

Complaint

IN THE MATTER OF

**REED ELSEVIER NV,
REED ELSEVIER PLC,
REED ELSEVIER GROUP PLC,
REED ELSEVIER INC.,
CHOICEPOINT INC.,
CHOICEPOINT SERVICES INC.,
AND
CHOICEPOINT GOVERNMENT SERVICES LLC**

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS OF
SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL TRADE
COMMISSION ACT

*Docket No. C-4257; File No. 081 0133
Complaint, June 1, 2009 – Decision, June 1, 2009*

This consent order addresses the \$4.1 billion acquisition by Reed Elsevier of ChoicePoint. The complaint alleges that the acquisition would eliminate substantial competition between the only two significant suppliers of electronic public record services sold to law enforcement customers in the United States and enable LexisNexis to unilaterally raise the prices of electronic public records services. The complaint also alleges that this market is highly concentrated. The order requires the divestiture of assets related to ChoicePoint's AutoTrackXP and CLEAR electronic public records services to Thomson Reuters Legal Inc. The order also requires Reed Elsevier to provide various transitional services and allows the Commission to appoint an interim monitor.

Participants

For the *Commission*: *Brendan J. McNamara, Christine Naglieri,
and Catherine M. Sanchez.*

For the *Respondents*: *Richard Feinstein, Boies, Schiller &
Flexner LLP; Robert Lipstein, Crowell Moring LLP; Christine
Varney, Hogan & Hartson LLP; Dale Collins, Shearman & Sterling
LLP; and Damian Didden, Wachtell, Lipton, Rosen & Katz.*

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COMPLAINT

Pursuant to the Clayton Act and the Federal Trade Commission Act, and its authority thereunder, the Federal Trade Commission (“Commission”), having reason to believe that Respondent Reed Elsevier Inc., a subsidiary of Respondent Reed Elsevier Group plc, which is owned by Respondent Reed Elsevier NV and Respondent Reed Elsevier PLC (collectively “Reed Elsevier”), corporations subject to the jurisdiction of the Commission, have agreed to acquire Respondent ChoicePoint Inc., Respondent ChoicePoint Services Inc., and Respondent ChoicePoint Government Services LLC (collectively “ChoicePoint”), corporations subject to the jurisdiction of the Commission, in violation 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 it appearing to the Commission that a proceeding in respect thereof would be in the public interest, hereby issues its Complaint, stating its charges as follows:

I. RESPONDENTS

1. Respondent Reed Elsevier NV is a corporation organized, existing, and doing business under and by virtue of the laws of The Netherlands, with its office and principal place of business located at Radarweg 29, 1043 NX Amsterdam, The Netherlands.

2. Respondent Reed Elsevier PLC is a public limited company, organized, existing, and doing business under and by virtue of the laws of the United Kingdom, with its office and principal place of business located at 1-3 The Strand, WC2N 5JR, London, England.

3. Respondent Reed Elsevier Group plc is a public limited company, organized, existing, and doing business under and by virtue of the laws of the United Kingdom, with its office and principal place of business located at 1-3 The Strand, WC2N 5JR, London, England.

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4. Respondent Reed Elsevier Inc. is a corporation, organized, existing, and doing business under and by virtue of the laws of Massachusetts, with its office or principal place of business at 125 Park Avenue, Suite 2300, New York, New York 10017.

5. Respondent ChoicePoint Inc. is a corporation organized, existing and doing business under and by virtue of the laws of Georgia, with its office and principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005.

6. Respondent ChoicePoint Services Inc. is a corporation organized, existing and doing business under and by virtue of the laws of Georgia, with its office and principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005.

7. Respondent ChoicePoint Government Services LLC is a Georgia limited liability company with its office and principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005.

8. Respondents are, and at all times herein have been, engaged in commerce, as “commerce” is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. §12, and are corporations whose businesses are in or affect commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 44.

II. THE PROPOSED ACQUISITION

9. Pursuant to an Agreement and Plan of Merger dated as of February 20, 2008 (the “Agreement”), Reed Elsevier proposes to acquire ChoicePoint for approximately \$4.1 billion (the “Acquisition”).

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III. THE RELEVANT MARKET

10. For the purposes of this Complaint, the relevant market in which to analyze the effects of the Acquisition is electronic public records services for law enforcement customers.

11. For the purposes of this complaint, the United States is the relevant geographic area in which to analyze the effects of the Acquisition in the relevant line of commerce.

IV. THE STRUCTURE OF THE MARKET

12. LexisNexis, a wholly-owned subsidiary of Reed Elsevier, and ChoicePoint are, by a large margin, the two largest providers in the United States of electronic public records services for law enforcement customers. Consequently, the U.S. market for electronic public records services for law enforcement customers is highly concentrated as measured by the Herfindahl-Hirschman Index (“HHI”).

13. LexisNexis and ChoicePoint are actual and substantial competitors in the relevant market.

V. ENTRY CONDITIONS

14. New entry into the relevant market would not be timely, likely, or sufficient to deter or counteract the anticompetitive effects of the Acquisition set forth in Paragraph 16 below. New entry into the relevant market is a difficult process because of, among other things, the time and cost associated with developing electronic public records services for law enforcement customers and the lengthy period necessary to attain customer acceptance within this customer segment. As a result, new entry into any of these markets sufficient to achieve a significant market impact within two years is unlikely.

15. Expansion by smaller competitors into the relevant market would not be timely, likely, or sufficient to deter or counteract the

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anticompetitive effects of the Acquisition set forth in Paragraph 16 below. As a result, new entry into any of these markets sufficient to achieve a significant market impact within two years is unlikely.

VI. EFFECTS OF THE ACQUISITION

16. The effects of the Acquisition, if consummated, may be to substantially lessen competition and to tend to create a monopoly in the relevant market in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45, in the following ways, among others:

a. by eliminating actual, direct, and substantial competition between LexisNexis and ChoicePoint for the sale of electronic public records services for law enforcement customers in the United States;

b. by increasing the likelihood that LexisNexis will exercise market power unilaterally in the U.S. market for electronic public records services for law enforcement customers;

c. by reducing the merged entity's incentives to improve service or product quality or to pursue further innovation in the U.S. market for electronic public records services for law enforcement customers; and

d. by increasing the likelihood that law enforcement customers would be forced to pay higher prices for electronic public records services.

VII. VIOLATIONS CHARGED

17. The Acquisition described in Paragraph 9 constitutes a violation of Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

18. The Acquisition described in Paragraph 9, if consummated, would constitute a violation of Section 7 of the Clayton Act, as

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amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

WHEREFORE, THE PREMISES CONSIDERED, the Federal Trade Commission on this first day of June, 2009, issues its Complaint against said Respondents.

By the Commission.

DECISION AND ORDER

The Federal Trade Commission (“Commission”) having initiated an investigation of the proposed acquisition by Respondent Reed Elsevier, Inc., a subsidiary of Respondent Reed Elsevier Group plc, which is owned by Respondent Reed Elsevier NV and Respondent Reed Elsevier PLC (collectively “Reed Elsevier”) of Respondent ChoicePoint Inc., Respondent ChoicePoint Services Inc., and Respondent ChoicePoint Government Services LLC (collectively “ChoicePoint”), and Respondents having been furnished thereafter with a copy of the draft Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents 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

Respondents, their attorneys, and counsel for the Commission having thereafter executed a Consent Agreement, an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the signing of the Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint,

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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 Respondents have violated the said Acts and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint 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, 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 Reed Elsevier NV is a corporation organized, existing, and doing business under and by virtue of the laws of The Netherlands, with its office and principal place of business located at Radarweg 29, 1043 NX Amsterdam, The Netherlands.

2. Respondent Reed Elsevier PLC is a public limited company, organized, existing, and doing business under and by virtue of the laws of the United Kingdom, with its office and principal place of business located at 1-3 The Strand, WC2N 5JR, London, England.

3. Respondent Reed Elsevier Group plc is a public limited company, organized, existing, and doing business under and by virtue of the laws of the United Kingdom, with its office and principal place of business located at 1-3 The Strand, WC2N 5JR, London, England.

4. Respondent Reed Elsevier Inc. is a corporation, organized, existing, and doing business under and by virtue of the laws of Massachusetts, with its office or principal place of business at 125 Park Avenue, Suite 2300, New York, New York 10017.

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5. Respondent ChoicePoint Inc. is a corporation organized, existing and doing business under and by virtue of the laws of Georgia, with its office and principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005.

6. Respondent ChoicePoint Services Inc. is a corporation organized, existing and doing business under and by virtue of the laws of Georgia, with its office and principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005.

7. Respondent ChoicePoint Government Services LLC is a Georgia limited liability company with its office and principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005.

8. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents and the proceeding is in the public interest.

ORDER**I.**

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

- A. “Reed Elsevier NV” means Reed Elsevier NV, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by Reed Elsevier NV, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Reed Elsevier PLC” means Reed Elsevier PLC, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by Reed Elsevier PLC, and the

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respective directors, officers, employees, agents, representatives, successors, and assigns of each.

- C. “Reed Elsevier Group plc” means Reed Elsevier Group plc, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by Reed Elsevier Group plc, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- D. “Reed Elsevier Inc.” means Reed Elsevier Inc., its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions (including, but not limited to LexisNexis), groups, and affiliates controlled by Reed Elsevier Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- E. “ChoicePoint Inc.” means ChoicePoint, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by ChoicePoint Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- F. “ChoicePoint Services Inc.” means ChoicePoint Services Inc., its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by ChoicePoint Services Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- G. “ChoicePoint Government Services LLC” means ChoicePoint Government Services LLC, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by ChoicePoint Government Services LLC, and

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the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

- H. “Reed Elsevier” means Reed Elsevier NV, Reed Elsevier PLC, Reed Elsevier Group plc, and Reed Elsevier Inc.
- I. “ChoicePoint” means ChoicePoint Inc., ChoicePoint Services Inc., and ChoicePoint Government Services LLC.
- J. “Commission” means the Federal Trade Commission.
- K. “Respondents” means Reed Elsevier and ChoicePoint individually and collectively, *provided, however*, that, after the Closing Date, Respondents does not mean ChoicePoint Government Services LLC.
- L. “Acquisition” means the February 20, 2008, proposed acquisition by Reed Elsevier for which a filing was made pursuant to the Hart-Scott-Rodino Antitrust Improvements Act on February 28, 2008, pulled and refiled on March 28, 2008, by Reed Elsevier.
- M. “Assets to Be Divested” means the Employees, the CLEAR Assets, and the AutoTrackXP Assets; *provided, however*, that the use of the AutoTrackXP Assets, whether alone or with the CLEAR Assets, shall be limited to use only in the Field; *provided further* that Respondents shall retain joint ownership rights in the AutoTrackXP Software and AutoTrackXP Intellectual Property for use outside the Field.
- N. “AutoTrackXP Assets” means:
 - 1. the source code and the object code of those software components and data modules that host or support the execution and required data movements (i.e., “middleware”) for the application known as AutoTrackXP (“the AutoTrackXP Middleware”) and the documentation corresponding to the AutoTrackXP

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Middleware, in each case as existing on the Closing Date;

2. the source code and the object code of the user interface programs known as AutoTrackXP (“the AutoTrackXP User Interface”) and the documentation corresponding to the AutoTrackXP User Interface, in each case as existing on the Closing Date;
 3. a license to third party software used with the AutoTrackXP Software in the Field, excluding commercially available software;
 4. access to all AutoTrackXP Data during the term of the Transition Services Agreement included in the Purchase Agreement attached to this Order as non-public Appendix 1, or, if Thomson Reuters is not the Commission-approved Acquirer, for a period of two (2) years;
 5. all rights to sue for infringement or misappropriation of any of the AutoTrackXP Intellectual Property in the Field; and
 6. all services and sales contracts relating to the use of the AutoTrackXP Software in the Field, if any.
- O. “AutoTrackXP Data” means all data used in connection with the AutoTrackXP Software in the Field, including, but not limited to data concerning individuals, businesses, and entities.
- P. “AutoTrackXP Intellectual Property” means all Intellectual Property that (1) is embodied by or used in the AutoTrackXP Software, or (2) has claims that cover the AutoTrackXP Software or the use thereof, in each case as existing on the Closing Date;

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- Q. “AutoTrackXP Software” means the AutoTrackXP Middleware and the AutoTrackXP User Interface.
- R. “CLEAR Assets” means:
1. the source code and the object code of the user interface programs known as Consolidated Lead Evaluation and Reporting (“CLEAR”) and launched as the commercial product “ChoicePoint CLEAR” on May 28, 2008 (“the CLEAR user Interface”), and the documentation corresponding to the CLEAR User Interface, in each case as existing on the Closing Date;
 2. all Intellectual Property that (i) is embodied by or used in the CLEAR User Interface, or (ii) has claims that cover the CLEAR User Interface or the use thereof, together (“the CLEAR User Interface Intellectual Property”);
 3. a license to third party software that is used with the CLEAR User Interface, excluding commercially available software;
 4. access to all CLEAR Data during the term of the Transition Services Agreement included in the Purchase Agreement attached to this Order as non-public Appendix 1, or, if the Commission-approved Acquirer is not Thomson Reuters, for a period of two (2) years;
 5. all rights to sue for past infringement or misappropriation of the CLEAR User Interface and the CLEAR User Interface Intellectual Property; and
 6. all services and sales contracts for products or services relating to the use of the CLEAR User Interface, if any.
- S. “CLEAR Data” means all data used in connection with the CLEAR User Interface, including, but not limited to data concerning individual, businesses, and entities.

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- T. “Closing Date” means the date on which Respondents (or a Divestiture Trustee) and a Commission-approved Acquirer consummate a transaction to assign, grant, license, divest, transfer, deliver, or otherwise convey the Assets to Be Divested and , if Thomson Reuters is not the Commission-approved Acquirer, the Supplemental Assets, pursuant to this Order.
- U. “Commission-approved Acquirer” means the following: (1) an entity that is specifically identified in this Order to acquire particular assets that the Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission’s determination to make this Order final; or (2) an entity approved by the Commission to acquire particular assets that the Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order.
- V. “Confidential Business Information” means all information owned by, or in the possession or control of, Respondents that is not in the public domain related to the development, marketing, commercialization, distribution, importation, exportation, cost, pricing, supply, sales, sales support, or use of the AutoTrackXP Assets and the Clear Assets.
- W. “Day(s)” means the period of time prescribed under this Order as computed pursuant to 16 C.F.R. § 4.3 (a).
- X. “Direct Cost” means the cost of direct labor and direct material used to provide the relevant assistance or service, *provided, however*, that where the costs associated with the provision of the relevant assistance or service are allocated costs rather than direct costs, then Direct Cost means the amount of cost allocated to the provision of the relevant assistance or service calculated in accordance with reasonable cost allocation methodologies, and, if Thomson

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Reuters is not the Commission-approved Acquirer, any controversy, dispute, or claim to be resolved by an independent arbitrator, whose resolution shall be conclusive and binding upon the parties.

- Y. “Divestiture Trustee” means a trustee appointed by the Commission pursuant to the relevant provisions of this Order.
- Z. “Effective Date” means the date on which the Acquisition occurs.
- AA. “Employees” means the employees identified in the non-public Appendix II attached to this Order.
- BB. “Field” means Public Records Services provided to (1) Governmental Agencies and (2) any systems integrator, contractor, or outsourcer accessing content or services for the purpose of servicing any Governmental Agency.
- CC. “Governmental Agency” means any (1) federal, state, local, municipal, foreign, or other government; (2) federal, state, local or foreign governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or the Federal Reserve System Board of Governors, and the twelve regional Federal Reserve Banks); or (3) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court or arbitrator.
- DD. “Governmental Entity” means any federal, state, local or non-U.S. government, or any court, legislature, governmental agency, or governmental commission, or any judicial or regulatory authority of any government.
- EE. “Intellectual Property” means any or all of the following and all rights arising out of or associated therewith: (1) all

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patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (2) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing (exclusive, however, of all databases and data collections and all rights therein); (3) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (4) all industrial designs and any registrations and applications therefor; (5) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (6) all moral and economic rights of authors and inventors, however denominated; and (7) any similar or equivalent rights to any of the foregoing; *provided, however*, that except with respect to the historical data listed on Schedule G to the Software Joint Ownership, Trademark Assignment, and Trademark License Agreement (subject to the terms of use contained therein) of the Purchase Agreement, Intellectual Property does not include rights in and to data or content used or distributed in connection with the Software.

- FF. “Interim Monitor” means any monitor appointed pursuant to the relevant provisions of this Order.
- GG. “Law” means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Governmental Entity having the effect of law.
- HH. “Marketing Materials” means all marketing materials related to the Assets to Be Divested and, if Thomson Reuters is not the Commission-approved Acquired, the Supplemental Assets, as of the Closing Date, including, without limitation, all advertising materials, training materials, product data, price lists, mailing lists, sales materials (e.g., detailing

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reports; vendor lists; sales data; reimbursement data), marketing information (e.g., competitor information; research data; market intelligence reports; statistical programs (if any) used for marketing and sales research; customer information, including customer sales information; sales forecasting models; and advertising and display materials; promotional and marketing materials, and other similar materials.

- II. “Public Records Services” means an integrated solution utilizing multiple sources of data and search, retrieval, linking, and reporting analytics concerning individuals, businesses or other organizations, and property.
- JJ. “Purchase Agreement” means the Membership Interest Purchase Agreement, by and among Reed Elsevier Inc., ChoicePoint, Thomson Reuters, and Thomson Reuters U.S. Inc., dated as of August 29, 2008, and amendments, exhibits, attachments, agreements, and schedules thereto (including, without limitation, the Software Joint Ownership, Trademark Assignment, and Trademark License Agreement, the Transition Services Agreement, and the Service Supply Agreement) related to the AutoTrackXP Assets to Be Divested and the CLEAR Assets to Be Divested, that have been approved by the Commission to accomplish the requirements of this Order. The Purchase Agreement is attached to this Order as non-public Appendix I.
- KK. “Remedial Agreement” means the following: (1) the Purchase Agreement; and/or (2) any agreement between the Respondent(s) and a Commission-approved Acquirer (or between a Divestiture Trustee and a Commission-approved Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets to be assigned, granted, licensed, divested, transferred, delivered,

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or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of this Order.

LL. “Software” means the AutoTrackXP Software and the CLEAR User Interface.

MM. “Supplemental Assets” means the following, to the extent and in the form such assets are in the possession of, or will become in the possession of Reed Elsevier pursuant to the Acquisition, and to the extent such assets are requested by a Commission-approved Acquirer other than Thomson Reuters:

1. past and present lists of customers for AutoTrackXP products or services in the Field, including the name, address, and relevant contact person of each such customer, a detailed list of each prospective customer in the Field of ChoicePoint that has previously received a sales quote for AutoTrackXP products or services from ChoicePoint including the name, address and relevant contact person of each prospective customer of AutoTrackXP products or services accompanied by all ChoicePoint quote reports, and all other data and information relating to said customers and ChoicePoint sales activities relating thereto;
2. all vendor lists detailing the name, address, and relevant contact person for each past and present vendor supplying to ChoicePoint products or services relating to the AutoTrackXP Software;
3. all Marketing Materials related to the use of the AutoTrackXP Software in the Field;
4. as existing on the Closing Date, all data and information relating to any of ChoicePoint’s approvals, clearances, certifications, qualifications, licenses, registrations, permits, franchises, product registrations or

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authorizations issued by any federal, state, municipal, or foreign authority, or any third party test house, registrar or certification body, relating to the use of the AutoTrackXP Software in the Field;

5. past and present customer lists for products or services related to the CLEAR User Interface, including the name, address, and relevant contact person of each such customer, a detailed list of each prospective customer of ChoicePoint that has previously received a sales quote for products or services related to the CLEAR User Interface from ChoicePoint including the name, address and relevant contact person of each prospective customer of products or services related to the CLEAR User Interface accompanied by all ChoicePoint quote reports, and all other data and information relating to said customers and ChoicePoint sales activities relating thereto to the extent and in the form such information was provided to Reed Elsevier pursuant to the Acquisition;
6. all vendor lists detailing the name, address, and relevant contact person for each past and present vendor supplying to ChoicePoint products or services related to the CLEAR User Interface;
7. all Marketing Materials for products or services related to the CLEAR User Interface;
8. as existing on the Closing Date, all data and information relating to any of ChoicePoint's approvals, clearances, certifications, qualifications, licenses, registrations, permits, franchises, product registrations or authorizations issued by any federal, state, municipal, or foreign authority, or any third party test house, registrar or certification body, relating to the CLEAR User Interface and the CLEAR User Interface Intellectual Property;

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9. as existing on the Closing Date, all knowhow, goodwill, technology, trade secrets technical information, protocols, quality control information relating to the AutoTrackXP Assets and the CLEAR Assets, and the modifications or improvements thereto; and
 10. as existing on the Closing Date, all Intellectual Property licensed to a Respondent and used with the AutoTrackXP Assets or the CLEAR Assets, to the extent the licensor will agree to the transfer, but excluding commercially available software and excluding modifications and improvements to the Intellectual Property that are not licensed to a Respondent.
- NN. "Thomson Reuters" means Thomson Reuters (Legal) Inc., a corporation organized under the laws of Minnesota, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by Thomson Reuters (Legal) Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- OO. "Trademark Term" means two (2) years from the Effective Date.

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II.**IT IS FURTHER ORDERED** that:

- A. Not later than fifteen (15) Days after the Effective Date, Respondents shall divest the Assets to Be Divested, absolutely and in good faith, to Thomson Reuters pursuant to and in accordance with the Purchase Agreement (which agreement shall not vary or contradict, or be construed to vary or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of Thomson Reuters or to reduce any obligations of the Respondents under such agreement), and such agreement, if it becomes the Remedial Agreement related to the Assets to Be Divested, is incorporated by reference into this Order and made a part hereof. If Respondents do not divest the Assets to Be Divested to Thomson Reuters within fifteen (15) Days after the Effective Date, the Commission may appoint a Divestiture Trustee to divest the Assets to Be Divested;

provided, however, that if Respondents have divested the Assets to Be Divested to Thomson Reuters after the Commission has accepted this Order for public comment but prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that Thomson Reuters is not an acceptable purchaser of the Assets to Be Divested, then Respondents shall immediately rescind the transaction with Thomson Reuters and shall divest the Assets to Be Divested and the Supplemental Assets within six (6) months from the date the Order becomes final, absolutely and in good faith, at no minimum price, to a Commission-approved Acquirer and only in a manner that receives the prior approval of the Commission;

provided further that if the Respondents have divested the Assets to Be Divested to Thomson Reuters after the

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Commission has accepted this Order for public comment but prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies the Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct the Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Assets to Be Divested to Thomson Reuters (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

- B. Respondents shall comply with all terms of the Remedial Agreement which shall be incorporated by reference and made a part of this Order. Failure by Respondents to perform under or comply with the Remedial Agreement shall also constitute a violation of this Order. Notwithstanding any paragraph, section, or other provision of the Remedial Agreement, Respondents shall not, without the prior approval of the Commission, modify any term of the Remedial Agreement or fail to satisfy each condition to the Commission-approved Acquirer's obligation to acquire the Assets to Be Divested, and, if Thomson Reuters is not the Commission-approved Acquirer, the Supplemental Assets (in each case whether or not waived). The terms of the Remedial Agreement shall not be construed to vary from or contradict the terms of this Order.
- C. Respondents shall:
1. submit to the Commission-approved Acquirer, at Respondents' expense, all Confidential Business Information;
 2. deliver such Confidential Business Information as follows: (1) in good faith; (2) as soon as practicable, avoiding any delays in transmission of the respective

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information; and (3) in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;

3. pending complete delivery of all such Confidential Business Information to the Commission-approved Acquirer, provide the Commission-approved Acquirer and the Interim Monitor (if any has been appointed) with access to all such Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files related to the Assets to Be Divested and, if the Commission-approved Acquirer is not Thomson Reuters, the Supplemental Assets that contain such Confidential Business Information and facilitating the delivery in a manner consistent with this Order;
4. not use, directly or indirectly, any such Confidential Business Information, other than as necessary to comply with the following: (1) the requirements of this Order; (2) the Respondents' obligations to the Commission-approved Acquirer under the terms of any Remedial Agreement related to the Assets to Be Divested and, if Thomson Reuters is not the Commission-approved Acquirer, the Supplemental Assets; or (3) applicable Law; *provided, however*, that Respondents may use Confidential Business Information which does not relate solely to the AutoTrackXP Assets in the Field during the Trademark Term;
5. not disclose or convey any such Confidential Business Information, directly or indirectly, to any person except the Commission-approved Acquirer; and
6. provide written notification of the restrictions on the use of the Confidential Business Information to all Respondents' employees who are involved in the development, distribution, sale, or marketing of the

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Assets to Be Divested and the Supplemental Assets or who may have Confidential Business Information [“Designated Employees”]; and Respondents shall require each Designated Employee to execute an acknowledgment of his or her obligation regarding the Confidential Business Information. Respondents shall provide a copy of such notification to the Commission-approved Acquirer. Respondents shall maintain complete records at the its principal place of business regarding the provision of notification to Designated Employees and shall provide an officer’s certification to the Commission stating that such notification program has been implemented and is being complied with. Respondents shall provide the Commission-approved Acquirer with copies of all certifications, notifications and reminders sent to Designated Employees.

- D. If the Commission-approved Acquirer is not Thomson Reuters:
1. for a period of up to two (2) years from the Closing Date, upon reasonable notice and request by the Commission-approved Acquirer, Respondents shall make available to the Commission-approved Acquirer, at no greater than Direct Cost, such personnel, technical support, assistance, and training to enable the Commission-approved Acquirer to implement the Assets to Be Divested and the Supplemental Assets; and
 2. no later than ten (10) days before the Closing Date and for a period of two (2) years from the date the Order becomes final use commercially reasonable efforts (1) to license to the Commission-approved Acquirer the AutoTrackXP Data and the CLEAR Data that the Respondents own or control; (2) to obtain consents from the vendor or supplier parties to each of the contracts for the AutoTrackXP Data and the CLEAR Data for the supply by the Respondents of the data, content, source

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documents, and other information (“Data”) covered by such contracts for use in the provision of Public Records Services in the Field and any redistribution rights to the contributed content to the maximum extent allowable under each such Data contract with Respondents; and (3) in assisting the Commission-approved Acquirer in reaching agreements directly with the vendors or suppliers party to each of the contracts for AutoTrackXP Data and CLEAR Data as promptly as possible, including waiving any exclusivity provisions with such third party, as needed.

3. Respondents shall:
 - a. no later than ten (10) days before the Closing Date; (1) provide to the Commission-approved Acquirer a list of all Employees; (2) allow the Commission-approved Acquirer an opportunity to interview any Employee; and (3) allow the Commission-approved Acquirer to inspect the personnel files and other documentation relating to such Employees, to the extent permissible under applicable laws;
 - b. (1) not offer any incentive to any Employee to decline providing employee services to the Commission-approved Acquirer; (2) remove any contractual impediments with Respondents, that may deter any Employee from providing employee services to the Commission-approved Acquirer, including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with Respondents that would affect the ability of the Employees to provide employee services to the Commission-approved Acquirer; and (3) not interfere with any Employee providing employee services to the Commission-approved Acquirer; and

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- c. for a period of one (1) year from the date this Order becomes final, not, directly or indirectly, enter into any arrangement for the services of any Employee providing employee services to the Commission-approved Acquirer, unless the services of such Employee have been terminated by the Commission-approved Acquirer without that Employee's consent.
- E. Pending divestiture of the Assets to Be Divested and the Supplemental Assets, Respondents shall take such actions as are necessary to maintain the viability, marketability, and competitiveness of the Assets to Be Divested and the Supplemental Assets, and to prevent the destruction, removal, deterioration, or impairment of any of the Assets to Be Divested or any of the Supplemental Assets.
- F. The purpose of the divestiture of the Assets to Be Divested and, if Thomson Reuters is not the Commission-approved Acquirer, the Supplemental Assets is to ensure the continued use of the assets in the same business in which the Assets to Be Divested and the Supplemental Assets were engaged at the time of the announcement of the proposed Acquisition by Respondents and to remedy the lessening of competition alleged in the Commission's complaint.

III.**IT IS FURTHER ORDERED** that:

- A. At any time after Respondents sign the Consent Agreement in this matter, the Commission may appoint one or more Interim Monitors to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order and the Remedial Agreement.
- B. The Commission shall select the Interim Monitor, subject to the consent of Respondents, which consent shall not be

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unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of a proposed Interim Monitor within ten (10) Days after notice by the staff of the Commission to Respondents of the identity of any proposed Interim Monitor, Respondents shall be deemed to have consented to the selection of the proposed Interim Monitor.

- C. Not later than ten (10) Days after the appointment of the Interim Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Interim Monitor all the rights and powers necessary to permit the Interim Monitor to monitor Respondents' compliance with the relevant requirements of the Order in a manner consistent with the purpose of the Order.
- D. If one or more Interim Monitors are appointed pursuant to this Paragraph, Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of each Interim Monitor:
 - 1. The Interim Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and asset maintenance obligations and related requirements of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Interim Monitor in a manner consistent with the purposes of the Order, and in consultation with the Commission, including, recommending that the Commission direct the Respondents to effect such modifications to the manner of divestiture of the Assets to Be Divested to Thomson Reuters (including, but not limited to, entering into additional agreements or arrangements) as are necessary to satisfy the requirements of this Order;

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2. The Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission;
3. The Interim Monitor shall serve until the completion by Respondents of the divestiture of the Assets to Be Divested, and, if Thomson Reuters is not the Commission-approved Acquirer, the Supplemental Assets pursuant to the Decision and Order in a manner that fully satisfies the requirements of the Order and notification by the Commission-approved Acquirer to the Interim Monitor that it is fully capable of implementing and marketing the Assets to Be Divested and, if Thomson Reuters is not the Commission-approved Acquirer, the Supplemental Assets independently of Respondents. As necessary or appropriate, the Commission may extend or modify this period to accomplish the purposes of the Order;
4. Subject to any demonstrated legally recognized privilege, the Interim Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondents' compliance with their obligations under the Order, including, but not limited to, their obligations related to the relevant assets. Respondents shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondents' compliance with the Order;
5. The Interim Monitor shall serve, without bond or other security, at the expense of Respondents on such reasonable and customary terms and conditions as the Commission may set. The Interim Monitor shall have authority to employ, at the expense of the Respondents, such consultants, accountants, attorneys and other

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representatives and assistants as are reasonably necessary to carry out the Interim Monitor's duties and responsibilities;

6. Respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim Monitor'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 gross negligence, willful or wanton acts, or bad faith by the Interim Monitor;
7. Respondents shall report to the Interim Monitor in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by Respondents, and any reports submitted by the Commission-approved Acquirer with respect to the performance of Respondents' obligations under the Order or the Remedial Agreement. Within one (1) month from the date the Interim Monitor receives these reports, the Interim Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under the Orders; and
8. Respondents may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *provided, however,* that such agreement shall not restrict the Interim Monitor from providing any information to the Commission.

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- E. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Interim Monitor's duties.
- F. If the Commission determines that the Interim Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Interim Monitor in the same manner as provided in this Paragraph.
- G. The Commission may on its own initiative, or at the request of the Interim Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.
- H. The Interim Monitor appointed pursuant to this Order may be the same person appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order.

IV.**IT IS FURTHER ORDERED** that:

- A. If Respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver or otherwise convey relevant assets as required by this Order, the Commission may appoint a Divestiture Trustee(s) to assign, grant, license, divest, transfer, deliver or otherwise convey the assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed pursuant to each of the relevant Paragraphs in a manner that satisfies the requirements of each such Paragraph. In the event that the Commission or the Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the

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Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade Commission Act or any other statute enforced by the Commission, for any failure by Respondents to comply with this Order.

- B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) Days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- C. Not later than ten (10) Days after the appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestiture required by the Order.
- D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

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1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed.
2. The Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve-month period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission, or, in the case of a court-appointed Divestiture Trustee, by the court; *provided, however*, the Commission may extend the divestiture period only two (2) times.
3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

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4. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in the contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an acquirer as required by this Order; *provided, however*, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondents from among those approved by the Commission; *provided further* that Respondents shall select such entity within five (5) Days after receiving notification of the Commission's approval.

5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent

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on the divestiture of all of the relevant assets that are required to be divested by this Order.

6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation 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 gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.
7. In the event that the Divestiture Trustee determines that he or she is unable to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed in a manner that preserves their marketability, viability and competitiveness and ensures their continued use in the development, distribution, marketing, promotion, sale, or after-sales support of Public Records Services provided to customers in the Field, the Divestiture Trustee may assign, grant, license, divest, transfer, deliver or otherwise convey such additional assets of Respondents and effect such arrangements as are necessary to satisfy the requirements of this Order.
8. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed by this Order.
9. The Divestiture Trustee shall report in writing to Respondents and to the Commission every sixty (60)

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Days concerning the Divestiture Trustee's efforts to accomplish the divestiture.

10. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.
- E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph.
- F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.
- G. The Divestiture Trustee appointed pursuant to this Paragraph may be the same person appointed as Interim Monitor pursuant to the relevant provisions of this Order.

V.**IT IS FURTHER ORDERED** that:

- A. Within five (5) Days of the Acquisition, Respondents shall submit to the Commission a letter certifying the date on which the Acquisition occurred.
- B. Within thirty (30) Days after the date this Order becomes final, and every sixty (60) Days thereafter until Respondents have fully complied with Paragraph II of this Order, Respondents shall submit to the Commission a verified

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written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order. Respondents shall submit at the same time a copy of their report concerning compliance with this Order to the Interim Monitor, if any Interim Monitor has been appointed. Respondents shall include in their reports, among other things that are required from time to time, a full description of the efforts being made to comply with Paragraph II, including a description of all substantive contacts or negotiations related to the divestiture of the relevant assets and the identity of all parties contacted. Respondents shall include in their reports copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning completing the obligations.

- C. One (1) year after the date this Order becomes final, annually for the next nine (9) years on the anniversary of the date this Order becomes final, and at other times as the Commission may require, Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which they have complied and are complying with this Order.

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VI.

IT IS FURTHER ORDERED that Respondents shall provide a copy of this Order to each of Respondent's officers, employees, or agents having managerial responsibility for any of Respondent's obligations under Paragraphs II through V of this Order, no later than ten days from the date this Order becomes final.

VII.

IT IS FURTHER ORDERED that each Respondent shall notify the Commission:

- A. of any change in its principal address within twenty (20) days of such change in address; and
- B. at least thirty (30) days prior to any proposed: (1) dissolution of Respondent; (2) acquisition, merger, or consolidation of Respondent; or (3) any other change in Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

VIII.

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 and upon five (5) days' notice to a Respondent, that Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

1. access, during office hours of Respondent, and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession, or under the control, of Respondent relating

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to compliance with this Order, which copying services shall be provided by Respondent at its expense; and

2. to interview officers, directors, or employees of Respondent, who may have counsel present, regarding such matters.

IX.

IT IS FURTHER ORDERED that this Order shall terminate on June 1, 2019.

By the Commission.

CONFIDENTIAL APPENDIX I**PURCHASE AGREEMENT**

[Redacted From the Public Record But Incorporated By Reference]

CONFIDENTIAL APPENDIX II**EMPLOYEES**

[Redacted From the Public Record But Incorporated By Reference]

Analysis to Aid Public Comment

ANALYSIS OF CONSENT ORDER TO AID PUBLIC COMMENT**I. Introduction**

The Federal Trade Commission (“Commission”) has accepted, subject to final approval, an Agreement Containing Consent Orders (“Consent Agreement”) from Reed Elsevier NV, Reed Elsevier PLC, Reed Elsevier Group plc, and Reed Elsevier Inc. (collectively “Reed Elsevier”), and ChoicePoint Inc., ChoicePoint Services Inc., and ChoicePoint Government Services LLC (collectively “ChoicePoint”). The purpose of the proposed Consent Agreement is to remedy the anticompetitive effects that would otherwise result from Reed Elsevier’s proposed acquisition of ChoicePoint in the U.S. market for electronic public records services to law enforcement customers. Under the terms of the proposed Consent Agreement, Reed Elsevier and ChoicePoint are required to divest assets related to ChoicePoint’s AutoTrackXP and Consolidated Lead Evaluation and Reporting (“CLEAR”) electronic public records services.

The proposed Consent Agreement has been placed on the public record for thirty days to solicit comments from interested persons. Comments received during this period will become part of the public record. After thirty days, the Commission will again review the proposed Consent Agreement and the comments received, and will decide whether it should withdraw from the proposed Consent Agreement, modify it, or make it final.

Pursuant to an Agreement and Plan of Merger dated February 20, 2008, Reed Elsevier has agreed to acquire ChoicePoint for approximately \$4.1 billion (“Proposed Acquisition”). The Commission’s complaint alleges that the Proposed Acquisition, if consummated, would violate 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, by lessening competition in the market for electronic public record services sold to law enforcement customers in the United States. The proposed

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Consent Agreement would remedy the alleged violations by replacing the competition that would be lost in this market as a result of the Proposed Acquisition.

II. The Parties

Reed Elsevier is a worldwide, leading information services provider and publisher with headquarters in London, Amsterdam, and New York. Reed Elsevier's LexisNexis division provides information and risk management products and services to financial, business, law enforcement, and government customers. LexisNexis's Risk and Information Analytics Group ("RIAG") provides public records services and risk management and information analytics applications designed to assist customers in managing risk through fraud detection and prevention, identity authentication and verification, and background screening. Reed Elsevier reported revenues of , 4.6 billion (\$9.3 billion) for 2007.

ChoicePoint, headquartered in Alpharetta, Georgia, is a leading provider of a variety of services used by customers to manage economic risk. ChoicePoint has four primary service groups: Insurance Services, Screening and Authentication Services, Business Services, and Marketing Services. For 2007, ChoicePoint reported revenues of \$982 million.

III. Electronic Public Records Services to Law Enforcement Customers

Electronic public records encompasses a wide array of public and non-public records about individuals and businesses, including credit header data, criminal records, motor vehicle records, property records, and employment records. Electronic public records service providers such as LexisNexis and ChoicePoint compile these records, either by going directly to the source or by purchasing these records from third parties, and present them to end users via an online, web-based interface.

Analysis to Aid Public Comment

Law enforcement customers utilize electronic public records services as an investigatory tool in complex criminal investigations, such as combating terrorism, locating fugitives, and detecting illegal drug transactions. Unlike other consumers of electronic public records services, such as collections agencies who use these services for simple and discrete tasks such as locating an individual, law enforcement customers use electronic public records services to uncover previously unknown information and to generate leads in their investigations. Law enforcement customers, therefore, only work with electronic public records services providers with the most comprehensive, up-to-date, and accurate records available, as deficiencies in the underlying database could cost them a critical lead in an investigation. In addition to demanding the most complete database of electronic public records, law enforcement customers require that the provider have sophisticated search algorithms, sometimes called analytics, that identify and display non-obvious relationships between records.

The relevant geographic market in which to assess the impact of the Proposed Acquisition is the United States. Market participants indicate that successful participation in this market requires an established U.S. sales and support presence. As a practical matter, there are no firms serving non-U.S. customers that a law enforcement customer located in the United States could turn to as an alternative.

The market for electronic public records services to law enforcement customers is highly concentrated, with LexisNexis, primarily through its Accurint for Law Enforcement service, and ChoicePoint, with its AutoTrackXP service, accounting for over 80 percent of this approximately \$60 million market. The Proposed Acquisition would significantly increase market concentration and eliminate substantial competition between the only two significant suppliers of electronic public records services to law enforcement customers in the United States.

The anticompetitive implications of such a dramatic increase in concentration are buttressed by evidence of intense head-to-head

Analysis to Aid Public Comment

competition that would be lost with the Proposed Acquisition. Law enforcement customers have benefitted from the rivalry between LexisNexis and ChoicePoint in the form of lower prices, improved products, and better service and support. In addition, this fierce competition prompted ChoicePoint to introduce CLEAR -- a new and advanced electronic public records service -- designed specifically for law enforcement customers. Left unremedied, the Proposed Acquisition likely would cause anticompetitive harm by enabling LexisNexis to profit by unilaterally raising the prices of electronic public records services to law enforcement customers, as well as reducing its incentives to innovate and develop new services.

New entry or fringe expansion into the market for the sale of electronic public records services to law enforcement customers sufficient to deter or counteract the competitive effects of the proposed transaction is unlikely to occur within two years. Firms existing in the market would need to improve their software and underlying analytics substantially, increase the breadth and depth of their public records data, and overcome the resistance of many law enforcement customers to switch to a product that lacks the track record of effectively serving the needs of the law enforcement community in order to seriously contend for the customers that currently work with LexisNexis or ChoicePoint. As a result, new entry or fringe expansion sufficient to achieve a significant market impact within two years is unlikely.

IV. The Consent Agreement

The proposed Consent Agreement effectively remedies the Proposed Acquisition's likely anticompetitive effects in the market for electronic public records services to law enforcement customers. The proposed Consent Agreement preserves competition by requiring the divestiture of assets related to ChoicePoint's AutoTrackXP and CLEAR electronic public records services to Thomson Reuters Legal Inc. ("West") within fifteen (15) days after the Proposed Acquisition is consummated.

Analysis to Aid Public Comment

The Commission is satisfied that West is a well-qualified acquirer of the AutoTrackXP and CLEAR assets. West has the resources, capabilities, experience, and reputation to ensure that it will be an effective competitor in the market for electronic public records services to law enforcement customers. West, headquartered in Eagan, Minnesota, is a subsidiary of Thomson Reuters, one of the world's leading information service providers to the legal and business community. West already has a large and experienced sales force with existing relationships with many law enforcement agencies which use West's legal research services. With the divested assets, West will be particularly well-situated to replicate ChoicePoint's success and compete against the combined firm immediately after the Proposed Acquisition.

The proposed Consent Agreement contains several provisions designed to ensure that the divestiture of the AutoTrackXP and CLEAR assets to West is successful. First, the proposed Consent Agreement requires Reed Elsevier to provide various transitional services such as customer service, billing support, and database and network maintenance for up to two years to enable West to compete against Reed Elsevier immediately following the divestiture. Second, the proposed Consent Agreement ensures that Reed Elsevier will maintain the viability and marketability of the AutoTrackXP and CLEAR assets prior to the divestiture. Finally, the proposed Consent Agreement allows the Commission to appoint an Interim Monitor to ensure that Reed Elsevier fulfills all of its obligations related to the divestiture of the assets.

In order to ensure that the Commission remains informed about the status of the AutoTrackXP and CLEAR assets pending divestiture, and about the efforts being made to accomplish the divestiture, the proposed Consent Agreement requires Reed Elsevier to file periodic reports with the Commission until the divestiture is accomplished.

The purpose of this analysis is to facilitate public comment on the proposed Consent Agreement, and it is not intended to constitute

Analysis to Aid Public Comment

an official interpretation of the proposed Consent Agreement or to modify its terms in any way.

Complaint

IN THE MATTER OF

JAMES B. NUTTER & COMPANYCONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT AND THE
GRAMM-LEACH-BLILEY ACT SAFEGUARDS RULE*Docket No. C-4258; File No. 072 3108**Complaint, June 12, 2009 – Decision, June 12, 2009*

This consent order addresses James B. Nutter & Company's ("JBN") failure to provide reasonable and appropriate security for sensitive information obtained from or about its consumers when making and servicing mortgage loans throughout the United States. According to the complaint JBN failed to: (1) develop, implement, and maintain a comprehensive written information security program; (2) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information; (3) design and implement information safeguards to control the risks to customer information and regularly test and monitor them; (4) investigate, evaluate, and adjust the information security program in light of known or identified risks; and (5) oversee service providers and require them by contract to implement safeguards to protect respondent's customer information. Additionally, disseminated privacy notices that did not comply with the GLB Privacy Rule. The order requires JBN to establish and maintain a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of sensitive consumer information (whether in paper or electronic format) and prohibits JBN from violating any provision of the GLB Safeguards Rule and Privacy Rule.

Participants

For the *Commission*: *Loretta H. Garrison and Alain Sheer.*

For the *Respondent*: *Jonathan Rosen, Shook, Hardy & Bacon, L.L.P.*

COMPLAINT

The Federal Trade Commission ("Commission"), having reason to believe that James B. Nutter & Company has violated the provisions of the Commission's Standards for Safeguarding

Complaint

Customer Information Rule (“Safeguards Rule”), 16 C.F.R. Part 314, issued pursuant to Title V, Subtitle A of the Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6801-6809, and the Commission’s Privacy of Customer Financial Information Rule (“Privacy Rule”), 16 C.F.R. Part 313, issued pursuant to the GLB Act; and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent James B. Nutter & Company is a privately-held Missouri company with its principal office or place of business at 4153 Broadway, Kansas City, Missouri 64111.

2. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act (“FTC Act”).

3. Respondent makes and services single-family residential mortgage loans throughout the United States.

4. Respondent routinely collects sensitive personal information from or about consumers. The information includes, among other things: name; street and email addresses; telephone number; Social Security number; driver’s license number; date of birth; bank and credit card account numbers; mortgage information; and income, debt, employment, and credit histories (collectively, “personal information”).

5. Respondent operates a computer network in conducting its lending business. Among other things, it uses the network to: (1) obtain personal information from consumers (through www.jamesbnutter.com) and others, such as credit reporting agencies; (2) maintain and store personal information; (3) prepare paper documents that contain personal information, such as loan applications; (4) approve and decline loan applications; (5) store electronic copies of closing documents for approved loans; (6) service loans and maintain loan servicing histories; and (7) prepare back-up tapes that contain the personal information of borrowers.

Complaint

Further, respondent uses the network to provide email service and internet access.

6. Since at least September 1, 2004 until at least November 2008, respondent engaged in a number of practices that, taken together, failed to provide reasonable and appropriate security for personal information. In particular, respondent:

a. did not develop, implement, and maintain a comprehensive written information security program;

b. did not implement reasonable policies and procedures in areas such as employee training in safeguarding personal information;

c. stored personal information in clear readable text on its computer network, creating an unnecessary risk to the information;

d. did not employ sufficient measures to prevent or detect unauthorized access to personal information on its computer network or to conduct security investigations, such as monitoring and controlling connections between the network and the internet or regularly reviewing activity on the network;

e. did not assess risks to the personal information it collected and stored on its computer network and in paper files; and

f. provided back-up tapes containing personal information in clear readable text to a third-party service provider but did not require the service provider by contract to protect the security and confidentiality of the information.

As a result, an intruder was able to direct respondent's computer network to send millions of outgoing spam emails without its knowledge, and could have accessed personal information without authorization.

Complaint

7. Respondent began providing privacy notices to customers in 2004. The notices it provided: (1) did not set out respondent's security practices; (2) did not accurately inform customers that respondent disclosed customer information to third parties, such as credit reporting agencies; and (3) informed customers that they had 30 days in which to exercise their opt-out rights, even though the Privacy Rule provides that they can opt out at any time during the course of their loans.

VIOLATIONS OF THE SAFEGUARDS RULE

8. The Safeguards Rule, which implements Section 501(b) of the GLB Act, 15 U.S.C. § 6801(b), was promulgated by the Commission on May 23, 2002, and became effective on May 23, 2003. The Rule requires financial institutions to protect the security, confidentiality, and integrity of customer information by developing a comprehensive written information security program that contains reasonable administrative, technical, and physical safeguards, including: (1) designating one or more employees to coordinate the information security program; (2) identifying reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information, and assessing the sufficiency of any safeguards in place to control those risks; (3) designing and implementing information safeguards to control the risks identified through risk assessment, and regularly testing or otherwise monitoring the effectiveness of the safeguards' key controls, systems, and procedures; (4) overseeing service providers, and requiring them by contract to protect the security and confidentiality of customer information; and (5) evaluating and adjusting the information security program in light of the results of testing and monitoring, changes to the business operation, and other relevant circumstances.

9. Respondent is a "financial institution," as that term is defined in Section 509(3)(A) of the GLB Act.

Complaint

10. As set forth in Paragraph 6, respondent failed to implement reasonable security policies and procedures, and thereby engaged in violations of the Safeguards Rule, by, among other things:

- a. failing to develop, implement, and maintain a comprehensive written information security program;
- b. failing to identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of personal information;
- c. failing to design and implement safeguards to control the risks to personal information and failing to regularly test and monitor them;
- d. failing to investigate, evaluate, and adjust the information security program in light of known or identified risks; and
- e. failing to oversee service providers and to require them by contract to implement safeguards to protect personal information.

VIOLATIONS OF THE PRIVACY RULE

11. The Privacy Rule, which implements Sections 501-509 of the GLB Act, 15 U.S.C. §§ 6801-6809, was promulgated by the Commission on May 24, 2000, and became effective on July 1, 2001. The Rule requires financial institutions to provide customers, no later than when a customer relationship arises and annually for the duration of that relationship, a notice that, among other things, sets out the institution's security practices, accurately describes its disclosures of customer information to third parties, and accurately informs customers of their opt-out rights. 16 C.F.R. Part 313.

12. As set forth in Paragraph 7, respondent violated the Privacy Rule by failing to provide privacy notices for several years after the Rule became effective, and thereafter by providing notices that failed to set out respondent's security practices; did not accurately

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describe to customers that customer information would be disclosed to third parties, such as credit reporting agencies; and informed customers that they had 30 days in which to exercise their opt-out rights even though the Rule provides that they can opt out at any time during the course of their loans.

13. Pursuant to the GLB Act, violations of the Safeguards Rule and the Privacy Rule are enforced through the FTC Act.

THEREFORE, the Federal Trade Commission this twelfth day of June, 2009, has issued this complaint against respondent James B. Nutter & Company.

By the Commission.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the Respondent named in the caption hereof, and the Respondent having been furnished thereafter with a copy of a draft Complaint that the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge the Respondent with violation of the Federal Trade Commission Act, 15 U.S.C. § 45 *et seq*;

The Respondent, its attorney, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order (“Consent Agreement”), an admission by the Respondent of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in such

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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 has reason to believe that the Respondent has violated the said Act, and that a Complaint should issue stating its charges in that respect, and having thereupon accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure described in Section 2.34 of its Rules, the Commission hereby issues its Complaint, makes the following jurisdictional findings and enters the following Order:

1. Respondent James B. Nutter & Company is a Missouri corporation with its principal office or place of business at 4153 Broadway, Kansas City, Missouri 64111.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondent, and the proceeding is in the public interest.

ORDER**DEFINITIONS**

For purposes of this order, the following definitions shall apply:

1. "Personal information" shall mean individually identifiable information from or about an individual consumer including, but not limited to: (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name; (d) a telephone number; (e) a Social Security number; (f) a driver's license number; (g) a bank, loan, mortgage, credit card, or debit card account number; (h) a persistent identifier, such as a customer number held in a

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“cookie” or processor serial number, that is combined with other available data that identifies an individual consumer; or (i) any information that is combined with any of (a) through (h) above.

2. Unless otherwise specified, “respondent” shall mean James B. Nutter & Company and its subsidiaries, divisions, and affiliates, and successors and assigns.
3. All other terms are synonymous in meaning and equal in scope to the usage of such terms in the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 *et seq.*, or as may hereafter be amended.
4. “Commerce” shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

I.

IT IS ORDERED that respondent, and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product or service, in or affecting commerce, shall, no later than the date of service of this order, establish and implement, and thereafter maintain, a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of personal information collected from or about consumers.

Such program, the content and implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards appropriate to the size and complexity of respondent’s operations, the nature and scope of respondent’s activities, and the sensitivity of the personal information collected from or about consumers, including:

- A. the designation of an employee or employees to coordinate and be accountable for the information security program;

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- B. the identification of material internal and external risks to the security, confidentiality, and integrity of personal information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information, and assessment of the sufficiency of any safeguards in place to control these risks. At a minimum, this risk assessment should include consideration of risks in each area of relevant operation, including, but not limited to: (1) employee training and management; (2) information systems, including network and software design, information processing, storage, transmission, and disposal; and (3) prevention, detection, and response to attacks, intrusions, or other systems failures;
- C. the design and implementation of reasonable safeguards to control the risks identified through risk assessment and regular testing or monitoring of the effectiveness of the safeguards' key controls, systems, and procedures;
- D. the development and use of reasonable steps to select and retain service providers capable of appropriately safeguarding personal information they receive from respondent, and requiring service providers by contract to implement and maintain appropriate safeguards; and
- E. the evaluation and adjustment of respondent's information security program in light of the results of the testing and monitoring required by sub-Part C, any material changes to respondent's operations or business arrangements, or any other circumstances that respondent knows or has reason to know may have a material impact on the effectiveness of respondent's information security program.

Decision and Order

II.

IT IS FURTHER ORDERED that respondent, and its officers, agents, representatives, and employees, shall not, directly or through any corporation, subsidiary, division, or other device, violate any provision of:

- A. the Standards for Safeguarding Customer Information Rule, 16 C.F.R. Part 314; or
- B. the Privacy of Customer Financial Information Rule, 16 C.F.R. Part 313.

In the event that either of these Rules is hereafter amended or modified, compliance with that Rule as so amended or modified shall not be a violation of this order.

III.

IT IS FURTHER ORDERED that, in connection with its compliance with Parts I and IIA of this order, respondent, and its officers, agents, representatives, and employees, shall obtain initial and biennial assessments and reports (“Assessments”) from a qualified, objective, independent third-party professional, who uses procedures and standards generally accepted in the profession. The reporting period for the Assessments shall cover: (1) the first one hundred and eighty (180) days after service of the order for the initial Assessment, and (2) each two (2) year period thereafter for ten (10) years after service of the order for the biennial Assessments. Each Assessment shall:

- A. set forth the specific administrative, technical, and physical safeguards that respondent has implemented and maintained during the reporting period;
- B. explain how such safeguards are appropriate to the size and complexity of respondent’s operations, the nature and scope

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of respondent's activities, and the sensitivity of the personal information collected from or about consumers;

- C. explain how the safeguards that have been implemented meet or exceed the protections required by Parts I and IIA of this order; and
- D. certify that respondent's security program is operating with sufficient effectiveness to provide reasonable assurance that the security, confidentiality, and integrity of personal information is protected and has so operated throughout the reporting period.

Each Assessment shall be prepared and completed within sixty (60) days after the end of the reporting period to which the Assessment applies by a person qualified as a Certified Information System Security Professional (CISSP) or as a Certified Information Systems Auditor (CISA); a person holding Global Information Assurance Certification (GIAC) from the SysAdmin, Audit, Network, Security (SANS) Institute; or a similarly qualified person or organization approved by the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

Respondent shall provide the initial Assessment to the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580, within ten (10) days after the Assessment has been prepared. All subsequent biennial Assessments shall be retained by respondent until the order is terminated and provided to the Associate Director for Enforcement within ten (10) days of request.

IV.

IT IS FURTHER ORDERED that respondent shall maintain, and upon request, make available to the Federal Trade Commission for inspection and copying:

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- A. for a period of five (5) years, a print or electronic copy of each document relating to compliance, including but not limited to documents, prepared by or on behalf of respondent that contradict, qualify, or call into question respondent's compliance with this order; and
- B. for a period of three (3) years after the date of preparation of each Assessment required under Part III of this order, all materials relied upon to prepare the Assessment, whether prepared by or on behalf of respondent, including but not limited to all plans, reports, studies, reviews, audits, audit trails, policies, training materials, and assessments, and any other materials relating to respondent's compliance with Parts I and IIA of this order, for the compliance period covered by such Assessment.

V.

IT IS FURTHER ORDERED that respondent shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities relating to the subject matter of this order. Respondent shall deliver this order to such current personnel within thirty (30) days after service of this order, and to such future personnel within thirty (30) days after the person assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that respondent shall notify the Commission at least thirty (30) days prior to any change in the company that may affect compliance obligations arising under this order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the company name or address. *Provided, however,* that, with

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respect to any proposed change in the company about which respondent learns less than thirty (30) days prior to the date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

VII.

IT IS FURTHER ORDERED that respondent shall, within sixty (60) days after service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order.

VIII.

This order will terminate on June 12, 2029, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. any Part in this order that terminates in less than twenty (20) years;
- B. this order's application to any respondent that is not named as a defendant in such complaint; and
- C. this order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though

Analysis to Aid Public Comment

the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

**ANALYSIS OF CONSENT ORDER TO AID PUBLIC
COMMENT**

The Federal Trade Commission has accepted, subject to final approval, a consent agreement from James B. Nutter & Company (“JBN”).

The proposed consent order has been placed on the public record for thirty (30) days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the Commission will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement and take appropriate action or make final the agreement’s proposed order.

The Commission’s proposed complaint alleges that JBN is in the business of making and servicing mortgage loans throughout the United states. In doing so, JBN routinely obtains information from or about its customers, including, but not limited to, name; address; Social Security number; financial information; employment history; credit scores; and information contained in credit reports.

The complaint further alleges that JBN engaged in a number of practices that, taken together, failed to provide reasonable and appropriate security for sensitive information from consumers and employees, in violation of the Gramm-Leach-Bliley (“GLB”) Act

Analysis to Aid Public Comment

Safeguards Rule. In particular, JBN: (1) did not develop, implement, and maintain a comprehensive written information security program; (2) did not implement reasonable policies and procedures in areas such as employee training; (3) stored personal information in clear text on its computer network; (4) did not employ sufficient measures to prevent or detect unauthorized access to personal information on its computer network or to conduct security investigations; (5) did not assess risks to personal information it collected and stored on its computer network and in paper files; and (6) provided back-up tapes containing personal information in clear text to a third party service provider but did not require the service provider by contract to protect the security and confidentiality of the information.

According to the complaint, JBN's practices violated the Safeguards Rule by, among other things, failing to: (1) develop, implement, and maintain a comprehensive written information security program; (2) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information; (3) design and implement information safeguards to control the risks to customer information and regularly test and monitor them; (4) investigate, evaluate, and adjust the information security program in light of known or identified risks; and (5) oversee service providers and require them by contract to implement safeguards to protect respondent's customer information.

In addition, the proposed complaint alleges that JBN disseminated privacy notices that did not comply with the GLB Privacy Rule. In particular: (1) JBN began providing notices in 2004 even though under the Rule notices were to be provided starting on July 1, 2001; and (2) the notices it provided did not: set out its security practices; accurately describe that customer information would be disclosed to third parties; or accurately inform customers that they could exercise their opt-out rights at any time during the course of their loans.

The proposed order applies to personal information from or about consumers that JBN collects in connection with its lending

Analysis to Aid Public Comment

business. The proposed order contains provisions designed to prevent the company from engaging in the future in practices similar to those alleged in the complaint.

Part I of the proposed order requires JBN to establish and maintain a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of such information (whether in paper or electronic format) from or about consumers. The security program must contain administrative, technical, and physical safeguards appropriate to JBN's size and complexity, the nature and scope of its activities, and the sensitivity of the information collected from or about consumers and employees. Specifically, the order requires JBN to:

- Designate an employee or employees to coordinate and be accountable for the information security program.
- Identify material internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks.
- Design and implement reasonable safeguards to control the risks identified through risk assessment, and regularly test or monitor the effectiveness of the safeguards' key controls, systems, and procedures.
- Develop and use reasonable steps to select and retain service providers capable of appropriately safeguarding personal information they receive from JBN and require service providers by contract to implement and maintain appropriate safeguards.
- Evaluate and adjust its information security programs in light of the results of testing and monitoring, any material changes to operations or business arrangements, or any other

Analysis to Aid Public Comment

circumstances that it knows or has reason to know may have material impact on its information security program.

Part II of the order prohibits JBN from violating any provision of the GLB Safeguards Rule and Privacy Rule.

Part III of the proposed order requires JBN to obtain within one year, and on a biennial basis thereafter for a period of ten (10) years, an assessment and report from a qualified, objective, independent third-party professional, certifying, among other things, that: (1) it has in place a security program that provides protections that meet or exceed the protections required by Part I of the proposed order; and (2) its security program is operating with sufficient effectiveness to provide reasonable assurance that the security, confidentiality, and integrity of sensitive consumer and employee information has been protected.

Parts IV through VIII of the proposed order are reporting and compliance provisions. Part IV requires JBN to retain documents relating to its compliance with the order. For most records, the order requires that the documents be retained for a five-year period. For the third-party assessments and supporting documents, JBN must retain the documents for a period of three years after the date that each assessment is prepared. Part V requires dissemination of the order now and in the future to persons with responsibilities relating to the subject matter of the order. Part VI ensures notification to the FTC of changes in company status. Part VII mandates that JBN submit a compliance report to the FTC within 60 days, and periodically thereafter as requested. Part VIII is a provision “sunsetting” the order after twenty (20) years, with certain exceptions.

Analysis to Aid Public Comment

The purpose of this analysis is to facilitate public comment on the proposed order. It is not intended to constitute an official interpretation of the proposed order or to modify its terms in any way.

Complaint

IN THE MATTER OF

CVS CAREMARK CORPORATIONCONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

Docket No. C-4259; File No. 072 3119
Complaint, June 18, 2009 – Decision, June 18, 2009

This consent order addresses CVS Caremark Corporation's failure to provide reasonable and appropriate security for sensitive information routinely obtained from consumers and employees. The complaint alleges that CVS failed to: (1) implement policies and procedures to dispose securely of such information, including, but not limited to, policies and procedures to render the information unreadable in the course of disposal; (2) adequately train employees to dispose securely of such information; (3) use reasonable measures to assess compliance with its established policies and procedures for the disposal of such information; or (4) employ a reasonable process for discovering and remedying risks to such information. Additionally, CVS pharmacies discarded materials containing sensitive information in clear readable text in unsecured, publicly-accessible trash dumpsters on numerous occasions. The order prohibits misrepresentations about the security, confidentiality, and integrity of sensitive information and requires CVS to establish and maintain a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of sensitive personal information (whether in paper or electronic format) about consumers, employees, and those seeking to become employees.

Participants

For the *Commission*: *Loretta Garson* and *Alain Sheer*.

For the *Respondent*: *Anthony E. DiResta* and *Mark S. Melodia*,
ReedSmith LLP.

COMPLAINT

The Federal Trade Commission (“Commission”), having reason to believe that CVS Caremark Corporation (“respondent” or “CVS”) has violated the provisions of the Federal Trade Commission Act,

Complaint

and it appearing to the Commission that this proceeding is in the public interest, alleges:

5. Respondent CVS is a Delaware corporation with its principal office or place of business at One CVS Drive, Woonsocket, Rhode Island, 02895. It conducts business through several wholly-owned subsidiaries and limited liability companies, including, but not limited to, CVS Pharmacy, Inc.

6. The acts and practices of respondent as alleged in this complaint are in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

RESPONDENT’S BUSINESS

7. At all relevant times, respondent has been in the business of selling prescription and non-prescription medicines and supplies, as well as other products. It operates, among other things, approximately 6,300 retail pharmacy stores in the United States (collectively, “CVS pharmacies”) and online and mail order pharmacy businesses. Respondent allows consumers buying products in CVS pharmacies to pay for their purchases with credit, debit and electronic benefit transfer cards (collectively, “payment cards”); insurance cards; personal checks; or cash.

8. In conducting its business, respondent routinely obtains information from or about its customers, including, but not limited to, name; telephone number; address; date of birth; bank account number; payment card account number and expiration date; driver’s license number or other government-issued identification; prescription information, such as medication and dosage, prescribing physician name, address, and telephone number, health insurer name, and insurance account number and policy number; and Social Security number (collectively, “personal information”). Respondent also collects sensitive information from or about its employees, including, but not limited to, Social Security number.

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9. Respondent operates computer networks that connect various components of its business, including CVS pharmacies, parts of the online and mail order pharmacy businesses, corporate headquarters, and distribution centers. Among other things, respondent uses the networks to aggregate, store, and transmit personal information; fill orders for prescription medicines and supplies; and process sales, including to obtain authorization for payment card and insurance card transactions.

RESPONDENT'S REPRESENTATIONS

10. Since at least 2003, respondent has disseminated or caused to be disseminated statements and privacy policies, including, but not necessarily limited to, the following statement regarding the privacy and confidentiality of personal information:

CVS/pharmacy wants you to know that nothing is more central to our operations than maintaining the privacy of your health information ("Protected Health Information" or "PHI"). PHI is information about you, including basic information that may identify you and relates to your past, present, or future health or condition and the dispensing of pharmaceutical products to you. We take this responsibility very seriously. (CVS Privacy Policy, attached as Exhibit A.)

RESPONDENT'S SECURITY PRACTICES

11. Respondent has engaged in a number of practices that, taken together, failed to provide reasonable and appropriate security for personal information. Among other things, respondent has failed to: (1) implement policies and procedures to dispose securely of such information, including, but not limited to, policies and procedures to render the information unreadable in the course of disposal; (2) adequately train employees to dispose securely of such information; (3) use reasonable measures to assess compliance with its established policies and procedures for the disposal of such

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information; or (4) employ a reasonable process for discovering and remedying risks to such information.

12. As a result of the failures set forth in Paragraph 7, CVS pharmacies discarded materials containing personal information in clear readable text (such as prescriptions, prescription bottles, pharmacy labels, computer printouts, prescription purchase refunds, credit card receipts, and employee records) in unsecured, publicly-accessible trash dumpsters on numerous occasions. For example, in July 2006 and continuing into 2007, television stations and other media outlets reported finding personal information in unsecured dumpsters used by CVS pharmacies in at least 15 cities throughout the United States. The personal information found in the dumpsters included information about both CVS's customers and its employees. When discarded in publicly-accessible dumpsters, such information can be obtained by individuals for purposes of identity theft or the theft of prescription medicines.

VIOLATIONS OF THE FTC ACT

9. Through the means described in Paragraph 6, respondent represented, expressly or by implication, that it implemented reasonable and appropriate measures to protect personal information against unauthorized access.

10. In truth and in fact, respondent did not implement reasonable and appropriate measures to protect personal information against unauthorized access. Therefore, the representation set forth in Paragraph 9 was, and is, false or misleading.

11. As set forth in Paragraph 7, respondent failed to employ reasonable and appropriate measures to prevent unauthorized access to personal information. Respondent's practices caused, or are likely to cause, substantial injury to consumers that is not offset by countervailing benefits to consumers or competition and is not reasonably avoidable by consumers. This practice was, and is, an unfair act or practice.

Complaint

THEREFORE, the Federal Trade Commission this eighteenth day of June, 2009, has issued this complaint against respondent.

By the Commission.

Decision and Order

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the Respondent named in the caption hereof, and the Respondent having been furnished thereafter with a copy of a draft Complaint that the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge the Respondent with violation of the Federal Trade Commission Act, 15 U.S.C. § 45 *et seq*;

The Respondent, its attorney, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order (“Consent Agreement”), an admission by the Respondent of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent 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 has reason to believe that the Respondent has violated the said Act, and that a Complaint should issue stating its charges in that respect, and having thereupon accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days, and having duly considered the comments filed thereafter by interested persons pursuant to Section 2.34 of its Rules, now in further conformity with the procedure described in Section 2.34 of its Rules, the Commission hereby issues its Complaint, makes the following jurisdictional findings and enters the following Order:

1. Respondent CVS Caremark Corporation is a Delaware corporation with its principal office or place of business at One CVS Drive, Woonsocket, Rhode Island, 02895.

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2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondent, and the proceeding is in the public interest.

ORDER**DEFINITIONS**

For purposes of this order, the following definitions shall apply:

1. Unless otherwise specified, “store” shall mean each pharmacy entity or store location that sells prescription medicines, drugs, devices, supplies, or services and/or non-prescription products and services.
2. Unless otherwise specified, “LLC” shall mean a limited liability company: (a) that owns, controls, or operates one or more stores (including, but not limited to, the companies identified in attached Exhibit A), and (b) in which CVS Caremark Corporation is a member, directly or indirectly.
3. Unless otherwise specified, “respondent” shall mean CVS Caremark Corporation, its subsidiaries, divisions, affiliates, and LLCs, and its successors and assigns.
4. “Personal information” shall mean individually identifiable information from or about an individual consumer including, but not limited to: (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name; (d) a telephone number; (e) a Social Security number; (f) a driver’s license number or other government-issued identification number; (g) prescription information, such as medication and dosage, and prescribing physician name, address, and telephone number, health insurer name, insurance account number, or insurance policy number; (h) a bank account, debit card, or credit card account number; (i) a

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persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual consumer; (j) a biometric record; or (k) any information that is combined with any of (a) through (j) above. For the purpose of this provision, a “consumer” shall include an “employee,” and an individual seeking to become an employee, where “employee” shall mean an agent, servant, salesperson, associate, independent contractor, and other person directly or indirectly under the control of respondent.

5. “Commerce” shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

I.

IT IS ORDERED that respondent, and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, limited liability company, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product or service, in or affecting commerce, shall not misrepresent in any manner, expressly or by implication, the extent to which it maintains and protects the privacy, confidentiality, security, or integrity of personal information collected from or about consumers.

II.

IT IS FURTHER ORDERED that respondent, and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, limited liability company, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product or service, in or affecting commerce, shall, no later than the date of service of this order, establish and implement, and thereafter maintain, a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of personal information collected from or about consumers. Such program, the content and

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implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards appropriate to respondent's size and complexity, the nature and scope of respondent's activities, and the sensitivity of the personal information collected from or about consumers, including:

- A. the designation of an employee or employees to coordinate and be accountable for the information security program.
- B. the identification of material internal and external risks to the security, confidentiality, and integrity of personal information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information, and assessment of the sufficiency of any safeguards in place to control these risks. At a minimum, this risk assessment should include consideration of risks in each area of relevant operation, including, but not limited to: (1) employee training and management; (2) information systems, including network and software design, information processing, storage, transmission, and disposal; and (3) prevention, detection, and response to attacks, intrusions, or other systems failures.
- C. the design and implementation of reasonable safeguards to control the risks identified through risk assessment, and regular testing or monitoring of the effectiveness of the safeguards' key controls, systems, and procedures.
- D. the development and use of reasonable steps to select and retain service providers capable of appropriately safeguarding personal information they receive from respondent, and requiring service providers by contract to implement and maintain appropriate safeguards.
- E. the evaluation and adjustment of respondent's information security program in light of the results of the testing and monitoring required by subpart C, any material changes to respondent's operations or business arrangements, or any

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other circumstances that respondent knows or has reason to know may have a material impact on the effectiveness of its information security program.

III.

IT IS FURTHER ORDERED that, in connection with their compliance with Part II of this order, respondent, and its officers, agents, representatives, and employees, shall obtain initial and biennial assessments and reports (“Assessments”) from a qualified, objective, independent third-party professional, who uses procedures and standards generally accepted in the profession. The reporting period for the Assessments shall cover: (1) the first year after service of the order for the initial Assessment, and (2) each two (2) year period thereafter for twenty (20) years after service of the order for the biennial Assessments. Each Assessment shall:

- A. set forth the specific administrative, technical, and physical safeguards that respondent has implemented and maintained during the reporting period;
- B. explain how such safeguards are appropriate to respondent’s size and complexity, the nature and scope of respondent’s activities, and the sensitivity of the personal information collected from or about consumers;
- C. explain how the safeguards that have been implemented meet or exceed the protections required by the Part II of this order; and
- D. certify that respondent’s security program is operating with sufficient effectiveness to provide reasonable assurance that the security, confidentiality, and integrity of personal information is protected and has so operated throughout the reporting period.

Each Assessment shall be prepared and completed within sixty (60) days after the end of the reporting period to which the Assessment

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applies by a person qualified as a Certified Information System Security Professional (CISSP) or as a Certified Information Systems Auditor (CISA); a person holding Global Information Assurance Certification (GIAC) from the SysAdmin, Audit, Network, Security (SANS) Institute; or a qualified person or organization approved by the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

Respondent shall provide the initial Assessment to the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580, within ten (10) days after the Assessment has been prepared. All subsequent biennial Assessments shall be retained by respondent until the order is terminated and provided to the Associate Director for Enforcement within ten (10) days of request.

IV.

IT IS FURTHER ORDERED that respondent shall maintain and, upon request, make available to the Federal Trade Commission for inspection and copying:

- A. for a period of five (5) years, a print or electronic copy of each document relating to compliance, including, but not limited to, documents, prepared by or on behalf of respondent, that contradict, qualify, or call into question respondent's compliance with this order; and
- B. for a period of three (3) years after the date of preparation of each Assessment required under Part III of this order, all materials relied upon to prepare the Assessment, whether prepared by or on behalf of respondent, including, but not limited to, all plans, reports, studies, reviews, audits, audit trails, policies, training materials, and assessments, and any other materials relating to respondent's compliance with Parts II and III of this order, for the compliance period covered by such Assessment.

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V.

IT IS FURTHER ORDERED that respondent CVS Caremark Corporation shall deliver a copy of this order to all its current and future subsidiaries (including LLCs and each store that is owned, controlled, or operated by respondent or an LLC), current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities relating to the subject matter of this order. Respondent shall deliver this order to such current subsidiaries and personnel within sixty (60) days after service of this order, and to such future subsidiaries and personnel within sixty (60) days after the respondent acquires the subsidiary or the person assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that respondent shall notify the Commission at least thirty (30) days prior to any change in respondent that may affect compliance obligations arising under this order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary (including an LLC), parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in respondent's name or address. *Provided, however,* that, with respect to any proposed change in respondent about which respondent learns less than thirty (30) days prior to the date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

VII.

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IT IS FURTHER ORDERED that respondent shall, within ninety (90) days after service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which it has complied with this order.

VIII.

This order will terminate on June 18, 2029, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

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Exhibit A

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CVS/pharmacy
For Store Entities with Store Count

EntityName	Store Count by Entity	Owner
103rd Avenue CVS, L.L.C.	1	CVS Pharmacy, Inc.
25th Street CVS, Inc.	1	CVS Pharmacy, Inc.
295 Westport Ave. CVS, Inc.	1	CVS Pharmacy, Inc.
37th Minneapolis CVS, L.L.C.	1	CVS Pharmacy, Inc.
54th Western Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
59th Ashland CVS, L.L.C.	1	CVS Pharmacy, Inc.
79th Street CVS, L.L.C.	1	CVS Pharmacy, Inc.
87th Avenue CVS, L.L.C.	1	CVS Pharmacy, Inc.
Abington CVS, Inc.	1	CVS Pharmacy, Inc.
Addison Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
ADI Realty, Inc.	3	Arbor Drugs, Inc.
Admiral Douglas CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Alabama CVS Pharmacy, L.L.C.	143	CVS Pharmacy, Inc.
Alabama Road CVS, Inc.	1	CVS Pharmacy, Inc.
Albemarle CVS, Inc.	1	CVS Pharmacy, Inc.
Alexandria Duke CVS, Inc.	1	CVS Pharmacy, Inc.
Allentown CVS, Inc.	1	CVS Pharmacy, Inc.
Allentown Village CVS, Inc.	1	CVS Pharmacy, Inc.
Almshouse CVS, Inc.	1	CVS Pharmacy, Inc.
American Drug Stores Delaware, L.L.C.	6	CVS Caremark Corporation
Ames Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Anderson House CVS, Inc.	1	CVS Pharmacy, Inc.
Angelini Ave. CVS, Inc.	1	CVS Pharmacy, Inc.
Angell Street CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Annapolis Riva CVS, Inc.	1	CVS Pharmacy, Inc.
Aquila Harbor CVS, Inc.	1	CVS Pharmacy, Inc.
Aculdneck Drug CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Aramingo Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Arbor Drugs - Civic, Inc.	1	Arbor Drugs, Inc.
Arbor Drugs, Inc.	189	CVS Caremark Corporation
Ardmore CVS, Inc.	1	CVS Pharmacy, Inc.
Arizona CVS Stores, L.L.C.	49	CVS RS Arizona, L.L.C.
Arlington 10th Street CVS, Inc.	1	CVS Pharmacy, Inc.
Arlington CVS, Inc.	1	CVS Pharmacy, Inc.
Arlington Pentagon CVS, Inc.	1	CVS Pharmacy, Inc.
Arlington South Eads CVS, Inc.	1	CVS Pharmacy, Inc.
Arlington-Walter Reed CVS, Inc.	1	CVS Pharmacy, Inc.

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CVS/pharmacy
Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Armitage CVS, L.L.C.	1	CVS Pharmacy, Inc.
Army Trail Bartlett CVS, L.L.C.	1	CVS Pharmacy, Inc.
Asbury Evanston CVS, L.L.C.	1	CVS Pharmacy, Inc.
Ashburn Parkway CVS, Inc.	1	CVS Pharmacy, Inc.
Ashford Dunwoody CVS, Inc.	1	CVS Pharmacy, Inc.
Aston Township CVS, Inc.	1	CVS Pharmacy, Inc.
Atlanta Brookwood Village CVS, Inc.	1	CVS Pharmacy, Inc.
Atlanta Peachtree CVS, Inc.	1	CVS Pharmacy, Inc.
Atee CVS, Inc.	1	CVS Pharmacy, Inc.
Atwood Avenue CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Augusta Belair CVS, Inc.	1	CVS Pharmacy, Inc.
Austell Road CVS, Inc.	1	CVS Pharmacy, Inc.
Aversboro Road CVS, Inc.	1	CVS Pharmacy, Inc.
Avon CVS, Inc.	1	CVS Pharmacy, Inc.
Avon OH CVS, Inc.	1	CVS Pharmacy, Inc.
Balfantyne Commons CVS, Inc.	1	CVS Pharmacy, Inc.
Baltimore Belair CVS, Inc.	1	CVS Pharmacy, Inc.
Bangor Route 512 CVS, Inc.	1	CVS Pharmacy, Inc.
Barkley CVS, Inc.	1	CVS Pharmacy, Inc.
Barrington CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Battleground Avenue CVS, L.L.C.	1	CVS IN Distribution, Inc.
Bay Village CVS, Inc.	1	CVS Pharmacy, Inc.
Bedford Retailer, Inc.	1	CVS Pharmacy, Inc.
Bel Air CVS, Inc.	1	CVS Pharmacy, Inc.
Bel Air Maryland CVS, Inc.	1	CVS Pharmacy, Inc.
Bell Plaza CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Bellevue CVS, Inc.	1	CVS Pharmacy, Inc.
Belpre CVS, Inc.	1	CVS Pharmacy, Inc.
Beltsville CVS, Inc.	1	CVS Pharmacy, Inc.
Bennington CVS, Inc.	1	CVS Pharmacy, Inc.
Bensalem CVS, Inc.	1	CVS Pharmacy, Inc.
Berlin CVS, Inc.	1	CVS Pharmacy, Inc.
Berwyn PA CVS, Inc.	1	CVS Pharmacy, Inc.
Bethel CVS, Inc.	1	CVS Pharmacy, Inc.
Bethel Drive CVS, Inc.	1	CVS Pharmacy, Inc.
Bethel OH CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Bethlehem Broad St. CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Bethlehem West Fourth CVS, Inc.	1	CVS Pharmacy, Inc.
Big B Drugs, Inc.	71	CVS Pharmacy, Inc.
Black Rock Turnpike CVS, Inc.	1	CVS Pharmacy, Inc.
Blaine MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Blakeslee CVS, Inc.	1	CVS Pharmacy, Inc.
Blue Ridge CVS, L.L.C.	1	CVS VA Distribution, Inc.
Bolingbrook IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Borough of Hatboro CVS, Inc.	1	CVS Pharmacy, Inc.
Bowling Green CVS, L.L.C.	1	CVS VA Distribution, Inc.
Bowman Street CVS, Inc.	1	CVS Pharmacy, Inc.
Boyertown CVS, Inc.	1	CVS Pharmacy, Inc.
Branhaven CVS, Inc.	1	CVS Pharmacy, Inc.
Bremner Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
Bridge Street CVS, L.L.C.	1	CVS IN Distribution, Inc.
Bridgeport Boston Ave. CVS, Inc.	1	CVS Pharmacy, Inc.
Bridgeport-Merritt CVS, Inc.	1	CVS Pharmacy, Inc.
Bridgeview CVS, L.L.C.	1	CVS Pharmacy, Inc.
Bristol Bay CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Bristol North Main CVS, Inc.	1	CVS Pharmacy, Inc.
Bristol Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Brittain Road CVS, Inc.	1	CVS Pharmacy, Inc.
Brittany Square CVS, Inc.	1	CVS Pharmacy, Inc.
Broadheadsville CVS, Inc.	1	CVS Pharmacy, Inc.
Broadway Maricopa CVS, L.L.C.	1	CVS Pharmacy, Inc.
Broadway Minneapolis CVS, L.L.C.	1	CVS Pharmacy, Inc.
Brookfield CVS, Inc.	1	CVS Pharmacy, Inc.
Brookfield IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Brookhaven Hilltop CVS, Inc.	1	CVS Pharmacy, Inc.
Brooklyn Commons CVS, Inc.	1	CVS Pharmacy, Inc.
Brooklyn Pennsylvania CVS, Inc.	1	CVS Pharmacy, Inc.
Broomall CVS, Inc.	1	CVS Pharmacy, Inc.
Brown Recker CVS, L.L.C.	1	CVS Pharmacy, Inc.
Bryans Road CVS, Inc.	1	CVS of DC and VA, Inc.
Buckeye AZ CVS, L.L.C.	1	CVS Pharmacy, Inc.
Buffalo Grove CVS, L.L.C.	1	CVS Pharmacy, Inc.
Buford Highway CVS, Inc.	1	CVS Pharmacy, Inc.
Bunker Lake CVS, L.L.C.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Busse CVS, L.L.C.	1	CVS RX Services, Inc.
Bustleton Nursery CVS, Inc.	1	CVS Pharmacy, Inc.
Camp Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Canal CVS, Inc.	1	CVS Pharmacy, Inc.
Canton GA CVS, Inc.	1	CVS Pharmacy, Inc.
Canton Highway CVS, Inc.	1	CVS Pharmacy, Inc.
Capitol Heights CVS, L.L.C.	1	Bud's Price King, Inc.
Carmey CVS, Inc.	1	CVS Pharmacy, Inc.
Carroll Street CVS, Inc.	1	CVS Pharmacy, Inc.
Castor Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Cedar Park CVS, Inc.	1	CVS of DC and VA, Inc.
Centreville Road CVS, Inc.	1	CVS Pharmacy, Inc.
Chandler Dobson CVS, L.L.C.	1	CVS Pharmacy, Inc.
Chandler Gilbert CVS, L.L.C.	1	CVS Pharmacy, Inc.
Chandler Kyrene CVS, L.L.C.	1	CVS Pharmacy, Inc.
Chandler Warner CVS, L.L.C.	2	CVS Pharmacy, Inc.
Charhassen CVS, L.L.C.	1	CVS Pharmacy, Inc.
Charles Street Baltimore CVS, Inc.	1	CVS Pharmacy, Inc.
Charlott Street CVS, Inc.	1	CVS Pharmacy, Inc.
Cheltenham CVS, Inc.	1	CVS Pharmacy, Inc.
Cheshire CVS, Inc.	1	CVS Pharmacy, Inc.
Chester MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Chesterfield CVS, Inc.	1	CVS Pharmacy, Inc.
Chestnut St CVS, Inc.	1	CVS Pharmacy, Inc.
Chicago Heights II CVS, L.L.C.	1	CVS Pharmacy, Inc.
Chicago Pufaski CVS, L.L.C.	1	CVS Pharmacy, Inc.
Chichester CVS, Inc.	1	CVS Pharmacy, Inc.
Chick Springs CVS, Inc.	1	CVS Pharmacy, Inc.
Cincinnati CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Cin-Dayton CVS, Inc.	1	CVS Pharmacy, Inc.
Clairmont Road CVS, Inc.	1	CVS Pharmacy, Inc.
Clairton Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
Clarendon Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
Clayton CVS, Inc.	1	CVS Pharmacy, Inc.
Cleveland Lorain CVS, Inc.	1	CVS Pharmacy, Inc.
Clinton Post CVS, Inc.	1	CVS Pharmacy, Inc.
Cloppers Mill CVS, Inc.	1	CVS of DC and VA, Inc.

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EntityName	Store Count by Entity	Owner
Clover CVS, L.L.C.	1	CVS VA Distribution, Inc.
Cochran CVS, L.L.C.	1	CVS VA Distribution, Inc.
Colchester CT CVS, Inc.	1	CVS Pharmacy, Inc.
Collegeville CVS, Inc.	1	CVS Pharmacy, Inc.
Columbus CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Columbus High Street CVS, Inc.	1	CVS Pharmacy, Inc.
Columbus Polaris CVS, Inc.	1	CVS Pharmacy, Inc.
Compo Center CVS, Inc.	1	CVS Pharmacy, Inc.
Concord Crisco CVS, Inc.	1	CVS Pharmacy, Inc.
Connecticut Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Connecticut CVS Pharmacy, L.L.C.	2	CVS Pharmacy, Inc.
Conshohocken CVS, Inc.	1	CVS Pharmacy, Inc.
Constitution Blvd. CVS, Inc.	1	CVS Pharmacy, Inc.
Conyers CVS, Inc.	1	CVS Pharmacy, Inc.
Coon Rapids MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Coopersburg CVS, Inc.	1	CVS Pharmacy, Inc.
Copley CVS, Inc.	1	CVS Pharmacy, Inc.
Corbin Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Cornellus CVS, Inc.	1	CVS Pharmacy, Inc.
Cottage Grove CVS, Inc.	1	CVS Pharmacy, Inc.
Courtland Street CVS, Inc.	1	CVS Pharmacy, Inc.
Coventry CT CVS, Inc.	1	CVS Pharmacy, Inc.
Coventry Lake CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Coventry Square CVS, Inc.	1	CVS Pharmacy, Inc.
Covington CVS, Inc.	1	CVS Pharmacy, Inc.
Cox CVS, Inc.	1	CVS Pharmacy, Inc.
Crabapple CVS, Inc.	1	CVS Pharmacy, Inc.
Craig Road CVS, L.L.C.	1	CVS Pharmacy, Inc.
Cranston Retailer, Inc.	1	Cranston-Reservoir CVS, Inc.
Cranston RI CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Cranston-Reservoir CVS, Inc.	1	CVS Pharmacy, Inc.
Cressona Mall CVS, Inc.	1	CVS Pharmacy, Inc.
Crestwood KY CVS, Inc.	1	CVS Pharmacy, Inc.
Crismon Mesa CVS, L.L.C.	1	CVS Pharmacy, Inc.
Crofton MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Cross Keys Place CVS, Inc.	1	CVS Pharmacy, Inc.
Croydon CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Cumberland Bear Hill CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Cumberland Church CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Cumberland Retailer, Inc.	1	Cranston-Reservoir CVS, Inc.
Cumru CVS, Inc.	1	CVS Pharmacy, Inc.
CVS 2874 Clearwater, L.L.C.	1	CVS VA Distribution, Inc.
CVS 2875 Tampa, L.L.C.	1	CVS IN Distribution, Inc.
CVS 28th and Eastern, Inc.	1	CVS Pharmacy, Inc.
CVS 2948 Henderson, L.L.C.	1	CVS Caremark Corporation
CVS 2972 Philadelphia, L.L.C.	1	CVS IN Distribution, Inc.
CVS 2989 Las Vegas, L.L.C.	1	CVS IN Distribution, Inc.
CVS 3284 Phoenix, L.L.C.	1	CVS VA Distribution, Inc.
CVS 3268 Gilbert, L.L.C.	1	CVS RS Arizona, L.L.C.
CVS 3436 Mesa, L.L.C.	1	CVS VA Distribution, Inc.
CVS 3745 Peoria, L.L.C.	1	CVS RS Arizona, L.L.C.
CVS 3755 St. Petersburg, L.L.C.	1	CVS IN Distribution, Inc.
CVS 3766 Dacula, L.L.C.	1	CVS MI Distribution, Inc.
CVS 4083 Largo, L.L.C.	1	CVS IN Distribution, Inc.
CVS 4269 Geneva, L.L.C.	1	CVS VA Distribution, Inc.
CVS 4772 East Vincent, L.L.C.	1	CVS IN Distribution, Inc.
CVS 4994 Miami, L.L.C.	1	CVS VA Distribution, Inc.
CVS 4998 Melbourne, L.L.C.	1	CVS VA Distribution, Inc.
CVS 4999 Suntree, L.L.C.	1	CVS VA Distribution, Inc.
CVS Albany, L.L.C.	323	CVS Pharmacy, Inc.
CVS Alpharetta GA, Inc.	1	CVS Pharmacy, Inc.
CVS Amherst Road, L.L.C.	1	CVS Pharmacy, Inc.
CVS Atlanta GA, Inc.	1	CVS Pharmacy, Inc.
CVS Aurora, L.L.C.	1	CVS Pharmacy, Inc.
CVS Bayberry Bensalem, Inc.	1	CVS Pharmacy, Inc.
CVS BDI, Inc.	83	Hook-SupeRx, L.L.C.
CVS Bellmore Avenue, L.L.C.	1	Melville Realty Company, Inc.
CVS Bensenville, L.L.C.	1	CVS Pharmacy, Inc.
CVS Bethesda Lawrenceville, Inc.	1	CVS Pharmacy, Inc.
CVS Bethesda, L.L.C.	1	Silver Hill CVS, Inc.
CVS Broadway Chicago, L.L.C.	1	CVS Pharmacy, Inc.
CVS Canfield OH, Inc.	1	CVS Pharmacy, Inc.
CVS Carmel Road Charlotte, Inc.	1	CVS Pharmacy, Inc.
CVS Central Charlotte, Inc.	1	CVS Pharmacy, Inc.

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EntityName	Store Count by Entity	Owner
CVS Clyde Park, Inc.	1	CVS Pharmacy, Inc.
CVS Crystal Derry, L.L.C.	1	CVS Pharmacy, Inc.
CVS Danbury Padanaram, Inc.	1	CVS Pharmacy, Inc.
CVS Dekalb Norristown, Inc.	1	CVS Pharmacy, Inc.
CVS Detroit 8275, L.L.C.	1	CVS MI Distribution, Inc.
CVS Dunkirk Marketplace, L.L.C.	1	Jumpers Hole CVS, Inc.
CVS Durham, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 111th Kansas City MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 118th Oklahoma, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 15th Oklahoma City OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 18th Baseline AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL 23rd Independence MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 23rd Oklahoma, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 25th Gulfport MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 37th St Petersburg FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL 49th Pinellas Park FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL 4th Chickasha OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 4th Oklahoma City OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL 6th Winter Haven FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL 75th Bethany AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Atlantic Cocoa Beach FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Barry Road MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Baseline Tempe AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Belt Saint Joseph MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Blossom Orlando FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Briar Drive KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Broadmoor MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Broadway Tempe AZ, L.L.C.	2	CVS Pharmacy, Inc.
CVS EGL Brookside MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Camino Boca Raton FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Carefree Cave Creek AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Chandler Phoenix AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Choctaw OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Classen Oklahoma City OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Commerce Ardmore OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL County Line Ridgeland MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Curry Ford Road FL, L.L.C.	1	CVS RX Services, Inc.

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EntityName	Store Count by Entity	Owner
CVS EGL Daytona FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Dixie South FL, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Dunlap Phoenix AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL East Camelback AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL East Danforth OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL East Pass Gulfport MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Florence Casa AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Flowood MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Forest MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Fruitville Sarasota FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Granada Ormond Beach FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Greenwood MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Hardy Hattiesburg MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Highland Madison MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Hwy 152 Mustang OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Hwy 19 Meridian MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Hwy 19 North FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Hwy 24 Independence MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Hwy 27 Haines City FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Hwy 441 Mount Dora FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Hwy 49 Gulfport MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Independence Shawnee OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Indian Scottsdale AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Jackson MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Johnson Mission KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Kissimmee FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Kosciusko MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Lakeland FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Laurel MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Leavenworth KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Lee Lawton OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Lees Summit MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Lenexa KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Liberty MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Macarthur OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Magee MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Main Kansas City MO, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
CVS EGL Main Norman OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Margate Pompano FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Martin Greenville MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Martin Luther King OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL May Oklahoma, Inc.	1	CVS Pharmacy, Inc.
CVS EGL McComb MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL McDowell Mesa AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL McKellips Mesa AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Missour Ave FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Moore OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Mur Len Olathe KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Nail Avenue KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Natchez MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Norman OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL North 16th AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL North Belton MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL North Cleveland FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL North Davis MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL North Federal FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL North May OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL North Rockwell OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL North Santa Fe OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Oak Kansas City MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Oak Traffic Kansas City MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Ocean Springs MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Oklahoma City 44 Southwest, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Olathe KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Orlando Sanford FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Orlando Winter Park FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Pascagoula MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Pearl MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Picayune MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Piatte City MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Port Southwest FL, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Prairie Village KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Reno Mustang OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Richland MS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
CVS EGL Robinson Norman OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Rockwell Oklahoma City OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Rosemont Goodyear AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Santa Edmond OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Scottsdale AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Scottsdale Paradise AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Shartel Oklahoma, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Shawnee KS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Skyline Tucson AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL South Bryant OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL South Congress FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL South East 44th OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Speedway Tucson AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL State Callahan FL, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL State Jackson MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL State Line Kansas City MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL State Line Road MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Stribling Brandon MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Suncrest Jackson MS, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Tamiami Punta Gorda FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Tatum Phoenix AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Thunderbird Peoria AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Thunderbird Sun City AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Union Hills AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Val Vista AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL Vandament Yukon OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Vivion Kansas City MO, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Walsingham Largo FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Wemore Tucson AZ, L.L.C.	1	CVS Pharmacy, Inc.
CVS EGL West Britton OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Western Oklahoma City OK, Inc.	1	CVS Pharmacy, Inc.
CVS EGL Woodland De Land FL, L.L.C.	1	CVS RX Services, Inc.
CVS EGL Elkott City MD, L.L.C.	1	Bud's Price King, Inc.
CVS Falls Road MD, L.L.C.	1	Bud's Price King, Inc.
CVS Far Rockaway, L.L.C.	1	CVS Pharmacy, Inc.
CVS Farmington Hills, Inc.	1	CVS Pharmacy, Inc.
CVS Fuller Leonard, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
CVS Gilbert 3272, L.L.C.	1	CVS RS Arizona, L.L.C.
CVS Gilford, L.L.C.	1	CVS Pharmacy, Inc.
CVS Green Mount, L.L.C.	1	CVS Pharmacy, Inc.
CVS Hartland 8285, L.L.C.	1	CVS MI Distribution, Inc.
CVS Hilliard OH, Inc.	1	CVS Pharmacy, Inc.
CVS Huntersville, Inc.	1	CVS Pharmacy, Inc.
CVS Keene, L.L.C.	1	CVS Pharmacy, Inc.
CVS Laconia, L.L.C.	1	CVS Pharmacy, Inc.
CVS Lake Norwood, Inc.	1	CVS Pharmacy, Inc.
CVS Lansdowne 3142, L.L.C.	1	CVS IN Distribution, Inc.
CVS Mack Drug of New York, L.L.C.	8	CVS Pharmacy, Inc.
CVS MaComb & Mile, Inc.	1	CVS Pharmacy, Inc.
CVS Mammoth Road, L.L.C.	1	CVS Pharmacy, Inc.
CVS Manchester NH, L.L.C.	5	CVS Pharmacy, Inc.
CVS Meriden East Main, Inc.	1	CVS Pharmacy, Inc.
CVS Merrimack Main Street, L.L.C.	1	CVS Pharmacy, Inc.
CVS Midlothian, L.L.C.	1	CVS Pharmacy, Inc.
CVS Morse, Inc.	1	CVS Pharmacy, Inc.
CVS Murrells, Inc.	1	CVS Pharmacy, Inc.
CVS Mystic CT, Inc.	1	CVS Pharmacy, Inc.
CVS Nations Ford Charlotte, Inc.	1	CVS Pharmacy, Inc.
CVS New Baltimore, Inc.	1	CVS Pharmacy, Inc.
CVS North Conway, L.L.C.	1	CVS Pharmacy, Inc.
CVS Odenton, L.L.C.	1	Jumpers Hole CVS, Inc.
CVS of Concord NH, L.L.C.	1	CVS Pharmacy, Inc.
CVS of DC and VA, Inc.	26	CVS Pharmacy, Inc.
CVS of Madison, Conn., Inc.	1	CVS Pharmacy, Inc.
CVS of Maryland, Inc.	79	CVS of DC and VA, Inc.
CVS of North Kingstown, Inc.	1	Cranston-Reservoir CVS, Inc.
CVS of Pennsylvania, Inc.	7	CVS of DC and VA, Inc.
CVS of Rutland, Vermont, Inc.	1	CVS Pharmacy, Inc.
CVS of Stroudsburg, Inc.	1	CVS Pharmacy, Inc.
CVS of Swarthmore, Inc.	1	CVS Pharmacy, Inc.
CVS of Virginia, Inc.	78	CVS of DC and VA, Inc.
CVS of West Virginia, Inc.	3	CVS of DC and VA, Inc.
CVS Orange Avenue, Inc.	1	CVS Pharmacy, Inc.
CVS Peachtree City, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
CVS Peachtree Suwanee, Inc.	1	CVS Pharmacy, Inc.
CVS Pharmacy, Inc.	478	CVS Caremark Corporation
CVS Plalstow, L.L.C.	1	CVS Pharmacy, Inc.
CVS Portsmouth Islington, L.L.C.	1	CVS Pharmacy, Inc.
CVS Prescription Center, Inc.	2	CVS of DC and VA, Inc.
CVS Reading PA 3242, L.L.C.	1	CVS IN Distribution, Inc.
CVS Richmond Alee, Inc.	1	CVS Pharmacy, Inc.
CVS Richmond Main, Inc.	1	CVS Pharmacy, Inc.
CVS Royal Ridge, L.L.C.	1	CVS Pharmacy, Inc.
CVS Rt. 199 Williamsburg, Inc.	1	CVS Pharmacy, Inc.
CVS Salem Stateine, L.L.C.	1	CVS Pharmacy, Inc.
CVS Seabrook, L.L.C.	1	CVS Pharmacy, Inc.
CVS Sharon Amity Charlotte, Inc.	1	CVS Pharmacy, Inc.
CVS Skippack, Inc.	1	CVS Pharmacy, Inc.
CVS Solomons MD, L.L.C.	1	Bud's Price King, Inc.
CVS South Canal Chicago, L.L.C.	1	CVS Pharmacy, Inc.
CVS State Capital, L.L.C.	17	CVS Pharmacy, Inc.
CVS Stratford Barnum, Inc.	1	CVS Pharmacy, Inc.
CVS Stratford Nichols, Inc.	1	CVS Pharmacy, Inc.
CVS Stratham, L.L.C.	1	CVS Pharmacy, Inc.
CVS Towson MD, L.L.C.	1	Bud's Price King, Inc.
CVS Trenton MI, L.L.C.	1	CVS MI Distribution, Inc.
CVS Upper Valley Drug, L.L.C.	1	CVS Pharmacy, Inc.
CVS Washington Wisconsin DC, L.L.C.	1	CVS of DC and VA, Inc.
CVS Wisconsin Avenue DC, L.L.C.	1	CVS of DC and VA, Inc.
CVS Wisteria Drive, L.L.C.	1	Jumpers Hole CVS, Inc.
CVS Woodward, Inc.	1	CVS Pharmacy, Inc.
Dallas GA CVS, Inc.	1	CVS Pharmacy, Inc.
Damen Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Danbury Central CVS, Inc.	1	CVS Pharmacy, Inc.
Danbury CVS, Inc.	1	CVS Pharmacy, Inc.
Darien CVS, Inc.	1	CVS Pharmacy, Inc.
Decatur CVS, Inc.	1	CVS Pharmacy, Inc.
Derby Center CVS, Inc.	1	CVS Pharmacy, Inc.
Derry Street CVS, Inc.	1	CVS Pharmacy, Inc.
Desert Buffalo CVS, L.L.C.	1	CVS Pharmacy, Inc.
Desert Eastern CVS, L.L.C.	1	CVS Pharmacy, Inc.

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For Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Desert Inn CVS, L.L.C.	1	CVS Pharmacy, Inc.
Detroit Greenfield CVS, Inc.	1	CVS Pharmacy, Inc.
Dexter Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
District of Columbia CVS Pharmacy, L.L.C.	2	CVS Pharmacy, Inc.
Division CVS, L.L.C.	1	CVS Pharmacy, Inc.
Downers Grove CVS, L.L.C.	1	CVS Pharmacy, Inc.
Downingtown CVS, Inc.	1	CVS Pharmacy, Inc.
Drexel Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Duke Street CVS, Inc.	1	CVS Pharmacy, Inc.
Duluth CVS, Inc.	1	CVS Pharmacy, Inc.
Duncan SC CVS, Inc.	1	CVS Pharmacy, Inc.
Dundee Elgin CVS, L.L.C.	1	CVS Pharmacy, Inc.
Dunlap Phoenix CVS, L.L.C.	1	CVS Pharmacy, Inc.
Dunlop Farms CVS, Inc.	1	CVS Pharmacy, Inc.
Eagan MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Eagle Valley CVS, Inc.	1	CVS Pharmacy, Inc.
East Avenue CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
East Bradford Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
East Greenwich CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
East Hartford CVS, Inc.	1	CVS Pharmacy, Inc.
East Hartford-Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
East Haven Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
East Main Bridgeport CVS, Inc.	1	CVS Pharmacy, Inc.
East Providence CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
East Putnam Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
East Side CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Easton Ave. CVS, Inc.	1	CVS Pharmacy, Inc.
Easton Maryland CVS, Inc.	1	CVS Pharmacy, Inc.
Easton Nazareth CVS, Inc.	1	CVS Pharmacy, Inc.
Easton Washington Street CVS, Inc.	1	CVS Pharmacy, Inc.
Edgewater CVS, Inc.	1	CVS Pharmacy, Inc.
Eleventh Street CVS, Inc.	1	CVS Pharmacy, Inc.
Elgin CVS, L.L.C.	1	CVS Pharmacy, Inc.
Elliot Tempe CVS, L.L.C.	1	CVS Pharmacy, Inc.
Elmwood City CVS, L.L.C.	1	CVS IN Distribution, Inc.
Elmhurst CVS, L.L.C.	1	CVS Pharmacy, Inc.
Emmaus Avenue CVS, Inc.	1	CVS Pharmacy, Inc.

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CVS/pharmacy
Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Emmaus, Pennsylvania, CVS, Inc.	1	CVS Pharmacy, Inc.
Enfield Elm CVS, Inc.	1	CVS Pharmacy, Inc.
Enfield Phoenix CVS, Inc.	1	CVS Pharmacy, Inc.
Engleside Plaza CVS, Inc.	1	CVS of DC and VA, Inc.
Erdenheim Saints CVS, Inc.	1	CVS Pharmacy, Inc.
Erie CVS, Inc.	1	CVS Pharmacy, Inc.
Essex Eastern CVS, Inc.	1	CVS Pharmacy, Inc.
Essex Martin CVS, Inc.	1	CVS Pharmacy, Inc.
Evanston IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Evergreen City CVS, L.L.C.	1	CVS Pharmacy, Inc.
Fairfax CVS, Inc.	1	CVS of DC and VA, Inc.
Fairfax Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
Fairfax Route 29 CVS, Inc.	1	CVS Pharmacy, Inc.
Fairfield Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Fairfield Rt. 1 CVS, Inc.	1	CVS Pharmacy, Inc.
Fairlane Village Mall CVS, Inc.	1	CVS Pharmacy, Inc.
Falls Church CVS, Inc.	1	CVS Pharmacy, Inc.
Farmington Ave. CVS, Inc.	1	CVS Pharmacy, Inc.
Farmington Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Feasterville CVS, Inc.	1	CVS Pharmacy, Inc.
Flamingo Road CVS, L.L.C.	1	CVS Pharmacy, Inc.
Flatwoods CVS, Inc.	1	CVS Pharmacy, Inc.
Florence CVS, Inc.	1	CVS Pharmacy, Inc.
Folsom CVS, Inc.	1	CVS Pharmacy, Inc.
Forbes Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Forest Drive CVS, Inc.	1	CVS Pharmacy, Inc.
Forest Hill MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Forest Hills CVS, Inc.	1	CVS of DC and VA, Inc.
Forest Park CVS, Inc.	1	CVS Pharmacy, Inc.
Forks Township CVS, Inc.	1	CVS Pharmacy, Inc.
Fort Foote CVS, Inc.	1	CVS Pharmacy, Inc.
Foster Negle CVS, L.L.C.	2	CVS Pharmacy, Inc.
Foxon East Haven CVS, Inc.	1	CVS Pharmacy, Inc.
Franconia Road CVS, Inc.	1	CVS Pharmacy, Inc.
Frankfort CVS, Inc.	1	CVS Pharmacy, Inc.
Franklin Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Franklin TN CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Frederick CVS, Inc.	1	CVS Pharmacy, Inc.
Gahanna OH CVS, Inc.	1	CVS Pharmacy, Inc.
Garden City CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Garfield Beach CVS, L.L.C.	374	CVS Pharmacy, Inc.
Georgetown OH CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Georgia CVS Pharmacy, L.L.C.	24	CVS Pharmacy, Inc.
German Dobson CVS, L.L.C.	14	CVS Pharmacy, Inc.
Germantown Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Germantown MD CVS, L.L.C.	1	Bud's Price King, Inc.
Gilbertsville CVS, Inc.	1	CVS Pharmacy, Inc.
Glastonbury CVS, Inc.	1	CVS Pharmacy, Inc.
Glebe Road CVS, Inc.	1	CVS of DC and VA, Inc.
Glen Allen CVS, Inc.	1	CVS Pharmacy, Inc.
Glen Burnie MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Godfrey Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Godshall Franconia CVS, Inc.	1	CVS Pharmacy, Inc.
Goodwin Park CVS, Inc.	1	CVS Pharmacy, Inc.
Goodyear CVS, L.L.C.	1	CVS RX Services, Inc.
Goshen Village CVS, Inc.	1	CVS Pharmacy, Inc.
Graham Charlotte CVS, Inc.	1	CVS Pharmacy, Inc.
Granby CVS, Inc.	1	CVS Pharmacy, Inc.
Grand Schaefer CVS, Inc.	1	CVS Pharmacy, Inc.
Grand St. Paul CVS, L.L.C.	13	CVS Pharmacy, Inc.
Granite Street CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Gratiot CVS, Inc.	1	CVS Pharmacy, Inc.
Gray's Southgate, Inc.	1	CVS of DC and VA, Inc.
Greenbelt CVS, Inc.	1	CVS Pharmacy, Inc.
Greenbelt-Cherrywood CVS, Inc.	1	CVS Pharmacy, Inc.
Greensboro GA CVS, Inc.	1	CVS Pharmacy, Inc.
Greenville CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Greenwich 99 CVS, Inc.	1	CVS Pharmacy, Inc.
Grove City CVS, Inc.	1	CVS Pharmacy, Inc.
Guilford CVS, Inc.	1	CVS Pharmacy, Inc.
Gwinnett CVS, Inc.	1	CVS Pharmacy, Inc.
Hamden Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Hamilton CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Hamlin CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Hanover CVS, L.L.C.	1	CVS Pharmacy, Inc.
Hard Columbus CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Hardscrabble CVS, Inc.	1	CVS Pharmacy, Inc.
Harmon Las Vegas CVS, L.L.C.	1	CVS Pharmacy, Inc.
Harrisburg CVS, Inc.	1	CVS Pharmacy, Inc.
Harrisburg NC CVS, Inc.	1	CVS Pharmacy, Inc.
Harrison Bridge Road CVS, Inc.	1	CVS Pharmacy, Inc.
Hartford Blue Hills CVS, Inc.	1	CVS Pharmacy, Inc.
Hartford Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
Haverford and City Line CVS, Inc.	1	CVS Pharmacy, Inc.
Haverford Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Havertown CVS, Inc.	1	CVS Pharmacy, Inc.
Haw Creek Circle CVS, Inc.	1	CVS Pharmacy, Inc.
Hawley CVS, Inc.	1	CVS Pharmacy, Inc.
Hazleton Plaza CVS Inc.	1	CVS Pharmacy, Inc.
Hellertown CVS, Inc.	1	CVS Pharmacy, Inc.
Henderson CVS, L.L.C.	1	CVS Pharmacy, Inc.
Henderson Horizon CVS, L.L.C.	1	CVS Pharmacy, Inc.
Henderson Road CVS, Inc.	1	CVS Pharmacy, Inc.
Henry Philadelphia CVS, Inc.	1	CVS Pharmacy, Inc.
Henrydale CVS, Inc.	1	CVS Pharmacy, Inc.
Hick Hwy CVS, Inc.	1	CVS Pharmacy, Inc.
Hickory CVS, Inc.	1	CVS Pharmacy, Inc.
High House Road CVS, Inc.	1	CVS Pharmacy, Inc.
Highland Center CVS, Inc.	1	CVS Pharmacy, Inc.
Highland Cheshire CVS, Inc.	1	CVS Pharmacy, Inc.
Highland Park CVS, L.L.C.	89	CVS Pharmacy, Inc.
Highway 17 Mt. Pleasant CVS, Inc.	1	CVS Pharmacy, Inc.
Highway Charlotte CVS, Inc.	1	CVS Pharmacy, Inc.
Highway Stockbridge CVS, Inc.	1	CVS Pharmacy, Inc.
Hilliard Darby CVS, Inc.	1	CVS Pharmacy, Inc.
Hillsboro Road CVS, L.L.C.	1	CVS MI Distribution, Inc.
Hillside II CVS, L.L.C.	1	CVS Pharmacy, Inc.
Holcomb CVS, Inc.	1	CVS Pharmacy, Inc.
Holiday CVS, L.L.C.	623	CVS Pharmacy, Inc.
Holly Springs CVS, Inc.	1	CVS Pharmacy, Inc.
Hook-SupeRx, L.L.C.	601	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Hope Mills CVS, Inc.	1	CVS Pharmacy, Inc.
Hopewell CVS, Inc.	1	CVS Pharmacy, Inc.
Horsham CVS, Inc.	1	CVS Pharmacy, Inc.
Howell CVS, L.L.C.	1	CVS MI Distribution, Inc.
Hudson N.H. CVS, Inc.	1	CVS Pharmacy, Inc.
Hunting Park CVS, Inc.	1	CVS Pharmacy, Inc.
Huntingdon Valley CVS, Inc.	1	CVS Pharmacy, Inc.
Hurley MS CVS, Inc.	1	CVS Pharmacy, Inc.
Hurricane WV CVS, Inc.	1	CVS Pharmacy, Inc.
Hyattsville CVS, Inc.	1	CVS Pharmacy, Inc.
Indian 59th Phoenix CVS, L.L.C.	1	CVS Pharmacy, Inc.
Indian School Phoenix CVS, L.L.C.	1	CVS Pharmacy, Inc.
Iowa CVS Pharmacy, L.L.C.	10	CVS Pharmacy, Inc.
Irving Park CVS, L.L.C.	1	CVS Pharmacy, Inc.
Irving Street CVS, Inc.	1	CVS Pharmacy, Inc.
Jackson North West CVS, Inc.	1	CVS Pharmacy, Inc.
Jefferson CVS, Inc.	1	CVS Pharmacy, Inc.
Jenkintown CVS, Inc.	1	CVS Pharmacy, Inc.
Jennersville CVS, Inc.	1	CVS Pharmacy, Inc.
Jersey Shore PA CVS, Inc.	1	CVS Pharmacy, Inc.
Johnston Centre CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Joliet CVS, L.L.C.	1	CVS Pharmacy, Inc.
Jones Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Jonesboro CVS, Inc.	1	CVS Pharmacy, Inc.
K Street CVS, Inc.	1	CVS of DC and VA, Inc.
Kankakee IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Kansas CVS Pharmacy, L.L.C.	19	CVS Pharmacy, Inc.
Kennesaw CVS, Inc.	1	CVS Pharmacy, Inc.
Kennesaw Due West CVS, Inc.	1	CVS Pharmacy, Inc.
Kennett Square CVS, Inc.	1	CVS Pharmacy, Inc.
Kensington CVS, Inc.	1	CVS Pharmacy, Inc.
Kentucky CVS Pharmacy, L.L.C.	1	CVS Pharmacy, Inc.
Kentwood CVS, Inc.	1	CVS Pharmacy, Inc.
Keyser CVS, L.L.C.	1	CVS VA Distribution, Inc.
King Street CVS, Inc.	1	CVS Pharmacy, Inc.
Kingston Market CVS, Inc.	1	CVS Pharmacy, Inc.
Kingston Road CVS, Inc.	1	Cranston-Reservoir CVS, Inc.

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CVS/pharmacy
Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Knox Abbott Road CVS, Inc.	1	CVS Pharmacy, Inc.
Knoxville Emory CVS, Inc.	1	CVS Pharmacy, Inc.
Krocks Road CVS, Inc.	1	CVS Pharmacy, Inc.
L Street CVS, Inc.	1	CVS Pharmacy, Inc.
Lahser CVS, Inc.	1	CVS Pharmacy, Inc.
Lake Danbury CVS, Inc.	1	CVS Pharmacy, Inc.
Lake Forest CVS, L.L.C.	1	CVS Pharmacy, Inc.
Lake Mead Las Vegas CVS, L.L.C.	1	CVS Pharmacy, Inc.
Lake Pleasant Peoria CVS, L.L.C.	1	CVS Pharmacy, Inc.
Lancaster CVS, Inc.	1	CVS Pharmacy, Inc.
Landisville CVS, Inc.	1	CVS Pharmacy, Inc.
Lansdowne Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Lansing CVS, Inc.	1	CVS Pharmacy, Inc.
Las Vegas NV CVS, L.L.C.	1	CVS Pharmacy, Inc.
Laurel MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Laurens Road CVS, Inc.	1	CVS Pharmacy, Inc.
Lavista Road CVS, Inc.	1	CVS Pharmacy, Inc.
Lawrence Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Lawrenceville CVS, Inc.	1	CVS Pharmacy, Inc.
Lee Highway CVS, Inc.	1	CVS of DC and VA, Inc.
Lehigh Street CVS, Inc.	1	CVS Pharmacy, Inc.
Lemont CVS, L.L.C.	1	CVS Pharmacy, Inc.
Levittown PA CVS, Inc.	1	CVS Pharmacy, Inc.
Liberty Park CVS, Inc.	1	CVS Pharmacy, Inc.
Liberty Road CVS, Inc.	1	CVS Pharmacy, Inc.
Library Road CVS, Inc.	1	CVS Pharmacy, Inc.
Liburn CVS, Inc.	1	CVS Pharmacy, Inc.
Liburn Harmony Grove CVS, Inc.	1	CVS Pharmacy, Inc.
Lima PA CVS, Inc.	1	CVS Pharmacy, Inc.
Limerick CVS, Inc.	1	CVS Pharmacy, Inc.
Lincoln Drive (Phil) CVS, Inc.	1	CVS Pharmacy, Inc.
Lindbergh CVS, Inc.	1	CVS Pharmacy, Inc.
Lionville CVS, Inc.	1	CVS Pharmacy, Inc.
Litchfield Park CVS, L.L.C.	1	CVS Pharmacy, Inc.
Litchfield Rt. 202 CVS, Inc.	1	CVS Pharmacy, Inc.
Lockport CVS, L.L.C.	1	CVS Pharmacy, Inc.
Locust Philadelphia CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Loehmann's Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Lombard CVS, L.L.C.	1	CVS Pharmacy, Inc.
Lombard-Light Streets CVS, Inc.	1	CVS Pharmacy, Inc.
Lone Oak KY CVS, Inc.	1	CVS Pharmacy, Inc.
Long Hill Road CVS, Inc.	1	CVS Pharmacy, Inc.
Long Shoals Road CVS, Inc.	1	CVS Pharmacy, Inc.
Louisiana CVS Pharmacy, L.L.C.	86	CVS Pharmacy, Inc.
Louisville CVS, Inc.	1	CVS Pharmacy, Inc.
Lower Makefield CVS, Inc.	1	CVS Pharmacy, Inc.
M Street CVS, Inc.	1	CVS of DC and VA, Inc.
Mableton Parkway CVS, Inc.	1	CVS Pharmacy, Inc.
MacArthur Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
Madison Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Main Annapolis CVS, L.L.C.	1	CVS of Maryland, Inc.
Main Devon Bartlett CVS, L.L.C.	1	CVS Pharmacy, Inc.
Main Montgomery CVS, L.L.C.	1	CVS VA Distribution, Inc.
Manassas CVS, Inc.	1	CVS Pharmacy, Inc.
Manchester North Main CVS, Inc.	1	CVS Pharmacy, Inc.
Mansfield Shopping Center CVS, Inc.	1	CVS Pharmacy, Inc.
Manton Avenue CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Maple Glen CVS, Inc.	1	CVS Pharmacy, Inc.
Maple Grove MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Marietta CVS, Inc.	1	CVS Pharmacy, Inc.
Market Street CVS, Inc.	1	CVS Pharmacy, Inc.
Maryland CVS Pharmacy, L.L.C.	2	CVS Pharmacy, Inc.
Maryland Parkway CVS, L.L.C.	1	CVS Pharmacy, Inc.
Maryland St. Paul CVS, L.L.C.	1	CVS Pharmacy, Inc.
Mason CVS, Inc.	1	CVS Pharmacy, Inc.
Massachusetts Avenue CVS, L.L.C.	1	CVS of DC and VA, Inc.
Massachusetts CVS Pharmacy, L.L.C.	301	CVS Pharmacy, Inc.
Mayfield CVS, Inc.	1	CVS Pharmacy, Inc.
McNair Farms CVS, Inc.	1	CVS Pharmacy, Inc.
Meadowbrook Newark CVS, Inc.	1	CVS Pharmacy, Inc.
Media CVS, Inc.	1	CVS Pharmacy, Inc.
Merchant Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Meridan West Main CVS, Inc.	1	CVS Pharmacy, Inc.
Meriden Parkade CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Meriden Road CVS, Inc.	1	CVS Pharmacy, Inc.
Meriden Drug CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Mesa Brown CVS, L.L.C.	1	CVS Pharmacy, Inc.
Michigan Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Middle River CVS, Inc.	1	CVS Pharmacy, Inc.
Middle Smithfield Township CVS, Inc.	1	CVS Pharmacy, Inc.
Middletown CVS, Inc.	1	CVS Pharmacy, Inc.
Middletown Township CVS, Inc.	1	CVS Pharmacy, Inc.
Milford Broad St. CVS, Inc.	1	CVS Pharmacy, Inc.
Millbourne CVS, Inc.	1	CVS Pharmacy, Inc.
Milwaukee Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Mineral Spring Ave. CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Minnesota CVS Pharmacy, L.L.C.	1	CVS MN Holding Company, L.L.C.
Mint Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Mississippi CVS Pharmacy, L.L.C.	3	CVS Pharmacy, Inc.
Missouri CVS Pharmacy, L.L.C.	30	CVS Pharmacy, Inc.
Mogadore CVS, Inc.	1	CVS Pharmacy, Inc.
Mokena CVS, L.L.C.	1	CVS Pharmacy, Inc.
Monroe CVS, Inc.	1	CVS Pharmacy, Inc.
Montana CVS Pharmacy, L.L.C.	8	CVS Caremark Corporation
Montrose Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Morrisville CVS, Inc.	1	CVS Pharmacy, Inc.
Morrow CVS, Inc.	1	CVS Pharmacy, Inc.
Mounds View MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Mount Carmel Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Mountain Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Mt. Joy CVS, Inc.	1	CVS Pharmacy, Inc.
Mt. Morris CVS, Inc.	1	CVS Pharmacy, Inc.
Mt. Pleasant CVS, Inc.	1	CVS Pharmacy, Inc.
Mundelein CVS, L.L.C.	1	CVS Pharmacy, Inc.
Murray CVS, Inc.	1	CVS Pharmacy, Inc.
Nashville CVS, L.L.C.	1	CVS IN Distribution, Inc.
Naugatuck Bridge St. CVS, Inc.	1	CVS Pharmacy, Inc.
Nebraska CVS Pharmacy, L.L.C.	4	CVS Pharmacy, Inc.
NEC Main CVS, Inc.	1	CVS Pharmacy, Inc.
NEC Montgomery CVS, L.L.C.	1	CVS Pharmacy, Inc.
Nevada CVS Pharmacy, L.L.C.	38	CVS NV Holding Company, L.L.C.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
New Britain CVS, Inc.	1	CVS Pharmacy, Inc.
New Britain Township CVS, Inc.	1	CVS Pharmacy, Inc.
New Haven Crown CVS, Inc.	1	CVS Pharmacy, Inc.
New Hope MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
New Jersey Avenue CVS, L.L.C.	1	CVS of DC and VA, Inc.
New Jersey CVS Pharmacy, L.L.C.	224	CVS Pharmacy, Inc.
New Lenox CVS, L.L.C.	1	CVS Pharmacy, Inc.
New London Ocean Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
New London Turnpike CVS, Inc.	1	CVS Pharmacy, Inc.
Newark East Main CVS, Inc.	1	CVS Pharmacy, Inc.
Newington Cedar CVS, Inc.	1	CVS Pharmacy, Inc.
Newman CVS, Inc.	1	CVS Pharmacy, Inc.
Newport CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Newtown CVS, Inc.	1	CVS Pharmacy, Inc.
Niles CVS, Inc.	1	CVS Pharmacy, Inc.
Niles CVS, L.L.C.	1	CVS Pharmacy, Inc.
Norristown CVS, Inc.	1	CVS Pharmacy, Inc.
North Carolina Acquisition Corp.	1	CVS Pharmacy, Inc.
North Carolina CVS Pharmacy, L.L.C.	18	CVS Pharmacy, Inc.
North Charleston SC CVS, Inc.	1	CVS Pharmacy, Inc.
North Grace Lombard CVS, L.L.C.	1	CVS Pharmacy, Inc.
North Haven CVS, Inc.	1	CVS Pharmacy, Inc.
North Las Vegas CVS, L.L.C.	1	CVS Pharmacy, Inc.
North Olmstead OH CVS, Inc.	1	CVS Pharmacy, Inc.
Northwest K Street CVS, Inc.	1	CVS Pharmacy, Inc.
Northwest M Street CVS, L.L.C.	1	CVS of DC and VA, Inc.
Norwalk Broad Street CVS, Inc.	1	CVS Pharmacy, Inc.
Norwich Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
Notre Dame CVS, Inc.	1	CVS Pharmacy, Inc.
Oak Lane CVS, Inc.	1	CVS Pharmacy, Inc.
Oak Ridge NC CVS, Inc.	1	CVS Pharmacy, Inc.
Oakwood CVS, Inc.	1	CVS Pharmacy, Inc.
Ocean City MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Ohio CVS Stores, L.L.C.	6	CVS Pharmacy, Inc.
Oklahoma CVS Pharmacy, L.L.C.	2	CVS Pharmacy, Inc.
Old Buncombe Road CVS, Inc.	1	CVS Pharmacy, Inc.
Old Greenwich CVS, Inc.	1	CVS Pharmacy, Inc.

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EntityName	Store Count by Entity	Owner
Old Hickory CVS, Inc.	1	CVS Pharmacy, Inc.
Old National CVS, Inc.	1	CVS Pharmacy, Inc.
Old Saybrook CVS, Inc.	1	CVS Pharmacy, Inc.
Orange CVS, Inc.	1	CVS Pharmacy, Inc.
Oregon Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
P Street CVS, Inc.	1	CVS Pharmacy, Inc.
PA CVS, Inc.	1	CVS Pharmacy, Inc.
Paoli, PA, CVS, Inc.	1	CVS Pharmacy, Inc.
Paria CVS, Inc.	1	CVS Pharmacy, Inc.
Park Street CVS, Inc.	1	CVS Pharmacy, Inc.
Parkwood Circle CVS, Inc.	1	CVS Pharmacy, Inc.
Parsonage CVS, Inc.	1	CVS Pharmacy, Inc.
Pataaskala CVS, L.L.C.	1	Revco Discount Drug Centers, Inc.
Pawtucket CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Pawtucket Plaza CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Paxton Square CVS, Inc.	1	CVS Pharmacy, Inc.
Pecos Gilbert CVS, L.L.C.	1	CVS Pharmacy, Inc.
Penn - Daw CVS, Inc.	1	CVS of DC and VA, Inc.
Pennsauken CVS, Inc.	1	CVS Pharmacy, Inc.
Pennsylvania Ave. CVS, Inc.	1	CVS of DC and VA, Inc.
Pennsylvania Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Pennsylvania CVS Pharmacy, L.L.C.	20	CVS Pharmacy, Inc.
Peoria AZ CVS, L.L.C.	1	CVS Pharmacy, Inc.
Perry Highway CVS, Inc.	1	CVS Pharmacy, Inc.
Pershing Drive CVS, Inc.	1	CVS Pharmacy, Inc.
Phila Sun CVS, Inc.	1	CVS Pharmacy, Inc.
Philadelphia Broad CVS, Inc.	1	CVS Pharmacy, Inc.
Philadelphia Foxchase CVS, Inc.	1	CVS Pharmacy, Inc.
Philadelphia Frankford CVS, Inc.	1	CVS Pharmacy, Inc.
Philadelphia Harbison CVS, Inc.	1	CVS Pharmacy, Inc.
Philadelphia PA CVS, Inc.	1	CVS Pharmacy, Inc.
Philadelphia South Street CVS, Inc.	1	CVS Pharmacy, Inc.
Philly Broad Street CVS, Inc.	1	CVS Pharmacy, Inc.
Pigeon Forge TN CVS, Inc.	1	CVS Pharmacy, Inc.
Pinal County AZ CVS, L.L.C.	1	CVS Pharmacy, Inc.
Pio Nono Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Piper Glen CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Pittston CVS, Inc.	1	CVS Pharmacy, Inc.
Plainfield CVS, Inc.	1	CVS Pharmacy, Inc.
Plainfield IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Plainville East CVS, Inc.	1	CVS Pharmacy, Inc.
Plymouth MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Port Huron CVS, Inc.	1	CVS Pharmacy, Inc.
Porters Pass CVS, Inc.	1	CVS Pharmacy, Inc.
Portsmouth CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Post Office Square CVS, Inc.	1	CVS Pharmacy, Inc.
Pottstown High Street CVS, Inc.	1	CVS Pharmacy, Inc.
Powell OH CVS, Inc.	1	CVS Pharmacy, Inc.
Prospect CVS, Inc.	1	CVS Pharmacy, Inc.
Prospect Park CVS, Inc.	1	CVS Pharmacy, Inc.
Providence Charlotte CVS, Inc.	1	CVS Pharmacy, Inc.
Providence Road CVS, Inc.	1	CVS Pharmacy, Inc.
Putnam Pike CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Quakertown CVS, Inc.	1	CVS Pharmacy, Inc.
Queen Anne Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Quention Road CVS, Inc.	1	CVS Pharmacy, Inc.
Race Street CVS, Inc.	1	CVS Pharmacy, Inc.
Raleigh CVS, Inc.	1	CVS Pharmacy, Inc.
Raleigh Millbrook CVS, Inc.	1	CVS Pharmacy, Inc.
Ralph's Corner CVS, Inc.	1	CVS Pharmacy, Inc.
Ray McClintock CVS, L.L.C.	1	CVS Pharmacy, Inc.
Rea & Derick, Inc.	67	CVS of DC and VA, Inc.
Reading, Penna., CVS, Inc.	1	CVS Pharmacy, Inc.
Recker Mesa CVS, L.L.C.	1	CVS Pharmacy, Inc.
Reed Street CVS, Inc.	1	CVS Pharmacy, Inc.
Rehoboth Beach CVS, Inc.	1	CVS Pharmacy, Inc.
Reidville Drive CVS, Inc.	1	CVS Pharmacy, Inc.
Reston Plaza America CVS, Inc.	1	CVS Pharmacy, Inc.
Revco Discount Drug Centers, Inc.	895	CVS Caremark Corporation
Revco Drug Stores, Inc.	5	Revco Discount Drug Centers, Inc.
Reynoldsburg CVS, Inc.	1	CVS Pharmacy, Inc.
Rhode Island CVS Pharmacy, L.L.C.	2	CVS Pharmacy, Inc.
Richboro Market CVS, Inc.	1	CVS Pharmacy, Inc.
Richmond CVS, Inc.	1	CVS Pharmacy, Inc.

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EntityName	Store Count by Entity	Owner
Richmond Highway CVS, Inc.	1	CVS Pharmacy, Inc.
Richmond RI CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Richmond Woodman CVS, Inc.	1	CVS Pharmacy, Inc.
Ridgefield Grove CVS, Inc.	1	CVS Pharmacy, Inc.
Ridley Acres CVS, Inc.	1	CVS Pharmacy, Inc.
Ridley CVS, Inc.	1	CVS Pharmacy, Inc.
Rising Sun CVS, Inc.	1	CVS Pharmacy, Inc.
River Forest CVS, L.L.C.	1	CVS Pharmacy, Inc.
Riverdale IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Riverwatch CVS, Inc.	1	CVS Pharmacy, Inc.
Robious CVS, Inc.	1	CVS Pharmacy, Inc.
Rockingham CVS, L.L.C.	1	CVS MI Distribution, Inc.
Rockville MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Rockville Pike CVS, Inc.	1	CVS Pharmacy, Inc.
Rocky Hill Cromwell CVS, Inc.	1	CVS Pharmacy, Inc.
Rocky Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Rolling Meadows CVS, L.L.C.	1	CVS Pharmacy, Inc.
Roosevelt CVS, L.L.C.	1	CVS Pharmacy, Inc.
Roper Mountain Road CVS, Inc.	1	CVS Pharmacy, Inc.
Rosa Narg CVS, Inc.	1	CVS Pharmacy, Inc.
Rosemont PA CVS, Inc.	1	CVS Pharmacy, Inc.
Roswell CVS, Inc.	1	CVS Pharmacy, Inc.
Roswell Rivermont Station CVS, Inc.	1	CVS Pharmacy, Inc.
Round Lake CVS, L.L.C.	1	CVS Pharmacy, Inc.
Route 202 Whitpain CVS, Inc.	1	CVS Pharmacy, Inc.
Roxborough CVS, Inc.	1	CVS Pharmacy, Inc.
Royersford CVS, Inc.	1	CVS Pharmacy, Inc.
Russell FL Apache CVS, L.L.C.	1	CVS Pharmacy, Inc.
Sagev CVS, L.L.C.	1	CVS Pharmacy, Inc.
Sem Furr Road CVS, Inc.	1	CVS Pharmacy, Inc.
Sandusky CVS, Inc.	1	CVS Pharmacy, Inc.
Sandy Plains CVS, Inc.	1	CVS Pharmacy, Inc.
Sayre CVS, Inc.	1	CVS Pharmacy, Inc.
Schaumburg CVS, L.L.C.	1	CVS Pharmacy, Inc.
Schnecksville CVS, Inc.	1	CVS Pharmacy, Inc.
Scranton Davis CVS, Inc.	1	CVS Pharmacy, Inc.
Scranton Main CVS, Inc.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
SEC CVS, Inc.	1	CVS Pharmacy, Inc.
Sedalia NC CVS, Inc.	1	CVS Pharmacy, Inc.
Sedwick Durham CVS, L.L.C.	1	CVS IN Distribution, Inc.
Senip CVS, L.L.C.	1	CVS Pharmacy, Inc.
Severn CVS, Inc.	1	CVS Pharmacy, Inc.
Seymour CVS, Inc.	1	CVS Pharmacy, Inc.
Shallowford Road CVS, Inc.	1	CVS Pharmacy, Inc.
Shamokin CVS, Inc.	1	CVS Pharmacy, Inc.
Sharon Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Sheffield Avenue CVS, L.L.C.	1	CVS RX Services, Inc.
Shelby Township CVS, Inc.	1	CVS Pharmacy, Inc.
Shelbyville Main CVS, Inc.	1	CVS Pharmacy, Inc.
Shoemakerville CVS, Inc.	1	CVS Pharmacy, Inc.
Shoppers Village CVS, Inc.	1	CVS Pharmacy, Inc.
Shopperstown CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Showalter CVS, Inc.	1	CVS Pharmacy, Inc.
Sibley Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Sillington Road CVS, Inc.	1	CVS Pharmacy, Inc.
Silver Hill CVS, Inc.	1	CVS Pharmacy, Inc.
Silverbrook CVS, Inc.	1	CVS Pharmacy, Inc.
Silverton CVS, Inc.	1	CVS Pharmacy, Inc.
Simsbury CVS, Inc.	1	CVS Pharmacy, Inc.
Skokie CVS, L.L.C.	1	CVS Pharmacy, Inc.
Smith Palatine CVS, L.L.C.	1	CVS Pharmacy, Inc.
Smyrna Concord Road CVS, Inc.	1	CVS Pharmacy, Inc.
Smyrna CVS, Inc.	1	CVS Pharmacy, Inc.
Snelville CVS, Inc.	1	CVS Pharmacy, Inc.
Snelville GA CVS, Inc.	1	CVS Pharmacy, Inc.
Socastee SC CVS, Inc.	1	CVS Pharmacy, Inc.
Souderton CVS, Inc.	1	CVS Pharmacy, Inc.
South Brook CVS, Inc.	1	CVS Pharmacy, Inc.
South Carolina CVS Pharmacy, L.L.C.	7	CVS Pharmacy, Inc.
South Carolina CVS, Inc.	1	CVS Pharmacy, Inc.
South Lincoln Newtown CVS, Inc.	1	CVS Pharmacy, Inc.
South Lyon CVS, Inc.	1	CVS Pharmacy, Inc.
South Philadelphia CVS, Inc.	1	CVS Pharmacy, Inc.
South Providence CVS, Inc.	1	Cranston-Reservoir CVS, Inc.

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EntityName	Store Count by Entity	Owner
South Wabaah CVS, L.L.C.	1	CVS RX Services, Inc.
South Windsor CVS, Inc.	1	CVS Pharmacy, Inc.
Southbury CVS, Inc.	1	CVS Pharmacy, Inc.
Southern Greenfield CVS, L.L.C.	1	CVS Pharmacy, Inc.
Southern Tempe CVS, L.L.C.	1	CVS Pharmacy, Inc.
Southington Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
Southington Queen CVS, Inc.	1	CVS Pharmacy, Inc.
Sparkleberry Lane CVS, Inc.	1	CVS Pharmacy, Inc.
Springfield PA CVS, Inc.	1	CVS Pharmacy, Inc.
Springfield Spans CVS, Inc.	1	CVS Pharmacy, Inc.
Sproul Broomall CVS, Inc.	1	CVS Pharmacy, Inc.
St. Clair CVS, Inc.	1	CVS Pharmacy, Inc.
Stamford CVS, Inc.	1	CVS Pharmacy, Inc.
Stamford Hope Street CVS, Inc.	1	CVS Pharmacy, Inc.
Stamford Ridgeway CVS, Inc.	1	CVS Pharmacy, Inc.
Standard Drug Company	18	CVS Pharmacy, Inc.
State Park Road CVS, Inc.	1	CVS Pharmacy, Inc.
Stenton Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Sterrettanle Road CVS, Inc.	1	CVS Pharmacy, Inc.
Stone Mountain CVS, Inc.	1	CVS Pharmacy, Inc.
Stony Island Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Suffield CVS, Inc.	1	CVS Pharmacy, Inc.
Sugarloaf Parkway CVS, Inc.	1	CVS Pharmacy, Inc.
Sun Lakes CVS, L.L.C.	1	CVS Pharmacy, Inc.
Sunset Crossing CVS, Inc.	1	CVS Pharmacy, Inc.
Sunset Henderson CVS, L.L.C.	1	CVS Pharmacy, Inc.
Surprise CVS, L.L.C.	1	CVS Pharmacy, Inc.
Suwanee CVS, Inc.	1	CVS Pharmacy, Inc.
Swamp New Britain CVS, Inc.	1	CVS Pharmacy, Inc.
Swansea IL CVS, L.L.C.	1	CVS Pharmacy, Inc.
Swatara Square CVS, Inc.	1	CVS Pharmacy, Inc.
SWC CVS, Inc.	1	CVS Pharmacy, Inc.
Tannersville CVS, Inc.	1	CVS Pharmacy, Inc.
Tara Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
Telegraph CVS, Inc.	1	CVS Pharmacy, Inc.
Tennessee CVS Pharmacy, L.L.C.	5	CVS Pharmacy, Inc.
Third Lake CVS, L.L.C.	1	CVS Pharmacy, Inc.

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Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Thomas Phoenix CVS, L.L.C.	1	CVS RX Services, Inc.
Thornbury CVS, Inc.	1	CVS Pharmacy, Inc.
Thorndale PA CVS, Inc.	1	CVS Pharmacy, Inc.
Tiverton CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Tolland CVS, Inc.	1	CVS Pharmacy, Inc.
Toombs Avenue CVS, L.L.C.	1	CVS IN Distribution, Inc.
Torresdale CVS, Inc.	1	CVS Pharmacy, Inc.
Torrington Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
Towanda CVS, Inc.	1	CVS Pharmacy, Inc.
Tower CVS, Inc.	1	CVS Pharmacy, Inc.
Towne Lake Parkway CVS, Inc.	1	CVS Pharmacy, Inc.
Trappe CVS, Inc.	1	CVS Pharmacy, Inc.
Tucker CVS, Inc.	1	CVS Pharmacy, Inc.
Tucson AZ CVS, L.L.C.	1	CVS Pharmacy, Inc.
Twenty Third Falmount CVS, Inc.	1	CVS Pharmacy, Inc.
Tyrone CVS, Inc.	1	CVS Pharmacy, Inc.
Union Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
Union Lehigh CVS, Inc.	1	CVS Pharmacy, Inc.
University Mesa CVS, L.L.C.	1	CVS Pharmacy, Inc.
University St. Paul CVS, L.L.C.	1	CVS Pharmacy, Inc.
University-Wheaton CVS, Inc.	1	CVS of DC and VA, Inc.
Upper Gwynedd CVS, Inc.	1	CVS Pharmacy, Inc.
Upper Hembree CVS, Inc.	1	CVS Pharmacy, Inc.
Upper Uwchlan CVS, Inc.	1	CVS Pharmacy, Inc.
Valley Verde NV CVS, L.L.C.	1	CVS Pharmacy, Inc.
Vernon CVS, Inc.	1	CVS Pharmacy, Inc.
Village Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Vine & Taft CVS, Inc.	1	CVS Pharmacy, Inc.
Vinings Jubilee CVS, Inc.	1	CVS Pharmacy, Inc.
Virginia CVS Pharmacy, L.L.C.	10	CVS Pharmacy, Inc.
W. Ponce DeLeon CVS, Inc.	1	CVS Pharmacy, Inc.
Wadsworth CVS, Inc.	1	CVS Pharmacy, Inc.
Wadsworth High Street CVS, Inc.	1	CVS Pharmacy, Inc.
Wake Forest CVS, Inc.	1	CVS Pharmacy, Inc.
Waldorf MD CVS, L.L.C.	1	CVS of Maryland, Inc.
Walnut Hill Plaza CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Walnut Street CVS, Inc.	1	CVS Pharmacy, Inc.

FEDERAL TRADE COMMISSION DECISIONS
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Decision and Order

Privileged and Highly Confidential

CVS/pharmacy
Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
Warm Springs Rainbow CVS, L.L.C.	1	CVS Pharmacy, Inc.
Warm Springs Road CVS, L.L.C.	3	CVS Pharmacy, Inc.
Warner McQueen CVS, L.L.C.	1	CVS Pharmacy, Inc.
Warren Avenue CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Warren CVS, L.L.C.	1	CVS MI Distribution, Inc.
Warren R.I. CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Warwick City Hall CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Warwick Neck CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Washington Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Washington Connecticut CVS, Inc.	1	CVS Pharmacy, Inc.
Washington E Street CVS, Inc.	1	CVS Pharmacy, Inc.
Washington Lamb CVS, L.L.C.	1	CVS RX Services, Inc.
Waterbury Chase CVS, Inc.	1	CVS Pharmacy, Inc.
Waterbury West Main CVS, Inc.	1	CVS Pharmacy, Inc.
Waterbury Westwood CVS, Inc.	1	CVS Pharmacy, Inc.
Waterford Boston Post CVS, Inc.	1	CVS Pharmacy, Inc.
Waterway Drive CVS, Inc.	1	CVS Pharmacy, Inc.
Weukegan CVS, L.L.C.	1	CVS Pharmacy, Inc.
Waverly TN CVS, Inc.	1	CVS Pharmacy, Inc.
Wayne Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Wayne CVS, Inc.	1	CVS Pharmacy, Inc.
Webster Avenue CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
West Aspetuck CVS, Inc.	1	CVS Pharmacy, Inc.
West Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
West Broad Street CVS, Inc.	1	CVS of DC and VA, Inc.
West Calhoun CVS, Inc.	1	CVS Pharmacy, Inc.
West Chester Pike CVS, Inc.	1	CVS Pharmacy, Inc.
West College Ave CVS, Inc.	1	CVS Pharmacy, Inc.
West Hartford Boulevard CVS, Inc.	1	CVS Pharmacy, Inc.
West Hartford CVS, Inc.	1	CVS Pharmacy, Inc.
West Hartford Route 4 CVS, Inc.	1	CVS Pharmacy, Inc.
West Hubbard CVS, L.L.C.	1	CVS Pharmacy, Inc.
West Hunter Street CVS, L.L.C.	1	CVS VA Distribution, Inc.
West Jackson CVS, L.L.C.	1	CVS Pharmacy, Inc.
West Lemon CVS, Inc.	1	CVS Pharmacy, Inc.
West Warwick CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
West Warwick Main Street CVS, Inc.	1	Cranston-Reservoir CVS, Inc.

Decision and Order

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CVS/pharmacy
Rx Store Entities with Store Count

EntityName	Store Count by Entity	Owner
West Warwick Providence CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Western Chic CVS, L.L.C.	1	CVS Pharmacy, Inc.
Westland MI CVS, L.L.C.	1	CVS Pharmacy, Inc.
Wethersfield CVS, Inc.	1	CVS Pharmacy, Inc.
Whalley Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Wheaton CVS, L.L.C.	1	CVS Pharmacy, Inc.
White Bear Lake CVS, L.L.C.	1	CVS Pharmacy, Inc.
White Cross Stores, Inc. No. 14	58	Revco Discount Drug Centers, Inc.
White Lake CVS, Inc.	1	CVS Pharmacy, Inc.
Whitpain CVS, Inc.	1	CVS Pharmacy, Inc.
Williamsburg CVS, Inc.	1	CVS Pharmacy, Inc.
Willimantic Main Street CVS, Inc.	1	CVS Pharmacy, Inc.
Wilmer Road CVS, L.L.C.	1	CVS IN Distribution, Inc.
Wilmore Washington CVS, L.L.C.	1	CVS IN Distribution, Inc.
Wilson Boulevard CVS, Inc.	1	CVS of DC and VA, Inc.
Wilton CT CVS, Inc.	1	CVS Pharmacy, Inc.
Windsor Broad Street CVS, Inc.	1	CVS Pharmacy, Inc.
Windsor CVS, Inc.	1	CVS Pharmacy, Inc.
Windward Plaza CVS, Inc.	1	CVS Pharmacy, Inc.
Winfield CVS, L.L.C.	1	CVS Pharmacy, Inc.
Winsted CVS, Inc.	1	CVS Pharmacy, Inc.
Wisconsin CVS Pharmacy, L.L.C.	25	CVS Pharmacy, Inc.
Woodbridge CVS, Inc.	1	CVS Pharmacy, Inc.
Woodbury MN CVS, L.L.C.	1	CVS Pharmacy, Inc.
Woodlawn Avenue CVS, Inc.	1	CVS Pharmacy, Inc.
Woodlawn Chicago CVS, L.L.C.	1	CVS Pharmacy, Inc.
Woodridge CVS, L.L.C.	1	CVS Pharmacy, Inc.
Woodruff Road CVS, Inc.	1	CVS Pharmacy, Inc.
Woodward Detroit CVS, L.L.C.	13	CVS Pharmacy, Inc.
Woonsocket CVS, Inc.	1	Cranston-Reservoir CVS, Inc.
Woonsocket Prescription Center, Inc.	1	Cranston-Reservoir CVS, Inc.
Wyoming MI CVS, Inc.	1	CVS Pharmacy, Inc.
Yardley CVS, Inc.	1	CVS Pharmacy, Inc.
Yeadon (Pa.) CVS, Inc.	1	CVS Pharmacy, Inc.
York Road CVS, Inc.	1	CVS Pharmacy, Inc.
Grand	6186	

Analysis to Aid Public Comment

**ANALYSIS OF CONSENT ORDER TO AID PUBLIC
COMMENT**

The Federal Trade Commission has accepted, subject to final approval, a consent agreement from CVS Caremark Corporation (“CVS”).

The proposed consent order has been placed on the public record for thirty (30) days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the Commission will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement and take appropriate action or make final the agreement’s proposed order.

The Commission’s proposed complaint alleges that CVS is in the business of selling prescription and non-prescription medicines and supplies, as well as other products. It operates, among other things, approximately 6,300 retail pharmacy stores in the United States (collectively, “CVS pharmacies”) and online and mail order pharmacy businesses. The company allows consumers buying products in CVS pharmacies to pay for their purchases with credit, debit and electronic benefit transfer cards; insurance cards; personal checks; or cash.

The complaint alleges that in conducting its business, CVS routinely obtains information from or about its customers, including, but not limited to, name; telephone number; address; date of birth; bank account number; payment card account number and expiration date; driver’s license number or other government-issued identification; prescription information, such as medication and dosage, prescribing physician name, address, and telephone number, health insurer name, and insurance account number and policy number; and Social Security number. The company also collects and maintains employment information from its employees, which includes, among other things, Social Security numbers.

Analysis to Aid Public Comment

The complaint further alleges that CVS engaged in a number of practices that, taken together, failed to provide reasonable and appropriate security for sensitive information from consumers and employees. In particular, CVS failed to: (1) implement policies and procedures to dispose securely of such information, including, but not limited to, policies and procedures to render the information unreadable in the course of disposal; (2) adequately train employees to dispose securely of such information; (3) use reasonable measures to assess compliance with its established policies and procedures for the disposal of such information; or (4) employ a reasonable process for discovering and remedying risks to such information.

The complaint alleges that as a result of these failures, CVS pharmacies discarded materials containing sensitive information in clear readable text (such as prescriptions, prescription bottles, pharmacy labels, computer printouts, prescription purchase refunds, credit card receipts, and employee records) in unsecured, publicly-accessible trash dumpsters on numerous occasions. For example, in July 2006 and continuing into 2007, television stations and other media outlets reported finding such information about customers and employees in unsecured dumpsters used by CVS pharmacies in at least 15 cities throughout the United States. When discarded in publicly-accessible dumpsters, such information can be obtained by individuals for purposes of identity theft or the theft of prescription medicines.

The proposed order applies to sensitive information about consumers and employees obtained by CVS. It contains provisions designed to prevent CVS from engaging in the future in practices similar to those alleged in the complaint.

Part I of the proposed order prohibits misrepresentations about the security, confidentiality, and integrity of sensitive information.

Part II of the order requires CVS to establish and maintain a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of such information (whether in paper or electronic format) about

Analysis to Aid Public Comment

consumers, employees, and those seeking to become employees. The order covers health and other sensitive information obtained by all CVS entities, including, but not limited to, retail pharmacies and the pharmacy benefit management business. The security program must contain administrative, technical, and physical safeguards appropriate to CVS's size and complexity, the nature and scope of its activities, and the sensitivity of the information collected from or about consumers and employees. Specifically, the order requires CVS to:

- Designate an employee or employees to coordinate and be accountable for the information security program.
- Identify material internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks.
- Design and implement reasonable safeguards to control the risks identified through risk assessment, and regularly test or monitor the effectiveness of the safeguards' key controls, systems, and procedures.
- Develop and use reasonable steps to select and retain service providers capable of appropriately safeguarding personal information they receive from CVS, and require service providers by contract to implement and maintain appropriate safeguards.
- Evaluate and adjust its information security programs in light of the results of testing and monitoring, any material changes to operations or business arrangements, or any other circumstances that it knows or has reason to know may have material impact on its information security program.

Analysis to Aid Public Comment

Part III of the proposed order requires CVS to obtain within one year, and on a biennial basis thereafter for a period of twenty (20) years, an assessment and report from a qualified, objective, independent third-party professional, certifying, among other things, that: (1) it has in place a security program that provides protections that meet or exceed the protections required by Part II of the proposed order; and (2) its security program is operating with sufficient effectiveness to provide reasonable assurance that the security, confidentiality, and integrity of sensitive consumer and employee information has been protected.

Parts IV through VIII of the proposed order are reporting and compliance provisions. Part IV requires CVS to retain documents relating to its compliance with the order. For most records, the order requires that the documents be retained for a five-year period. For the third-party assessments and supporting documents, CVS must retain the documents for a period of three years after the date that each assessment is prepared. Part V requires dissemination of the order now and in the future to persons with responsibilities relating to the subject matter of the order. Part VI ensures notification to the FTC of changes in corporate status. Part VII mandates that CVS submit a compliance report to the FTC within 90 days, and periodically thereafter as requested. Part VIII is a provision “sunsetting” the order after twenty (20) years, with certain exceptions.

The Commission conducted its investigation jointly with the Office for Civil Rights in the Department of Health and Human Services (“OCR-HHS”). Working together, the Commission and OCR-HHS each entered into separate but coordinated agreements with CVS to resolve all the issues of both agencies.

This is the Commission’s twenty-fourth case to challenge the failure by a company to implement reasonable information security practices, and the first case: (1) involving a health provider, (2) proceeding jointly with OCR-HHS, and (3) challenging the security of employee data.

Analysis to Aid Public Comment

The purpose of this analysis is to facilitate public comment on the proposed order. It is not intended to constitute an official interpretation of the proposed order or to modify its terms in anyway.

INTERLOCUTORY, MODIFYING,
VACATING, AND MISCELLANEOUS
ORDERS

IN THE MATTER OF

**WHOLE FOODS MARKET, INC.,
AND
WILD OATS MARKETS, INC.**

Docket No. 9324 Order, January 28, 2009

Order granting Whole Foods Market's motion to withdraw the matter from adjudication for the purpose of considering a consent agreement.

**ORDER WITHDRAWING MATTER FROM ADJUDICATION UNTIL
FEBRUARY 5, 2009**

Respondent Whole Foods Market, Inc., has moved, pursuant to Rule 3.25(b) of the Commission Rules of Practice, to withdraw this matter from adjudication for the purpose of considering a proposed consent agreement. Respondent also requests that its motion and attachments thereto be treated as non-public. Complaint counsel have taken no position with respect to Respondent's motion. The ALJ has certified the motion to the Commission, pursuant to Rule 3.25(d).

Upon consideration of the motion, the Commission has determined to withdraw this matter from adjudication for five (5) business days. Absent another order by the Commission, this matter will revert to Part 3 adjudicative status at 12:01 a.m. on Thursday, February 5th.

With regard to Respondent's request for non-public treatment of its motion and attachments thereto, pursuant to Rule 3.25(b), Respondent's proposed Agreement Containing Consent Order and proposed Decision and Order will not be placed on the public record unless and until accepted by the Commission. We can discern no

Interlocutory Orders, Etc.

good reason, however, for according non-public treatment to Respondent's motion and other attachments. There is a strong presumption that the public has a right to know what is happening in the Commission's litigation, and Respondent has made no showing to justify keeping these materials off the public record. Accordingly,

IT IS ORDERED THAT Respondent's request to withdraw this matter from adjudication is **GRANTED**. This matter is withdrawn from adjudication until 12:01 a.m. on Thursday, February 5, 2009, at which time it will return to adjudicative status under Part 3 of the Commission Rules of Practice.

IT IS FURTHER ORDERED THAT Respondent's request for non-public treatment of its motion and attachments thereto is **GRANTED IN PART AND DENIED IN PART**, as follows:

1. The attachments to Respondent's motion titled Agreement Containing Consent Order and proposed Decision and Order will not be placed on the public record unless and until accepted by the Commission, and
2. Respondent's motion and remaining attachments thereto will be placed on the public record.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

**NATIVE ESSENCE HERB COMPANY,
MARK J. HERSHISER,
AND
MARIANNE HERSHISER**

Docket No. 9328 Order, January 29, 2009

Order granting complaint counsel's and respondents' joint motion to withdraw the matter from adjudication for the purpose of considering a consent agreement.

**ORDER WITHDRAWING MATTER FROM ADJUDICATION FOR THE
PURPOSE OF CONSIDERING A PROPOSED CONSENT AGREEMENT**

Complaint Counsel and Respondents having jointly moved that this matter be withdrawn from adjudication to enable the Commission to consider a proposed Consent Agreement, and having submitted a proposed Consent Agreement containing a proposed Order, executed by the Respondents and by Complaint Counsel and approved by the Director of the Bureau of Consumer Protection, which, if accepted by the Commission, would resolve this matter in its entirety;

IT IS ORDERED, pursuant to Rule 3.25(c) of the Commission Rules of Practice, 16 C.F.R. § 3.25(c) (2009), that this matter in its entirety be and it hereby is withdrawn from adjudication, and that all proceedings before the Administrative Law Judge be and they hereby are stayed pending a determination by the Commission with respect to the proposed Consent Agreement, pursuant to Rule 3.25(f), 16 C.F.R. § 3.25(f); and

Interlocutory Orders, Etc.

IT IS FURTHER ORDERED, pursuant to Rule 3.25(b) of the Commission Rules of Practice, 16 C.F.R. § 3.25(b), that the proposed Consent Agreement not be placed on the public record unless and until it is accepted by the Commission.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

**CRH PLC,
OLDCASTLE, INC.,
OLDCASTLE ARCHITECTURAL, INC.,
ROBERT SCHLEGEL,
AND
PAVESTONE COMPANY, LP**

Docket No. 9335 Order, January 29, 2009

Order granting complaint counsel's and respondents' joint motion to dismiss the complaint.

ORDER DISMISSING COMPLAINT

On January 14, 2009, the Federal Trade Commission issued the Administrative Complaint in this matter, having reason to believe that Respondents CRH plc ("CRH"), Oldcastle, Inc. (wholly owned by CRH), and Oldcastle Architectural, Inc. (an indirect subsidiary of CRH) -- and Robert Schlegel and Pavestone Company, LP (collectively, "Pavestone") -- had entered into an acquisition agreement which, if consummated, would violate 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. Complaint Counsel and the Respondents have now filed a Joint Motion to Dismiss Complaint, which states that the Respondents have decided not to proceed with the proposed acquisition by Oldcastle Architectural, Inc. of the Pavestone companies -- and that CRH has withdrawn its Hart-Scott-Rodino Notification and Report Forms filed for the proposed transaction -- and requests that the Commission dismiss the complaint.¹

¹ *Joint Motion to Dismiss Complaint* (January 15, 2009) ("Joint Motion"), available on the Adjudicative Proceedings page for this case at <http://www.ftc.gov/os/adjpro/d9335/index.shtm>.

Interlocutory Orders, Etc.

The Commission has determined to dismiss the Administrative Complaint without prejudice as the most important elements of the relief set out in the Notice of Contemplated Relief in the Administrative Complaint have been accomplished without the need for further administrative litigation.² In particular, the Respondents have announced that they have decided not to proceed with the proposed acquisition, and CRH has withdrawn its Hart-Scott-Rodino Notification and Report Forms filed for the proposed transaction. As a consequence, the Respondents would not be able to effect the proposed transaction without filing new Hart-Scott-Rodino Notification and Report Forms.

For the foregoing reasons, the Commission has determined that the public interest warrants dismissal of the Administrative Complaint in this matter. The Commission has determined to do so without prejudice, however, because it is not reaching a decision on the merits. Accordingly,

² See *In the Matter of Inova Health System Foundation, and Prince William Health System, Inc.*, Docket No. 9326, Order Dismissing Complaint (June 17, 2008), available at <http://www.ftc.gov/os/adjpro/d9326/080617orderdismisscmpt.pdf>; accord, *In the Matter of Red Sky Holdings LP, and Newpark Resources, Inc.*, Docket No. 9333, Order Dismissing Complaint (December 10, 2008), available at <http://www.ftc.gov/os/adjpro/d9333/081210redskycmpt.pdf>; *In the Matter of Equitable Resources, Inc., Dominion Resources, Inc., Consolidated Natural Gas Company, and The Peoples Natural Gas Company*, Docket No. 9322, Order Dismissing Complaint (January 31, 2008) (Public Version), available at <http://www.ftc.gov/os/adjpro/d9322/080204complaint.pdf>; *In the Matter of Swedish Match North America Inc., and National Tobacco Company, L.P.*, Docket No. 9296 (*Swedish Match*), Order Dismissing Complaint (January 4, 2001), available at <http://www.ftc.gov/os/2001/01/swedishdismisscmp.htm>; *In the Matter of H.J. Heinz Company, Milnot Holding Corporation, and Madison Dearborn Capital Partners, L.P.*, Docket No. 9295 (*H.J. Heinz*), Order Dismissing Complaint (December 4, 2001), available at <http://www.ftc.gov/os/2001/12/heinzorder.pdf>.

Interlocutory Orders, Etc.

IT IS ORDERED THAT the Administrative Complaint in this matter be, and it hereby is, dismissed without prejudice.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF**POLYPORE INTERNATIONAL, INC.***Docket No. 9327 Order, February 2, 2009*

Order granting complaint counsel's motion for court enforcement of a subpoena directed to Nippon Sheet Glass and certified to the Commission on January 23, 2009.

ORDER

On January 23, 2009, Complaint Counsel filed a Motion for Certification to the Commission for Court Enforcement of a subpoena in this matter, in order for Complaint Counsel to conduct a deposition of Nippon Sheet Glass ("NSG") in Japan. On January 28, 2009, Complaint Counsel filed a Supplemental Statement of Counsel. By email dated January 29, 2009, to the Office of Administrative Law Judges, Respondent indicated that it does not oppose Complaint Counsel's motion. On January 29, 2009, Administrative Law Judge D. Michael Chappell certified Complaint Counsel's motion to the Commission, with the recommendation that the Commission facilitate the procedures necessary to conduct a voluntary deposition of NSG's corporate representative in Japan. The Commission has determined to grant Complaint Counsel's motion. Accordingly,

IT IS ORDERED THAT the Acting General Counsel of the Commission or his delegate be, and he or she hereby is, authorized, pursuant to Section 9 of the Federal Trade Commission Act, and directed to take appropriate action to enforce complaint counsel's subpoena to Nippon Sheet Glass.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

**WHOLE FOODS MARKET, INC.,
AND
WILD OATS MARKETS, INC.**

Docket No. 9324 Order, February 4, 2009

Order granting an extension of the withdrawal from adjudication.

**ORDER EXTENDING WITHDRAWAL OF MATTER FROM
ADJUDICATION UNTIL MARCH 6, 2009**

On January 28, 2009, the Commission withdrew this matter from adjudication until 12:01 a.m. on February 5, 2009. The Commission has now determined to extend the withdrawal of this matter from adjudication. Absent another order by the Commission, this matter will revert to Part 3 adjudicative status at 5:00 p.m. on Friday, March 6th. Accordingly,

IT IS ORDERED THAT the withdrawal of this matter from adjudication be, and it hereby is, extended until 5:00 p.m. on March 6, 2009, at which time it will return to adjudicative status under Part 3 of the Commission Rules of Practice.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

GETINGE AB
AND
DATASCOPE CORPORATION

FTC File No. 091 0000 Decision, February 27, 2009

**LETTER NOTIFYING OF THE APPOINTMENT OF AN INTERIM
MONITOR**

Dear Ms. Williams:

This letter notifies Getinge AB (“Getinge”) that the Federal Trade Commission has approved the appointment of Quantic Regulatory Services, LLC as the Interim Monitor, and has approved the Interim Monitor agreement by and between Quantic Regulatory Services, LLC and Getinge AB, dated February 12, 2009, pursuant to Paragraph III of the Decision and Order in the above-referenced matter.

In according its approval, the Commission has relied on the information submitted and representations made by Getinge and has assumed them to be accurate and complete.

By direction of the Commission, Commissioner Harbour recused.

Interlocutory Orders, Etc.

IN THE MATTER OF

**WHOLE FOODS MARKET, INC.
and
WILD OATS MARKETS, INC.**

Docket No. 9324 Decision, March 5, 2009

Letter approving the Divestiture Trustee Agreement.

LETTER APPROVING DIVESTITURE TRUSTEE AGREEMENT

Dear Mr. Denis:

This letter notifies Respondent Whole Foods Market, Inc. (“Whole Foods”) that the Federal Trade Commission has approved the Divestiture Trustee Agreement Between The Food Partners LLC and Whole Foods Market, Inc. in this matter.

In according its approval, the Commission has relied upon the information submitted and representations made by Whole Foods and has assumed them to be accurate and complete.

By direction of the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

RAMBUS INCORPORATED

Docket No. 9302 Order, March 6, 2009

Order granting complaint counsel's motion to withdraw the matter from adjudication.

ORDER WITHDRAWING MATTER FROM ADJUDICATION

The Federal Trade Commission has considered Complaint Counsel's Motion to Withdraw This Matter From Adjudication, in which Respondent Rambus, Incorporated concurs, and has determined to grant the Motion. Accordingly,

IT IS ORDERED THAT this matter be, and it hereby is, withdrawn from adjudication under Part 3 of the Commission Rules of Practice, 16 C.F.R. Part 3, for the purpose of considering the proper resolution of this matter in light of the mandate of the United States Court of Appeals For the District of Columbia Circuit, and the application of Commission Rule of Practice 4.7, 16 C.F.R. § 4.7, is hereby suspended.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

**WHOLE FOODS MARKET, INC.,
AND
WILD OATS MARKETS, INC.**

Docket No. 9324 Order, March 6, 2009

Order issued by the Motions Commissioner.

ORDER WITHDRAWING MATTER FROM ADJUDICATION

The Commission has now accepted for public comment an Agreement Containing Consent Orders, including a proposed Decision and Order, which, if made final, would resolve this matter in its entirety. The Commission has therefore determined to withdraw this matter from adjudication, pursuant to Commission Rules 3.25(c),(e),(f), 16 C.F.R. §§ 3.25(c),(e),(f), effective at 5 p.m. today. Accordingly,

IT IS ORDERED THAT this matter be, and it hereby is, withdrawn from adjudication, effective at 5:00 p.m. Eastern Standard Time today.

By the Commission.

Interlocutory Orders, Etc.

IN THE MATTER OF

**CCC HOLDINGS INC.,
AND
AURORA EQUITY PARTNERS III L.P.***Docket No. 9334 Order March 13, 2009*

Order granting complaint counsel's and respondents' joint motion to dismiss the complaint.

ORDER DISMISSING COMPLAINT

On November 25, 2008, the Federal Trade Commission issued the Administrative Complaint in this matter, having reason to believe that Respondents CCC Holdings Inc. ("CCC") and Aurora Equity Partners III L.P. ("Aurora") had entered into a merger agreement which, if consummated, would violate Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18. Complaint Counsel and Respondents have now filed a Joint Motion to Dismiss Complaint in this matter. The Joint Motion states that Respondents have informed Complaint Counsel that they are abandoning the proposed merger; that CCC and Aurora have withdrawn their Hart-Scott-Rodino Notification and Report Forms filed for the proposed transaction; and that the complaint is now moot.¹

The Commission has determined to dismiss the Administrative Complaint without prejudice, as the most important elements of the relief set out in the Notice of Contemplated Relief in the Administrative Complaint have been accomplished without the need

¹ *Joint Motion to Dismiss Complaint* (March 12, 2009), available on the *Adjudicative Proceedings* page for this case at <http://www.ftc.gov/os/adjpro/d9334/index.shtm>.

Interlocutory Orders, Etc.

for further administrative litigation.² In particular, Respondents have announced that they have decided not to proceed with the proposed merger, and both CCC and Aurora have withdrawn the Hart-Scott-Rodino Notification and Report Forms they respectively filed for the proposed transaction. As a consequence, Respondents would not be able to effect the proposed transaction without filing new Hart-Scott-Rodino Notification and Report Forms.

For the foregoing reasons, the Commission has determined that the public interest warrants dismissal of the Administrative Complaint in this matter. The Commission has determined to do so without prejudice, however, because it is not reaching a decision on the merits. Accordingly,

IT IS ORDERED THAT the Administrative Complaint in this matter be, and it hereby is, dismissed without prejudice; and

IT IS FURTHER ORDERED THAT the Joint Motion To Amend the Hearing Date filed by Complaint Counsel and Respondents on March 9, 2009, and certified to the Commission by Administrative Law Judge Chappell, be, and it hereby is, denied as moot.

By the Commission, Commissioner Rosch recused.

² See *In the Matter of Inova Health System Foundation, and Prince William Health System, Inc.*, Docket No. 9326, Order Dismissing Complaint (June 17, 2008), available at <http://www.ftc.gov/os/adjpro/d9326/080617orderdismisscmpt.pdf>; accord, *In the Matter of CRH plc, et al.*, Docket No. 9335, Order Dismissing Complaint (January 29, 2009), available at <http://www.ftc.gov/os/adjpro/d9335/index.shtm>; *In the Matter of Red Sky Holdings LP, et al.*, Docket No. 9333, Order Dismissing Complaint (December 10, 2008), available at <http://www.ftc.gov/os/adjpro/d9333/081210redskycmpt.pdf>; *In the Matter of Equitable Resources, Inc., et al.*, Docket No. 9322, Order Dismissing Complaint (January 31, 2008) (Public Version), available at <http://www.ftc.gov/os/adjpro/d9322/080204complaint.pdf>.

Interlocutory Orders, Etc.

IN THE MATTER OF

RAMBUS INCORPORATED*Docket No. 9302 Order, May 12, 2009*

Order to return the matter to adjudication and dismiss the complaint.

**ORDER RETURNING MATTER TO ADJUDICATION AND
DISMISSING COMPLAINT**

On March 6, 2009, the Commission issued an Order granting Complaint Counsel's unopposed motion to withdraw this matter from adjudication – and suspending the application of Rule 4.7, 16 C.F.R. § 4.7 – for the purpose of considering the proper resolution of this matter in light of the mandate of the United States Court of Appeals for the District of Columbia Circuit. The Commission finds that further litigation in this matter would not be in the public interest. Accordingly,

IT IS ORDERED that this matter be, and it hereby is, returned to adjudication; and

IT IS FURTHER ORDERED that the complaint in this matter be, and it hereby is, dismissed.

By the Commission.

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IN THE MATTER OF

**WHOLE FOODS MARKET, INC.,
AND
WILD OATS MARKETS, INC.**

Docket No. 9324 Order, May 21, 2009

Order addressing Gelson's Markets' claims that Whole Foods Markets, Inc. violated the protective order by using Gelson's confidential documents for purposes that are outside the scope of the administrative proceeding.

**ORDER DENYING GELSON'S MARKETS' MOTION TO ENFORCE
PROTECTIVE ORDER**

Gelson's Markets has filed a motion requesting that the Commission enforce the Protective Order Governing Confidential Information ("Protective Order") – which the Commission issued in this administrative proceeding on October 10, 2008 – and "direct Whole Foods' counsel to return all of Gelson's documents immediately without retaining copies or summaries thereof." The Commission has considered the arguments made by Gelson's Markets and by Whole Foods in response. In particular, the Commission notes that paragraph 12 of the Protective Order provides that "the parties shall return documents obtained in this action to their submitters . . ." at "the conclusion of [the administrative] proceeding . . ." This administrative proceeding has not yet ended; it will end when the Commission determines to accord final approval to the Decision and Order accepted for public comment, and the Decision and Order becomes final. Accordingly,

IT IS ORDERED THAT Gelson's Markets' request that the Commission order Whole Foods and its counsel to immediately return Gelson's confidential documents is **DENIED**; and

IT IS FURTHER ORDERED THAT when the Decision and Order in this matter becomes final, Whole Foods need not return any

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third-party documents that are subject to any outstanding discovery requests (including, but not limited to outstanding requests in *Kottaras v. Whole Foods Market, Inc.*, no. 1:08-cv-01832 (D.D.C.)), provided that Whole Foods complies with its obligations set forth in paragraph 11 of the Protective Order. At that time, pursuant to paragraph 12 of the Protective Order, Whole Foods must return all other documents obtained in this action to their submitters.

By the Commission.

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IN THE MATTER OF

**HEXION LLC,
AND
HUNTSMAN CORPORATION**

Docket No. C-4235 Order, June 4, 2009

Order granting in part the respondents' petition to reopen and set aside the order.

**ORDER GRANTING IN PART PETITION TO REOPEN AND SET
ASIDE ORDERS**

On February 5, 2009, Respondent Hexion LLC ("Hexion") and Respondent Huntsman Corporation ("Huntsman") jointly filed a "Petition of Hexion LLC and Huntsman Corporation to Reopen and Set Aside Orders" ("Petition") seeking to reopen and set aside the Commission's Decision and Order and Order to Maintain Assets contained in Docket No. C-4235 (collectively, the "Orders"), issued on November 13, 2008, and October 2, 2008, respectively. The Respondents' request was made pursuant to Section 5(b) of the Federal Trade Commission Act, 15 U.S.C. § 45(b), and Section 2.51 of the Commission's Rules of Practice and Procedure, 16 C.F.R. § 2.51. Respondents based their Petition on change of fact in that the Orders were premised upon Hexion's acquisition of Huntsman, but the Respondents have terminated their proposed merger, withdrawn their Premerger Notification Filings, and represent that they no longer intend to close the transaction.¹

For the reasons stated herein, the Commission has determined to grant the Petition to reopen the matter and to set aside the Orders as to Respondent Huntsman. The Commission has further determined to set aside the Order to Maintain Assets and to modify the Decision and Order as to Respondent Hexion. The modification of the

¹ Petition at 5. Petition Exhibit 5 at ¶ 8; Petition Exhibit 6 at ¶ 13.

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Decision and Order sets aside those requirements intended to remedy the anticompetitive effects of the proposed transaction, but imposes on Respondent Hexion a three (3) year requirement to seek the Commission's approval prior to any acquisition of any voting or nonvoting stock, share capital, equity, notes convertible into any voting or non-voting stock or certain assets of Huntsman, or any merger or other combination with Huntsman.

I. BACKGROUND

This matter arose from Hexion's proposed acquisition of Huntsman. Hexion and Huntsman entered into an agreement to merge on July 12, 2007, pursuant to which Hexion was to acquire all of Huntsman's outstanding voting securities. The Commission conducted an investigation after which the parties entered into an Agreement Containing Consent Orders in September 2008 ("Consent Agreement"). On October 2, 2008, the Commission issued a complaint ("Complaint") alleging that the merger would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45, in two relevant markets: specialty epoxy resins and methyl diisocyanate (MDI).

In order to resolve competitive concerns, and as a part of the Consent Agreement, the Commission issued a Decision and Order and an Order to Maintain Assets. Both Huntsman and Hexion are direct competitors in the production of specialty epoxy resins. Accordingly, the Decision and Order requires Respondents to divest certain assets related to Hexion's specialty epoxy resin business not later than ten days after Hexion acquires Huntsman.²

The Commission identified other competitive concerns regarding the potential sharing of competitively sensitive information in the market for MDI. Hexion is a key supplier of formaldehyde, a critical component of MDI, to MDI producers. Huntsman is one of

² Decision and Order ¶ II.A. *See also* ¶ I.R.

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only four MDI producers. To address these concerns, the Orders limit the Respondents' access to, and use of, information obtained from the other MDI producers. In effect, the Orders prohibit Hexion's business people that supply formaldehyde to MDI producers from sharing competitively sensitive information about these customers with the business people at Huntsman who compete directly against these other MDI producers.

The Commission also issued an Order to Maintain Assets requiring Respondents, *inter alia*, to maintain the "full economic viability, marketability and competitiveness of the Specialty Epoxy Resin Product Business through its full and complete transfer to the Acquirer."³ At the same time as the Order to Maintain Assets was issued, the Commission appointed Mr. Ilan Kauffthal to act as an Interim Monitor in this matter pursuant to Paragraph IV. of the Order to Maintain Assets and, when final, Paragraph V. of the Decision and Order. Under the Orders, the Interim Monitor is charged with monitoring Respondents' maintenance and divestiture of the specialty epoxy resins business.

After the Commission issued the Orders, Huntsman and Hexion determined to terminate their agreement to merge. On December 14, 2008, Huntsman and Hexion, entered into an agreement to terminate the merger and to settle certain claims surrounding Hexion's proposed merger with Huntsman.

II. THE PETITION

On February 5, 2009, Hexion and Huntsman filed their Petition. The Petition cites a number of burdens on Hexion caused by the continued application of the Orders, *inter alia*: (1) the Orders could limit Hexion's ability to respond to competitive conditions in the marketplace, because the Orders restrict Hexion's ability to close or

³ Order to Maintain Assets ¶ I.I.K. The "Acquirer" specified in the Decision and Order was Spolek, a large chemical producer headquartered in the Czech Republic. Decision and Order ¶¶ I.HHH, I.A., and II.A.

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reconfigure facilities;⁴ (2) the Orders require Hexion to continue to compensate an Interim Monitor whose services are no longer needed to oversee the successful completion of the divestiture of the specialty epoxy resins business;⁵ (3) the Orders prohibit Hexion from selling certain assets associated with its specialty epoxy resin business.⁶ In addition, the Orders require both Respondents to establish and monitor compliance with procedures that control the flow of information related to the MDI products.⁷ Hexion and Huntsman assert that the termination of their agreement to merge is a change of fact that eliminates the need for the Orders.⁸

III. STANDARD FOR REOPENING AND MODIFYING A FINAL ORDER

The Orders may be reopened and modified on the grounds set forth in § 5(b) of the Federal Trade Commission Act, 15 U.S.C. § 45(b). First, Section 5(b) provides that the Commission shall reopen an order to consider whether it should be modified if the respondent makes “a satisfactory showing that changed conditions of law or fact require the rule or order to be altered, modified or set aside, in whole or in part.”⁹ A satisfactory showing sufficient to require reopening is made when a request to reopen identifies significant changes in circumstances and shows that the changes eliminate the need for the order or make continued application of it inequitable or harmful to competition.¹⁰

⁴ Petition at 7.

⁵ *Id.* at 7.

⁶ *Id.* at 7.

⁷ *Id.* at 7.

⁸ *Id.* at 7.

⁹ See 16 C.F.R. § 2.51(b).

¹⁰ S. Rep. No. 96-500, 96th Cong., 2d Sess. 9 (1979) (significant changes or changes causing unfair disadvantage); *Louisiana-Pacific Corp.*, Docket No. C-2956, Letter to John C. Hart (June 5, 1986), at 4 (unpublished) (“Hart Letter”). See also *United States v. Louisiana-Pacific Corp.*, 967 F.2d 1372, 1376-77 (9th

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Second, Section 5(b) provides that the Commission may also reopen and modify an order when, although changed circumstances would not require reopening, the Commission determines that the public interest so requires. Respondents are therefore invited in petitions to reopen to show how the public interest warrants the requested modification.¹¹ In the case of “public interest” requests, FTC Rule of Practice 2.51(b) requires an initial “satisfactory showing” of how modification would serve the public interest before the Commission determines whether to reopen an order and consider all of the reasons for and against its modification.

A “satisfactory showing” requires, with respect to public interest requests, that the requester make a *prima facie* showing of a legitimate public interest reason or reasons justifying relief. A request to reopen and modify will not contain a “satisfactory showing” if it is merely conclusory or otherwise fails to set forth by affidavit(s) specific facts demonstrating in detail the reasons why the public interest would be served by the modification.¹² This showing requires the requester to demonstrate, for example, that there is a more effective or efficient way of achieving the purposes of the order, that the order in whole or part is no longer needed, or that there is some other clear public interest that would be served if the Commission were to grant the requested relief. In addition, this showing must be supported by evidence that is credible and reliable.

If, after determining that the requester has made the required showing, the Commission decides to reopen the order, the Commission will then consider and balance all of the reasons for and against modification. In no instance does a decision to reopen an

Cir. 1992) (“A decision to reopen does not necessarily entail a decision to modify the Order. Reopening may occur even where the petition itself does not plead facts requiring modification.”).

¹¹ Hart Letter at 5; 16 C.F.R. § 2.51.

¹² 16 C.F.R. § 2.51.

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order oblige the Commission to modify it,¹³ and the burden remains on the requester in all cases to demonstrate why the order should be reopened and modified. The petitioner's burden is not a light one in view of the public interest in repose and the finality of Commission orders.¹⁴ All information and material that the requester wishes the Commission to consider shall be contained in the request at the time of filing.¹⁵

IV. THE ORDERS WILL BE REOPENED

The Commission has determined to reopen the Orders and set aside the Orders as to Respondent Huntsman. Further, the Commission has determined to set aside the Order to Maintain Assets and to modify the Decision and Order as to Respondent Hexion. The Orders were issued to address the harm to competition arising from Hexion's acquisition of Huntsman. In fact, the Decision and Order explicitly states as its purpose "to remedy the lessening of competition alleged in the Commission's complaint in a timely and sufficient manner."¹⁶ The Complaint alleges that the agreement between Hexion and Huntsman violates Section 5 of the FTC Act,¹⁷ and "the [acquisition of Huntsman by Hexion], if consummated, would constitute a violation of Section 7 of the Clayton Act . . . and Section 5 of the FTC Act. . . ."¹⁸ The Order to Maintain Assets is specifically designed to protect the divestiture assets pending their divestiture as required in the Decision and Order. The Interim Monitor's role is linked to Respondent's remedial obligations under these Orders. As noted above,

¹³ See *United States v. Louisiana-Pacific Corp.*, 967 F.2d 1372, 1376-77 (9th Cir. 1992) (reopening and modification are independent determinations).

¹⁴ See *Federated Department Stores, Inc. v. Moitie*, 425 U.S. 394 (1981) (strong public interest considerations support repose and finality).

¹⁵ 16 C.F.R. § 2.51(b).

¹⁶ Decision & Order ¶ I.R.4.

¹⁷ Complaint ¶ 20.

¹⁸ Complaint ¶ 21.

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Respondents have terminated the acquisition agreement, withdrawn their HSR filings, and the merger was never consummated. Accordingly, the basic premise of the Orders, the illegal acquisition that they were intended to remedy, did not come to pass. Therefore, at this time, there is no reason to continue to require the Respondents to perform the remedial actions prescribed in the Orders.

The Commission has previously faced a similar situation (having issued a final order in a merger case where the merger ultimately did not occur) in *In the matter of Johnson & Johnson*, Docket No. C-4154. In that matter, Johnson & Johnson entered an agreement to acquire Guidant Corporation (“Guidant”). The Commission determined that the proposed acquisition raised competitive concerns in certain markets and accepted an agreement containing consent order. Before Johnson & Johnson could complete its acquisition of Guidant, Guidant agreed to be taken over by another company, *i.e.*, Boston Scientific Corporation.¹⁹ Johnson & Johnson’s acquisition of Guidant never closed. Subsequently, Johnson & Johnson filed a petition seeking to set aside the order based on changed conditions of fact citing in support of its petition that the order was premised upon Johnson & Johnson’s acquisition of Guidant and that the acquisition was no longer possible. In setting aside that order, the Commission stated that “there is no reason to keep the Order in place” because “the basic premise of the Order, the unlawful acquisition that it was designed to remedy did not come to pass.”²⁰ Unlike Guidant, however, Huntsman has not entered an agreement to be acquired by another entity. Accordingly, the potential exists that Hexion could seek to acquire Huntsman in a subsequent transaction.

¹⁹ Boston Scientific Corporation’s acquisition of Guidant resulted in a separate consent order and divestiture. Decision and Order, *In the Matter of Boston Scientific Corporation*, Docket No. C-4164, July 25, 2006.

²⁰ Order Reopening and Setting Aside Order, *In the Matter of Johnson & Johnson*, Docket No. C-4154, May 25, 2006.

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The Commission invested significant resources in investigating Hexion's proposed acquisition of Huntsman. The investigation took over a year to complete. As a result of the investigation, the Commission found reason to believe that the proposed merger posed serious threats to competition. There has been no showing that the competitive conditions that gave rise to the Complaint no longer exist. Therefore, there is no reason to believe that such a combination of Hexion and Huntsman would not pose the same competitive concerns if it were consummated in the near future. Having already established the competitive effects presented by this acquisition, the Commission finds that it is in the public interest to avoid reinvestigating the issues that gave rise to the Complaint should the same or approximately the same combination be undertaken in the near term.

There still exists a credible risk that Hexion could seek to acquire Huntsman, especially in light of the current economic volatility. Huntsman remains an independent company. Deteriorating financial conditions and access to financing for the transaction as originally structured appear to have been the primary reasons the acquisition did not occur.²¹ In fact, the parties attempted to close the transaction on October 28, 2008, but were deterred when the banking institutions that had originally committed to finance the transaction refused to do so.²² This fact suggests that if the transaction could be restructured to address these financial issues, or if the economic climate were to change significantly, the acquisition could be revived. Accordingly, the Commission has determined to require Respondent Hexion to seek prior approval from the Commission before Hexion undertakes any acquisition of certain assets of Huntsman or any acquisition of, or merger or other combination with, Huntsman

This decision is consistent with the *Statement of the Federal Trade Commission Policy Concerning Prior Approval and Prior*

²¹ See Petition at p. 5.

²² Petition at p. 5. Petition Exhibit 5 ¶ 8. Exhibit 6 ¶ 11.

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*Notice Provisions*²³ (“Policy Statement”). In the Policy Statement, the Commission said that prior approval provisions may be used “where there is a credible risk that a company that engaged or attempted to engage in any anticompetitive merger would, but for the provision, attempt the same or approximately the same merger.”

Given the aforementioned reasons, the Commission finds that such a credible risk exists here and, therefore, a limited prior approval requirement is the appropriate remedy to prevent the recurrence of anticompetitive conduct. Hexion has consented to the prior approval provisions contained in the modified Order.

The prior approval requirements of the modified Order exempt certain acquisitions of Huntsman stock by Apollo Investment Fund VI, L.P., and certain of its affiliates that acquired \$250,000,000 of senior notes convertible into Huntsman common stock (collectively “Apollo Group VI”) pursuant to a settlement agreement terminating the merger.²⁴ Those acquisitions could be construed as indirect acquisitions of Huntsman by Hexion because Apollo Group VI has an ownership interest in and a close relationship with Hexion. However, the Commission has concluded based on the terms of the agreements that define these acquisitions that the Commission does not need to undertake a further review of those third party acquisitions and has drafted the Order accordingly. Specifically, on December 14, 2008, several parties, including Huntsman, Hexion and Apollo Group VI, entered into an agreement to terminate Hexion’s proposed merger with Huntsman and to settle certain claims surrounding the proposed merger (“Settlement and Release Agreement”). If the notes acquired by Apollo Group VI are converted, Apollo Group VI would hold a minority stake in Huntsman.²⁵ However, these notes are subject to a Voting and

²³ 4 Trade Reg. Rep. (CCH) ¶ 13,241.

²⁴ See Settlement and Release Agreement contained in 8-K, filed December 15, 2008, Exhibit 10.1 and related Note Purchase Agreement. Contained in Appendix 1 to this Order.

²⁵ Given the conversion and anti-dilution provisions of the Note Purchase Agreement, it appears that conversion of all the notes would give Apollo Group IV

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Standstill Agreement that imposes a number of passive investor requirements, including, *inter alia*, a prohibition from seeking or proposing to influence or control the management, board of directors, policies or affairs of Huntsman or its subsidiaries.²⁶ In reviewing the provisions of the Settlement and Release Agreement and related agreements, the Commission concluded that any acquisition by Apollo Group VI of voting securities in Huntsman pursuant to these agreements would not in fact be an acquisition by Hexion. Given these considerations, the Commission has determined specifically to exempt the conversion by Apollo Group VI of the notes that are the subject of the Note Purchase Agreement and the related Voting and Standstill Agreement from the prior approval requirements of Paragraph II of the Order and has included a specific proviso to that effect in the modified Order.

Accordingly,

IT IS ORDERED, that this matter be, and it hereby is, reopened, and the Order to Maintain Assets is set aside in its entirety;

IT IS FURTHER ORDERED, that, as to Respondent Huntsman, the Decision and Order is set aside; and

IT IS FURTHER ORDERED, that, as to Respondent Hexion, the provisions of the Decision and Order are modified to read as follows, including, *inter alia*, the addition of the following Paragraph II, additions and modifications to the definitions, and revisions to certain retained paragraphs, and all other provisions are set aside:

(not Hexion) an approximate 12 % share of the outstanding common stock of Huntsman.

²⁶ See Huntsman Corp Form 8-K, filed December 23, 2008, Exhibit 10.3. Contained in Appendix 1 to this Order. That agreement applies to Hexion as well as to Apollo Group VI.

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ORDER

I.

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

- A. “Hexion” or “Respondent” means Hexion LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Hexion (including, but not limited to, Hexion Specialty Chemicals, Inc. and Nimbus Merger Sub Inc.) and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Huntsman” means Huntsman Corporation, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Huntsman, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Commission” means the Federal Trade Commission.
- D. “Apollo Group VI” means the parties to the Note Purchase Agreement listed as purchasers, *i.e.*, Apollo Investment Fund VI, L.P., Apollo Overseas Partners VI, L.P., Apollo Overseas Partners (Delaware) VI, L.P., Apollo Overseas Partners (Delaware 892) VI, L.P., Apollo Overseas Partners (Germany) VI, L.P. and AAA Guarantor - Co-Invest VI, L.P.
- E. “Development” means all research and development activities, including, without limitation, the following: test method development; stability testing; toxicology; formulation, including without limitation, customized formulation for a particular customer(s); process

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development; manufacturing scale-up; development-stage manufacturing; quality assurance/quality control development; statistical analysis and report writing; and conducting experiments for the purpose of obtaining any and all Product Approvals. “Develop” means to engage in Development.

- F. “Formulated System” means the exact combination and proportion of epoxy resins, curing agents, reactive diluents and other components that achieves a particular set of application and end-use characteristics in a final product.
- G. “Huntsman Advanced Materials” means the division of Huntsman that manufactures, develops, and sells epoxy resins and Specialty Epoxy Resins.
- H. “MDI” means methylene diphenyl diisocyanate and/or diphenylmethane diisocyanate.
- I. “Note Purchase Agreement” means the Note Purchase Agreement dated December 23, 2008, contained in Exhibit 10.1 of Huntsman Corporation Form 8-K filed on December 23, 2008, attached as Appendix 1 to this Order.
- J. “Specialty Epoxy Resins” means all value-added high performance epoxy resin products, including, without limitation, epoxy novolac resins, glycidyl amine resins, cycloaliphatic epoxy resins, brominated resins, mono and multifunctional reactive diluents, curing agents, specialty blends and solutions, and Formulated Systems, Developed, in Development, researched, manufactured, marketed or sold by Huntsman Advanced Materials.
- K. “Voting and Standstill Agreement” means the Voting and Standstill Agreement dated December 23, 2008, contained in Exhibit 10.3 of Huntsman Corporation Form 8-K filed on December 23, 2008, attached as Appendix 1 to this Order.

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II.

IT IS FURTHER ORDERED that:

- A. Respondent Hexion shall not acquire, directly or indirectly, without the prior approval of the Commission,
1. any voting or non-voting stock, share capital, equity, notes convertible into any voting or non-voting stock, or other interest in Huntsman;
 2. any assets owned or controlled by Huntsman used in, or used within six (6) months of the acquisition in, the research, manufacture, distribution, marketing or sale of Specialty Epoxy Resins; or
 3. any assets owned or controlled by Huntsman located within North America that manufacture MDI or that have manufactured MDI within six (6) months of the acquisition.
- B. Respondent Hexion shall not consummate, directly or indirectly, without the prior approval of the Commission, any merger or other combination with Huntsman.

Provided, however, that Paragraph II.A. shall not apply to any conversion by Apollo Group VI of the Huntsman Corporation convertible senior notes held by Apollo Group VI into common stock of Huntsman Corporation pursuant to the Note Purchase Agreement if Apollo Group VI complies with the provisions of the Voting and Standstill Agreement.

III.

IT IS FURTHER ORDERED that one (1) year after the date this modified Order becomes final, annually for the two (2) years on

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the anniversary of the date this modified Order becomes final, and at other times as the Commission may require, Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is complying with this modified Order.

IV.

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

- A. any proposed dissolution of Respondent;
- B. any proposed acquisition, merger or consolidation of Respondent; or
- C. any other change in Respondent, including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

V.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days notice to the Respondent made to its principal United States offices, registered office of its United States subsidiary, or its headquarters address, Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of the Respondent related to compliance with this Order, which

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copying services shall be provided by the Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and

- B. to interview officers, directors, or employees of the Respondent, who may have counsel present, regarding such matters.

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VI.

IT IS FURTHER ORDERED that this modified Order shall terminate on June 4, 2012.

By the Commission.

APPENDIX 1**FORM 8-K****HUNTSMAN CORP - HUN****Filed: December 23, 2008 (period: December 23, 2008)****and****FORM 8-K****HUNTSMAN CORP - HUN****Filed: December 15, 2008 (period: December 15, 2008)**

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IN THE MATTER OF

**CSL LIMITED,
AND
CERBERUS-PLASMA HOLDINGS, LLC**

Docket No. 9337 Order, June 22, 2009

Order granting complaint counsel's and respondents' joint motion to dismiss the complaint.

ORDER DISMISSING COMPLAINT

On May 27, 2009, the Federal Trade Commission issued the Administrative Complaint in this matter, having reason to believe that Respondents CSL Limited (“CSL”) and Cerberus-Plasma Holdings, LLC (“Cerberus”) had entered into a merger agreement in violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and which, if consummated, would violate Section 5 of the FTC Act, and Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18. Complaint Counsel and the Respondents have now filed a Joint Motion to Dismiss Complaint, which states that the Respondents have decided not to proceed with the proposed merger – and that CSL and Cerberus have withdrawn their Hart-Scott-Rodino Notification and Report Forms filed for the proposed transaction – and requests that the Commission dismiss the complaint.¹

The Commission has determined to dismiss the Administrative Complaint without prejudice as the most important elements of the relief set out in the Notice of Contemplated Relief in the Administrative Complaint have been accomplished without the need

¹ Joint Motion to Dismiss Complaint (June 15, 2009) (“Joint Motion”), available on the *Adjudicative Proceedings* page for this case at <http://www.ftc.gov/os/adjpro/d9337/090615jointmodismisscmplt.pdf>.

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for further administrative litigation.² In particular, the Respondents have announced that they have decided not to proceed with the proposed acquisition, and CSL and Cerberus have withdrawn their Hart-Scott-Rodino Notification and Report Forms filed for the proposed transaction. As a consequence, the Respondents would not be able to effect the proposed transaction without filing new Hart-Scott-Rodino Notification and Report Forms.

For the foregoing reasons, the Commission has determined that the public interest warrants dismissal of the Administrative Complaint in this matter. The Commission has determined to do so without prejudice, however, because it is not reaching a decision on the merits. Accordingly,

IT IS ORDERED THAT the Administrative Complaint in this matter be, and it hereby is, dismissed without prejudice.

By the Commission, Commissioner Harbour and Commissioner Kovacic recused.

² See, e.g., *In the Matter of Inova Health System Foundation, and Prince William Health System, Inc.*, Docket No. 9326, Order Dismissing Complaint (June 17, 2008), available at <http://www.ftc.gov/os/adjpro/d9326/080617orderdismisscmpt.pdf>; accord, *In the Matter of Red Sky Holdings LP, and Newpark Resources, Inc.*, Docket No. 9333, Order Dismissing Complaint (December 10, 2008), available at <http://www.ftc.gov/os/adjpro/d9333/081210redskycmpt.pdf>; *In the Matter of Equitable Resources, Inc., Dominion Resources, Inc., Consolidated Natural Gas Company, and The Peoples Natural Gas Company*, Docket No. 9322, Order Dismissing Complaint (January 31, 2008) (Public Version), available at <http://www.ftc.gov/os/adjpro/d9322/080204complaint.pdf>; *In the Matter of Swedish Match North America Inc., and National Tobacco Company, L.P.*, Docket No. 9296 (*Swedish Match*), Order Dismissing Complaint (January 4, 2001), available at <http://www.ftc.gov/os/2001/01/swedishdismisscmp.htm>; *In the Matter of H.J. Heinz Company, Milnot Holding Corporation, and Madison Dearborn Capital Partners, L.P.*, Docket No. 9295 (*H.J. Heinz*), Order Dismissing Complaint (December 4, 2001), available at <http://www.ftc.gov/os/2001/12/heinzorder.pdf>.

ADVISORY OPINION

IN THE MATTER OF

ACA INTERNATIONAL

FTC File No. P064803 Opinion, June 23, 2009

RE: WHETHER THE FAIR DEBT COLLECTION PRACTICES ACT (“FDCPA”) PROHIBITS A DEBT COLLECTOR FROM RESPONDING TO A CONSUMER WHO DISPUTED A DEBT AFTER THE CONSUMER HAS SENT A WRITTEN “CEASE COMMUNICATION” TO THE COLLECTOR.

Dear Ms. Anderson and Mr. Beato:

This responds to an issue raised in your comment filed on February 11, 2008, on behalf of American Collectors Association International, with the Federal Trade Commission (“Commission”) and other agencies charged by Congress in Section 312 of the FACT Act with writing regulations relating to certain duties of furnishers of information to consumer reporting agencies (“CRAs”). On pages 7-8 of your comment, you urged the following action:

To avoid a statutory conflict between the FDCPA and FACT Act, the regulation should clarify that the act of responding to a consumer dispute is not an attempt to collect a debt under the FDCPA. Further the regulation should clarify that a consumer that sends a written dispute to a furnisher *after* having invoked his or her cease communication rights under the FDCPA has revoked his or [her] cease communication instruction for purposes of communicating with the furnisher to process the dispute. (Emphasis yours)

The Commission is treating this portion of your comment as a request for an advisory opinion interpreting the Fair Debt Collection Practices Act (FDCPA) pursuant to Sections 1.1-1.4 of its Rules of

Advisory Opinion

Practice. 16 C.F.R. §§ 1.1-1.4. The subject matter of the request and consequent publication of this Commission advice is in the public interest. 16 C.F.R. § 1.1(a)(2). Specifically, it is in the public interest for the Commission to clarify the intersection of the FDCPA and this new rule implementing the FACT Act, thus encouraging debt collector compliance with both laws.

The applicable provisions of the FDCPA and the furnisher disputes rule (Rule) are:

- Section 805(c) of the FDCPA provides that if a consumer has notified a debt collector in writing that “the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate with the consumer with respect to such debt” (with some exceptions not applicable here).
- The Rule requires furnishers of information to CRAs to report the results of a direct dispute to the consumer, 16 CFR § 660.4(e)(3), or notify the consumer if the furnisher determines the dispute is frivolous or irrelevant. 16 CFR § 660.4(f)(2).

The potential conflict arises when a consumer orders a debt collector in writing to cease communication, but at some future time submits a direct dispute about information the debt collector has provided to a CRA. The Rule requires the collector to notify the consumer either of the results of the investigation or of its determination that the dispute is frivolous or irrelevant. Section 805(c) of the FDCPA, however, prohibits the collector from communicating with that consumer with respect to the debt, which could be interpreted to include providing the notice that the Rule requires.

The Commission does not believe that providing the notice the Rule requires undermines the purpose of Section 805(c) of the FDCPA. Section 805(c) empowers consumers to direct collectors to cease contacting them to collect a debt so that consumers can be free

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of the burden of being subject to unwanted communications. In contrast, communications from debt collectors which do nothing more than respond to disputes consumers themselves have raised do not impose such a burden. Rather, such communications benefit consumers through providing them with information demonstrating that collectors have been responsive to their disputes.

After reviewing the language of the FDCPA and the Rule, and considering the goals of the statute and the regulation, the Commission concludes that a debt collector does not violate Section 805(c) of the FDCPA if the consumer directly disputes information after sending a written “cease communication” to the collector, and the collector complies with the Rule by means of a communication that has no purpose other than complying with the Rule by stating (1) the results of the investigation or (2) the collector’s belief that the communication is frivolous or irrelevant.

By direction of the Commission.

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