to requests for such information from Relevant Persons and Long Term Contract Customers; and
- c. treat as confidential any such communication between the Monitor/Administrator and a Relevant Person or Long Term Contract Customer, and not reveal to TALX, or to any Person other than the Commission or its staff, the fact or content of such communication without the permission of the Relevant Person or Long Term Contract Customer that is a party to such communication

PROVIDED, HOWEVER, that, in the event that the Monitor/Administrator is an attorney, he or she shall not have the authority to enter into an attorney-client relationship with any Relevant Person or Long Term Contract Customer.

6. The Monitor/Administrator shall have the authority and responsibility to:
- a. collect and process data, from TALX and other sources, Relating To the eligibility of:
 - (1) Relevant Persons to be free of Relevant Restrictions pursuant to Paragraphs II.A. and II.B. of the Order, and
 - (2) Long Term Contract Customers to terminate their Long Terms Contracts pursuant to Paragraph III. of the Order;
 - b. certify to the Commission that:
 - (1) ten (10) Relevant Current Persons who are each identified as “Client Relationship Manager” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,
 - (2) four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,
 - (3) twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,
 - (4) five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F Employee List have accepted employment

with a Designated UCM Services Provider after the date this Order becomes final,

(5) four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,

(6) the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars (\$10,000,000);

c. endeavor to make any certification to the Commission pursuant to Paragraph IX.D.6.b of the Order within five (5) business days of receiving sufficient information from Respondent to make such certification, and

d. receive notices of contract termination from Relevant Current Persons and Other Relevant Current Persons, and forward such notices to TALX with the permission of such Relevant Persons.

7. The Monitor/Administrator shall:

a. have the authority and responsibility to:

(1) expeditiously determine whether Relevant Persons are eligible to be free of Relevant Restrictions pursuant to Paragraph II.B. of the Order, and

(2) notify such Relevant Persons of such determinations;

b. be given by TALX the discretionary authority to make such determinations even if the Monitor/Administrator is unable to obtain information Relating To such determinations from TALX or other sources; and

c. be held harmless by TALX against any losses, claims, damages, liabilities, or expenses arising out of any such determinations, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor/Administrator.

8. The Monitor/Administrator shall serve, without bond or other security, at the expense of TALX on such reasonable and customary terms and conditions as the Commission may set. The Monitor/Administrator shall have authority to employ, at the expense of TALX, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor/Administrator’s duties and

responsibilities. The Monitor/Administrator shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.

9. TALX shall indemnify the Monitor/Administrator and hold the Monitor/Administrator harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor/Administrator's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor/Administrator.
 10. TALX shall report to the Monitor/Administrator in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission.
 11. Within one (1) month from the date the Monitor/Administrator is appointed pursuant to this paragraph, every ninety (90) days thereafter, and otherwise as requested by the Commission, the Monitor/Administrator shall report in writing to the Commission concerning performance by TALX of its obligations under this Order.
 12. TALX may require the Monitor/Administrator and each of the Monitor/Administrator's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER*, such agreement shall not restrict the ability of the Monitor/Administrator to provide any information to the Commission.
- E. The Commission may, among other things, require the Monitor/Administrator and each of the Monitor/Administrator's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement Relating To Commission materials and information received in connection with the performance of the Monitor/Administrator's duties.
- F. If the Commission determines that the Monitor/Administrator has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor/Administrator in the same manner as provided in this Paragraph IX. of the Order.
- G. The Commission may on its own initiative, or at the request of the Monitor/Administrator, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

X.

IT IS FURTHER ORDERED that:

- A. Sixty (60) days after the date this Order becomes final, TALX shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with the terms of this Order. TALX shall submit at the same time a copy of this report to the Monitor/Administrator.
- B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next nine (9) years, TALX shall submit to the Commission verified written reports setting forth in detail the manner and form in which it is complying and has complied with this Order. TALX shall submit at the same time a copy of these reports to the Monitor/Administrator.

XI.

IT IS FURTHER ORDERED that TALX shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of TALX,
- B. Any proposed acquisition, merger or consolidation of TALX, or
- C. Any other change in TALX that may affect compliance obligations arising out of this Order, including but, not limited to, assignment, the creation or dissolution of subsidiaries, or any other change in TALX.

XII.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request with reasonable notice, TALX shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of TALX and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other Documents in the possession or under the control of TALX related to compliance with this Order; and

- B. Upon five (5) days' notice to TALX and without restraint or interference from TALX, to interview officers, directors, or employees of TALX, who may have counsel present, regarding such matters.

XIII.

IT IS FURTHER ORDERED that this Order shall terminate on August 6, 2018.

By the Commission.

Donald S. Clark
Secretary

SEAL

ISSUED: August 6, 2008

Appendix A

(Appendix A Notice To Relevant Person)

[*Letterhead of TALX Corporation*]

[*date*]

[*address*]

Re: Your Contract of Employment

Dear [*name*]:

This is to inform you that, pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, not to enforce certain provisions of your contract of employment in the event you elect to terminate your contract. Specifically, pursuant to either Paragraph II.A. or Paragraph II.B. of the enclosed Decision and Order issued by the Federal Trade Commission (“Decision and Order”), TALX may not enforce against you certain covenants not to compete, certain covenants not to solicit, and certain restrictions on your use of trade secrets.

If you have questions about whether, and to what extent, you are eligible to be released from such covenants and restrictions, you may call [*telephone number of the Monitor/Administrator*] for a consultation with the independent Monitor/Administrator appointed by the Federal Trade Commission in this matter. Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Additional information concerning this matter can be found at the following Web address: <http://www.talx.com/noncompetes>.

Sincerely,

[*CEO of TALX Corporation*]

Enclosure

Appendix B

**(Appendix B Notice To Long
Term Contract Customer)**

[*Letterhead of a TALX Corporation*]

[*date*]

[*address*]

Re: Termination of Contract

Dear [*name*]:

This is to inform you that, pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, to allow many of its customers to terminate, on ninety (90) days notice, the customers’ long term contracts for unemployment compensation management services. I direct your attention to Paragraph III. of the enclosed Decision and Order issued by the Federal Trade Commission (“Decision and Order”).

If you have questions about whether, and to what extent, you are eligible to terminate your long term contract(s) with TALX, you may call [*telephone number of the Monitor/Administrator*] for a consultation with the independent Monitor/Administrator appointed by the Federal Trade Commission in this matter. Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Additional information concerning this matter can be found at the following Web address: <http://www.talx.com/contracts>.

Sincerely,

[*CEO of TALX Corporation*]

Enclosure

Appendix C

**(Appendix C Notice To Negative
Option Contract Customer)**

[*Letterhead of a TALX Corporation*]

[*date*]

[*address*]

Re: Automatic Renewal of [*title of contract*]

Dear [*name*]:

Your contract for unemployment compensation services, which expires on [*date*], will be automatically renewed for an additional [*number of years and/or months*] unless you exercise your right to cancel this contract on or before [*date*].

Sincerely,

[*CEO of TALX Corporation*]

Appendix D

(Appendix D Web Page)

Version 1 of Appendix D

Until (a) two years after the date that all Relevant Current Persons have been given notice in accordance with Paragraph VI.A. of the Order, or (b) the date on which the Monitor/Administrator has certified that ten Client Relationship Managers, four Account Managers, twenty three Unemployment Insurance Consultants, five Hearing Representatives, and four Tax Consultants listed on the Appendix F Employee List have accepted employment with a Designated UCM Services Provider, whichever is earlier, the Appendix D Web Page shall appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, not to enforce certain provisions of certain contracts with certain current and former directors, officers, and employees of TALX and of certain firms acquired by TALX. Specifically, pursuant to Paragraphs II.A and II.B. of the Decision and Order issued by the Federal Trade Commission [*hypertext “Decision and Order issued by the Federal Trade Commission” to copy of Decision and Order on Commission’s Web site*] (“Decision and Order”), TALX may not, under certain circumstances, enforce (a) certain covenants not to compete, (b) certain covenants not to solicit and (c) certain restrictions on the use of trade secrets.

Links to the Decision and Order [*hypertext “Decision and Order” to copy of Decision and Order on Commission’s Web site*], to the Complaint issued by the Federal Trade Commission in this matter [*hypertext “Complaint” to copy of Complaint on Commission’s Web site*], and to related documents can be found at [*hypertexted Web address of docket in this matter on Commission’s Web site*].

If you are a current or former director, officer, or employee of TALX, and you have questions about whether, and to what extent, you are eligible to be released from such covenants and restrictions, you may contact the following independent Monitor/Administrator appointed by the Federal Trade Commission in this matter:

[name of the Monitor/Administrator]
[address of the Monitor/Administrator]
[telephone number of the Monitor/Administrator]

Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Pursuant to the proviso to Paragraph II.B. of the Decision and Order, the Monitor/Administrator has, or has not, made the following certifications:

[TALX may update individually the certifications below by inserting or deleting the word “not” where indicated and when appropriate.]

Certification Regarding Client Relationship Managers

The Monitor/Administrator has [***not***] certified to the Commission that ten (10) Relevant Current Persons who are each identified as “Client Relationship Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Account Managers

The Monitor/Administrator has [***not***] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Unemployment Insurance Consultants

The Monitor/Administrator has [***not***] certified to the Commission that twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Hearing Representatives

The Monitor/Administrator has [***not***] certified to the Commission that five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Tax Consultants

The Monitor/Administrator has [***not***] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Version 2 of Appendix D

After (a) the date on which the Monitor/Administrator has certified that ten Client Relationship Managers, four Account Managers, twenty three Unemployment Insurance Consultants, five Hearing Representatives, and four Tax Consultants listed on the Appendix F Employee List have accepted employment with a Designated UCM Services Provider or (b) two years after the date that all Relevant Current Persons have been given notice in accordance with Paragraph VI.A. of the Order, whichever is earlier, and until (i) the Commission ends the term of the Monitor/Administrator and (ii) TALX no longer is required to maintain the Appendix D Web Page pursuant to Paragraph VI.E.1. of the Order, the Appendix D Web Page shall appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, not to enforce certain provisions of certain contracts with certain former directors, officers, and employees of TALX and of certain firms acquired by TALX. Specifically, pursuant to Paragraphs II.A and II.B. of the Decision and Order issued by the Federal Trade Commission [*hypertext “Decision and Order issued by the Federal Trade Commission” to copy of Decision and Order on Commission’s Web site*] (“Decision and Order”), TALX may not, under certain circumstances, enforce (a) certain covenants not to compete, (b) certain covenants not to solicit and (c) certain restrictions on the use of trade secrets.

Links to the Decision and Order [*hypertext “Decision and Order” to copy of Decision and Order on Commission’s Web site*], to the Complaint issued by the Federal Trade Commission in this matter [*hypertext “Complaint” to copy of Complaint on Commission’s Web site*], and to related documents can be found at [*hypertexted Web address of docket in this matter on Commission’s Web site*].

If you are a former director, officer, or employee of TALX, and you have questions about whether, and to what extent, you are eligible to be released from such covenants and restrictions, you may contact the following independent Monitor/Administrator appointed by the Federal Trade Commission in this matter:

*[name of the Monitor/Administrator]
[address of the Monitor/Administrator]
[telephone number of the Monitor/Administrator]*

Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Pursuant to the proviso to Paragraph II.B. of the Decision and Order, the Monitor/Administrator has[, or has not,] made the following certifications:

[TALX may update individually the certifications below by inserting or deleting the word “not” where indicated and when appropriate.]

Certification Regarding Client Relationship Managers

The Monitor/Administrator has [***not***] certified to the Commission that ten (10) Relevant Current Persons who are each identified as “Client Relationship Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Account Managers

The Monitor/Administrator has [***not***] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Unemployment Insurance Consultants

The Monitor/Administrator has [***not***] certified to the Commission that twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Hearing Representatives

The Monitor/Administrator has [***not***] certified to the Commission that five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Tax Consultants

The Monitor/Administrator has [***not***] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Version 3 of Appendix D

After the Commission has ended the term of the Monitor/Administrator and until TALX no longer is required to maintain the Appendix D Web Page pursuant to Paragraph VI.E.1. of the Order, the Appendix D Web Page should appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, not to enforce certain provisions of certain contracts with certain former directors, officers, and employees of TALX and of certain firms acquired by TALX. Specifically, pursuant to Paragraphs II.A and II.B. of the Decision and Order issued by the Federal Trade Commission [*hypertext “Decision and Order issued by the Federal Trade Commission” to copy of Decision and Order on Commission’s Web site*] (“Decision and Order”), TALX may not, under certain circumstances, enforce (a) certain covenants not to compete, (b) certain covenants not to solicit and (c) certain restrictions on the use of trade secrets.

Links to the Decision and Order [*hypertext “Decision and Order” to copy of Decision and Order on Commission’s Web site*], to the Complaint issued by the Federal Trade Commission in this matter [*hypertext “Complaint” to copy of Complaint on Commission’s Web site*], and to related documents can be found at [*hypertexted Web address of docket in this matter on Commission’s Web site*].

Pursuant to the proviso to Paragraph II.B. of the Decision and Order, the Monitor/Administrator has[, or has not,] made the following certifications:

[TALX may update individually the certifications below by inserting or deleting the word “not” where indicated and when appropriate.]

Certification Regarding Client Relationship Managers

The Monitor/Administrator has [*not*] certified to the Commission that ten (10) Relevant Current Persons who are each identified as “Client Relationship Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Account Managers

The Monitor/Administrator has [*not*] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Unemployment Insurance Consultants

The Monitor/Administrator has [*not*] certified to the Commission that twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Hearing Representatives

The Monitor/Administrator has [*not*] certified to the Commission that five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Tax Consultants

The Monitor/Administrator has [*not*] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Appendix E

(Appendix E Web Page)

Version 1 of Appendix E

Until (a) three years after the date that all Long Term Contract Customers have been given notice in accordance with Paragraph VI.B. of the Order, or (b) the date on which the Monitor/Administrator has certified that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars, whichever is earlier, the Appendix E Web Page shall appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, to allow many of its customers to terminate certain long term contracts for unemployment compensation management services. Specifically, pursuant to Paragraph III. of the Decision and Order issued by the Federal Trade Commission [*hypertext “Decision and Order issued by the Federal Trade Commission” to copy of Decision and Order on Commission’s Web site*] (“Decision and Order”), customers will be permitted, on ninety (90) days notice, to terminate certain long term contracts on a pro rata basis without the payment of any penalty for termination

Links to the Decision and Order [*hypertext “Decision and Order” to copy of Decision and Order on Commission’s Web site*], to the Complaint issued by the Federal Trade Commission in this matter [*hypertext “Complaint” to copy of Complaint on Commission’s Web site*], and to related documents can be found at [*hypertexted Web address of docket in this matter on Commission’s Web site*].

If you are a customer of TALX and you have questions about whether, and to what extent, you are eligible to terminate any long term contracts for unemployment compensation management services, you may contact the following independent Monitor/Administrator appointed by the Federal Trade Commission in this matter:

*[name of the Monitor/Administrator]
[address of the Monitor/Administrator]
[telephone number of the Monitor/Administrator]*

Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Pursuant to the second proviso to Paragraph III. of the Decision and Order, the Monitor/Administrator has **not** certified to the Commission that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars (\$10,000,000).

Version 2 of Appendix E

Three years after the date that all Long Term Contract Customers have been given notice in accordance with Paragraph VI.B. of the Order, or after the date on which the Monitor/Administrator has certified that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars, whichever is earlier, the Appendix E Web Page shall appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX had agreed, under certain conditions, to allow many of its customers to terminate certain long term contracts for unemployment compensation management services. However, the obligation of TALX to terminate such contracts has now expired because [*“three years have passed since the long term contract customers were given notice of their right to terminate” or “the Monitor/Administrator has certified to the Commission that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars (\$10,000,000)”*].

Links to the Decision and Order issued by the Federal Trade Commission in this matter [*hypertext “Decision and Order” to copy of Decision and Order on Commission’s Web site*], to the Complaint issued by the Federal Trade Commission in this matter [*hypertext “Complaint” to copy of Complaint on Commission’s Web site*], and to related documents can be found at [*hypertexted Web address of docket in this matter on Commission’s Web site*].

Appendix F

(Appendix F Employee List)

Account Managers

Corbin Bergmann
Jeanne Brawn
Mark Broeker
Thomas Butera
Benjamin Carlson
Julie Conrad
Melissa Cook
Matthew Falk
Anna Gonzalez
Carey Griffin
Catherine Harvey
Connie Hatfield
James Jablonski
Kathleen James
Esther Kritz
Chung Lee
Polly Manus
Peter Moore
Penny O'Fallon
Amy Pasqualetto
Anna Patron
David Peterson
David Phillips
Edna Pita
Julie Rezes
Meghan Ryder
Meghan Schrumpf
Sheila Taylor
Cynthia Witt

Client Relationship Managers

Landon Armbruster
Jessica Avila
Michael Baer
Marci Beatty
Robert Beck
L. Mark Bickers
Michael Bradley
Russell Braverman
Kelly Brechman
Bruce Burgess
Ashly Caserotti
Jerome Christiani
Carol Cook
Rebecca Copley
Steven Dainard
Denise Doney
Ronna Dubro
John Fiorelli
William Florence
Paul Fountain
Beth Frauhiger
Melanie Frazier
Jennifer Gerhardt
Judith Glazer
Jane Grubnich
Angela Hansen
Berenice Hardin
Scott Hert
Woodrow Hilliard
Jonathan Hilton
John Holihan
Jeffrey Houser
Barbara Hoyos
Charleen Jackson
Bonnie Keady
Mark Koley
Leigh Krohe
Ami LaBarbera
Joshua Landman
Angela Lojacono
Alison Marks

Cynthia McReynolds
Karen Miller
Kim Miller
Rose Mizak
Lisa Moenigmann
Stephanie Morello
Christa Mosser
David O'Connell
Eric Oscarson
Linda Paez
Brandon Palmer
Michael Pennanen
Donald Phillips
Daniel Pongonis
John Ras
Thomas Ribich
Julia Rice
Amanda Romanelli
Jeffrey Royer
Cynthia Schroeder
Susan Sheehan
Carol Shular
Kristin Shuler
John Sullivan
Emily Svoboda
Kristin Torrillo
James Tripodi
Aaron Unell
John Valenti
Susan Vaters
Cassandra Vauls
Scott Verhey
Tiffany Wood
Darrell Woodward
Sandra Wynne

Hearing Representatives

Pixie-Ann Allan
Gloria Ambler
Gregory Anello
Manija Basherey
Kelly Battista
Kimberly Beaver
Mara Benjamin
Klaren Bentley
Jonathan Beretta
Karen Brewin
Lesley Buhler
Tanis Burrell
Joshua Burrows
Kimberly Buttelerwerth
Joseph Canfield
Richard Carter
Peter Cipriano
Jennifer Coe
Tammy Conrad
Lynn Corbeil
Craig Cree
Charlene Crocker
Robert Cygan
Frank Eckert
Jeanne Edwards
Diane Elkins
Michael Fedor
Sandra Fitch
Amelia Gallagher
Judith Gentry
Shelby Grau
Linda Green
Barbara Hamilton
Lisa Harroff
Michelle Hawkins
John Henson
Catherine Hess
Constance Hickerson
Lisa Jennings
Jacqueline Jones
Melissa Keys

Donna Klauza
Thomas Kuiper
Beverly Lamb
Francis Landolphi
Kathleen Lauritzen
Thomas Lindquist
Malia Maples
Ralph McGlothlen
Keith Mokler
Robin Moore
Dennis Mullens
Paul Murphy
Edward O'Brien
Eugene Parsons
Susan Perry
Diana Perry-Lehr
Gordon Peterson
Kevin Rafferty
Carol Reading
Todd Richardson
Cheryl Rodermund
Cheryl Roethemeier
Roxanne Rose
Kevin Salmon
Janice San Souci
Gerald Sander
Cris Scheibe
Jeffrey Scher
Scott Schnebber
Marcy Schneider
Deborah Shelburne
Dena Shelton
Elizabeth Sillars
Alyce Smolsky
Jerry Snow
William Stasek
Elaine Steele
Kelly Tackett
Michael Thiele
Barbara Toney
Richard Vanderford

Hearing Representatives (continued)

Gavin Walker
Carol Weidinger
Jacqueline Wiegand
Teresa Wiley
Henry Williams
Robert Winn
Raul Ybanez
Martha Young
Susen Zevin

Tax Consultants

Gauri Anand
Jennifer Arteaga
Sharon Ashcraft
Marcie Barber
Kimberly Barnhill
Ryan Bartley
Deborah Bell
Steven Blair
Nancy Boggs
Carleen Boggs
Joanne Bolderson
Starline Buchanan-Bowman
Nicholas Buehler
Stacey Bunch
Carol Burrer
James Cannady
Patricia Carpenter
Cynthia Carr
Karen Colman
Nicholas Cowan
Marcia Daniels
A David
Stephen Eckhard
Robert Eickmeyer
Mary Elbert
Fern Flacke
Abathia Franklin
Bonnie Freck
Patrick Ganey
Lori Gaskell
Cheryl Guice
Gloria Hadley
Cameron-David Hartman
Vivian Helman
Crystal Hemmer
David Hernandez
Natalie Hickman
Lindy Hogan
Joann Hughes
Richard Johnson
Rosa Jones

Kathy Jones
Sheryl Kingrea
Kelley Knickmeyer
Katherine Koehler
Paul Lappert
Laura Lewis
Danielle Looker
Martha Ludwig
James Mantoan
Caroline Martin
Bonnie Moncelli
Robert Myers
Mattie Newtall
Debra Ortman
Christopher Oscarson
Lauren Owca
Keith Pender
Brian Perry
Nathan Phipps
Cassandra Rhymes
Caitlin Riviere
Stephanie Robinson
Victoria Roslawski
Elizabeth Scott
David Snavelly
Robert Stanze
Gregory Stone
Connie Story
Gretchen Strebeck
Todd Strunk
Sandra Timson
Gabrielle Vining
Michele Walters
Deborah Wierzbicki
Nancy Williams
Tiffany Wood
James Zimmerly

Unemployment Insurance Consultants

| | |
|--------------------|-------------------|
| Rebecca Abbott | Deloris Brown |
| Brenda Adams | Carolyn Brown |
| April Allen | Lashae Brown |
| Jaclyn Allison | Karen Bruce |
| Justin Alpert | Heather Buchan |
| Jennifer Amnott | Tammy Burgard |
| Michelle Andrew | Aaron Burgwald |
| Jennifer Andrews | Bianca Bustillos |
| Janet Asay | Goldie Caldwell |
| Monica Asher | Rhonda Caloia |
| Hope Aubrey | Kathleen Campbell |
| Marian Avery | Dawn Casey |
| Margaret Bach | Nikki Casey |
| Alice Backus | Paul Cefali |
| Katie Bailey | Sharron Cernik |
| Metta Bailey | Lori Ceselski |
| Patricia Ball | Justin Chandler |
| Brenda Banks | Sidney Chatfield |
| Krista Barela | Maria Chen |
| Nicole Barker | Chamon Childress |
| Heather Barker | Valerie Chitty |
| Marjorie Barksdale | Nicole Cleveland |
| Karen Barrientos | Valerie Clinton |
| Carrie Bauwens | Susan Coffin |
| Tamara Beason | Jennifer Coleman |
| Jeremy Beck | Shelley Coleman |
| James Been | Rozalyn Collins |
| Sherilyn Bembem | Walter Comisiak |
| Kimberly Bieri | Tracy Conner |
| Audria Bird | Katherine Conway |
| Alexis Bishop | Timothy Cook |
| Leslie Blakney | Mary Corvo |
| Diane Blancett | Yanery Crain |
| Reneé Blanco | Matthew Crain |
| Betty Blevins | Jennifer Crawford |
| Rhonda Boner | Randal Crocker |
| Linda Boone | Christin Crowder |
| Natalie Bowling | Jada Curry |
| Leoung Boyd | Annette Dailey |
| Viola Briggeman | Amy Darboe |
| Tamatha Brock | Richard Davenport |

Unemployment Insurance Consultants (continued)

| | |
|------------------------------|-------------------|
| Kristina David | Corinne Flusche |
| Constance Davis | Felicia Forbes |
| Terri Davis | Lisa Fouras |
| Trina Davis-Petty | Lars Fox |
| Jeff Delorenzo | Julie Fox |
| Demeria Dent | Sandra Francois |
| Laurie Dent | Kristen Frazier |
| Stephanie Deyampert | Deborah Fulte |
| Kari Diaz | Nancy Gahagen |
| Trish Diehl | Rochelle Garcia |
| Yalonda Dillon | Greggory Garman |
| Patrick Dotson | Cheryl Garrett |
| Terry Dotson | Frances Geddis |
| Brandon Drake | Elizabeth Givens |
| Christine Draper | Cynthia Grant |
| Jennifer Driskell | Darlene Gray |
| Kelly Drumheller | Jan Green |
| April Dawn Duerbusch-Dorsett | Yolanda Green |
| Debra Duffin | Lori Gregg |
| Alison Duncan | Bradley Gregory |
| Lisa Dunn | Mary Gremo |
| Lisa Durnell | Tabitha Grennell |
| Christine Durrant | Abigail Grillo |
| Tamara Dyer | Deborah Grillo |
| Kevin Dyer | R. Gross |
| Kristiene Dyer | Karen Grotzinger |
| Debbera Eggers | Megan Grube |
| Deborah Eggleton | Lisa Gulosh |
| Regina Eldridge | Kristi Gumbel |
| Annie Erb | Sarina Hall |
| Jodi Estep | Susan Halls |
| April Ethridge | Reneé Hamilton |
| Christina Fankhauser | Kimberly Hampton |
| Phyllis Farrell | Leslie Hanck |
| Christine Fastnaught | Christina Hanson |
| Tamera Febes | Chris Harper |
| Lois Ferguson | Tamara Harris |
| Stephanie Festog | Carolyn Harshman |
| Melissa Fetherolf | Maria Hayes |
| Debra Fischer | Amy Heckler |
| Nancy Flaiz | Amy Helfrich |
| Ryan Flanery | Sharon Helgenberg |

Unemployment Insurance Consultants (continued)

| | |
|--------------------------|---------------------|
| Ellen Henderson | Tracy Jones |
| Lawanda Henderson | Mary Jones |
| Laura Hendry | Bernice Jones |
| Brandi Henry | Annitra Jones |
| Jennifer Henry | Mark Jones |
| Gloria Herman | Andrea Junk |
| Aaron Heyer | Claire Karalekas |
| Elizabeth Heywood | Samantha Karnes |
| Karon Hibbler | Lois Kary |
| Tamara Hibbler | Benjamin Kehoe |
| Terry Hicks | Lee Kehoe |
| Carolyn Higgins | Ryan Kehoe |
| Patricia Hight | Kimberly Keifer |
| Tracy Hoffman | Betty Keller |
| Darlene Hogan | Brian Kennedy |
| Rebecca Hollen | Christopher Kennedy |
| Sharon Holly | Jessica Kenney |
| Amy Horn | Bradly Kerr |
| Kendra Horn | Megan Keys |
| Lori Horne | Robert Kincaid |
| Maiesha Houser | Sarah King |
| Kristin Huff | Amber Kniep |
| Samantha Hughes | Michele Knoten |
| Margery Humphrey | Ruth Koch |
| Rosalind Hurst-McCain | Rachelle Konst |
| Cynthea Hussmann | Jane Konst |
| Danielle Irving | Barbara Kumm |
| Latoya Jackson | Jonathan Lacy |
| Natalie Jackson | Debra Laplante |
| Stephanie Jackson | Kathleen Lawler |
| Kandance James | Shonda Lawton |
| Katherine Janzen | Kelly Lay |
| Rochelle Jenkins | Catherine Lee |
| Amy Jester | Brandy Lee |
| Jennifer Johansen-Pettit | Allyson Leitner |
| Gregory Johner | Douglas Lentes |
| Lindsey Johnson | Jolai Leonti |
| Samantha Johnson | Charity Lewis |
| Wanda Johnson | Janice Linzie |
| Deborah Johnson | Lena Little |
| Jenavieve Jones | Anna Lively |
| Kathleen Jones | Andrea Loggins |

Unemployment Insurance Consultants (continued)

| | |
|--------------------|------------------------|
| Carolyn Loomis | Judith Nagorski |
| Danila Loquiao | Karla Nalls |
| Emily Lorton | Jessica Nance |
| Litisha Loveless | Kent Nardin |
| Natalie Mantilla | Angela Nelson-Frimpong |
| Maya Marsek | Tabitha Nichols |
| Sabrina Marshall | Dorothea Nicholson |
| Christine Martin | Amber Niles |
| Krista Martin | Alice Noble |
| Ruth Martinez | Emily Norton |
| Raziah Massey | Francesca Nutini |
| Joann Matthes | Jeffrey O'Connor |
| Kevin May | Kimberly Oertel |
| Jill Mayer | Kathleen O'Leary |
| Christa Mayercin | Elizabeth O'Mara |
| Christina Maynard | Robert Ouellette |
| Anita Mayo | Kristin Owen |
| Zontel McCann | Erica Pace |
| Brandi McCarty | John Paden |
| Phyllis McClaskey | Anna Palasciano |
| Heather McConnell | Michelle Parker |
| Kendra McDonald | Liza Parodi |
| Eileen McFarland | Serina Patrustie |
| Cheri McFarland | Matthew Pearson |
| Cecelia McGrew | Laura Peltier |
| Marclene McKee | Daniela Perez |
| Kimberly McLucas | Lucille Petty |
| Shatia McPherson | Bonita Pevey |
| Tamara Medley | Jean Pfeiffer |
| Lauren Meeks | Cassandra Phelps |
| Kirsten Miller | Alice Phillips |
| Steven Mintz | Agnes Phipps |
| Sarina Mitchell | Kelly Pitts |
| Nickolas Mitsialis | Deborah Pizzi |
| David Moehle | Carol Plemons |
| Gregory Montjoy | Johnny Poehler |
| Nancy Moore | Christopher Polito |
| Sherry Moore | Radhika Poreddy |
| Laura Morgan | Steven Pottmeyer |
| Julie Mosley | Alesia Pullins |
| Jaime Myers | April Pusateri |
| Joy Myers | Barbara Quigley |

Unemployment Insurance Consultants (continued)

| | |
|---------------------|-----------------------|
| Terra Rainey | Dawn Spencer |
| Jose Ramos | Scott Spriggs |
| Tequila Rausch | Mom Srey |
| Abigail Reedstrom | Leslee Staton |
| Yolanda Reeves | Elizabeth Stonebarger |
| Laura Reiss | Karen Stonebraker |
| Ruth Renner | Cynthia Stout |
| Melissa Repici | Angela Stubbs-Woods |
| Ebony Richardson | Rachel Stuber |
| Amanda Rivera | Jennifer Stump |
| Kimberly Roberson | Anna Sullivan |
| Mara Robertson | Laura Suter |
| Marvin Robinson | Joyce Suttles |
| Tara Robles | Peter Svendsen |
| Amber Rodebaugh | Cynthia Syme |
| Glenneice Rodgers | Yvonne Tabb |
| Nancy Rollison | Alisha Talley |
| Martha Rosenberger | Michelle Taylor |
| Jacqueline Roulette | Angela Thomas |
| Josie Ryan | David Thompson |
| Patricia Sager | Richard Thompson |
| Melissa Sahrhage | Megan Thomsen |
| Cynthia Salas | Tina Thomure |
| Maile Salas | Jamey Tobin |
| Julie Satory | Donna Toliver |
| Cynthia Schaaf | Tamala Tramble |
| David Schaye | Stephanie Trice |
| Jennifer Schlaffman | Danielle Troiano |
| Karen Schmitt | Bochen Uang |
| Ann Schrodt | Ronald Underwood |
| Janie Sedlacek | Ashley Vaden |
| Theresa Sherman | Jennifer Venable |
| Jenifer Shultz | Judi Vilaylak |
| Ramzie Siebuhr | Jeaneth Villasenor |
| Jerri Simmons | Michele Violet |
| Louisa Sitala | Steven Vogel |
| Ryan Smith | Charon Wade |
| Patrice Snider | David Wade |
| Berry Snyder | Nicole Wallace |
| Sheri Sonko | Heather Walter |
| Ginger Sowle | Irene Wang |
| Janet Spence | Andrew Warren |

Unemployment Insurance Consultants (continued)

Julie Warwick
Letisha Washington
Suzanne Weatherby
Tricia Webb
Holly Webb
Lyneigh Welzen-Jones
Stefanie Wenzel
Wallene Werner
Katie Whelan
Melissa White
Misty White
Bethany Whitehair
Nicolette Whitfield
Jacqueline Wilcox-Williams
Amy Willard
Joshua Williams
Debra Williams
Jennifer Wilson
Bobbi Winczewski
Wanda Wipfler
Lisa Woodard
Sherrie Woods
Benjamin Woods
Shirley Woods
Elaine Woolaver
Amy Woolsey
Sherri Wotring
Homer Wren
Roberta Wright
Sharon Wucher
Sharon Yarbrough
Jaclyn Young

Other

Jay Rooney