

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

COMMISSIONERS: **Joseph J. Simons, Chairman**
 Noah Joshua Phillips
 Rohit Chopra
 Rebecca Kelly Slaughter
 Christine S. Wilson

FTC Matter No. P201201

ORDER TO FILE A SPECIAL REPORT

Pursuant to a resolution of the Federal Trade Commission (“FTC” or “Commission”) dated February 10, 2020, titled “Resolution Directing Use of Compulsory Process to Collect Information Regarding the Sufficiency of the Hart-Scott-Rodino Act in Identifying Potentially Anticompetitive Transactions, Including Acquisitions of Stock, Assets, or Personnel,” [COMPANY NAME], hereinafter referred to as the “Company,” is ordered to file with the Commission, no later than April 20, 2020, a Special Report containing the information and documents specified herein. (A Copy of the Resolution is enclosed with this Order.)

The information You provide in response to the Order will assist the Commission in evaluating whether future acquisitions or other agreements not subject to the reporting and waiting period obligations of the Hart-Scott-Rodino Antitrust Improvements Act (as amended) should be notified to the Commission pursuant to the Commission’s authority under Section 6(b) of the Federal Trade Commission Act.

You are required to respond to this Order using information in Your possession, custody, or control, including information maintained in a central data repository to which You have access. You should not seek any responsive information and data from separately incorporated subsidiaries or affiliates or from individuals (other than in their capacity as Your employee or as Your agent). However, You should provide information from separately incorporated subsidiaries or affiliates or from individuals if You already have possession, custody, or control of such information. No later than February 24, 2020, You should contact Commission staff and indicate whether all of the information required to respond to this Order is in Your possession, custody, or control. If responsive information is not in Your possession, custody, or control, no later than February 24, 2020, You also must: (1) identify, in writing, each question or sub-question that You are not able to fully answer because information is not in Your possession, custody, or control; and (2) for each, provide the full names and addresses of all entities or individuals who have possession, custody, or control of such missing information.

The Special Report must restate each item of this Order with which the corresponding answer is identified. Your report is required to be subscribed and sworn by an official of the Company who has prepared or supervised the preparation of the report from books, records, correspondence, and other data and material in Your possession. If any question cannot be answered fully, give the information that is available and explain in what respects and why the answer is incomplete. The Special Report and all accompanying documentary responses must be Bates-stamped.

Confidential or privileged commercial or financial information will be reported by the Commission on an aggregate or anonymous basis, consistent with Sections 6(f) and 21(d) of the FTC Act. Individual submissions responsive to this Order that are marked "Confidential" will not be disclosed without first giving the Company 10 days' notice of the Commission's intention to do so, except as provided in Sections 6(f) and 21 of the FTC Act.

SPECIFICATIONS

Please provide the following information, documents, and items, consistent with the definitions, instructions, and formatting requirements contained in Attachment A:

1. Identify the full name, business address, telephone number, and title of the individual(s) who prepared or supervised the preparation of the Company's response to this Order and describe in detail the steps taken by the Company to respond to this Order. For each specification, identify the individual(s) who assisted in preparation of the response. Provide a list of the individuals (identified by name and corporate title or job description) whose files were searched for responsive information and documents, and identify the individual who conducted the search.

2. Provide the following information about the Company:
 - a. State the name, city, and state/country of all U.S. Entities and all foreign Entities that are included within the Company and, if known to the Company, within the Ultimate Parent Entity of the Company, and identify those foreign Entities with sales in or into the United States in the most recently completed fiscal year.

 - b. Identify, as of December 31 of each year of the Applicable Period, each individual, Person, or Entity holding a three percent or more, but less than 50 percent, Voting Security interest and/or Economic Interest in the Company or the Ultimate Parent Entity (or any Entity within the Ultimate Parent Entity) of the Company. Identify the percentage ownership held, and identify the Entity in which it is held, and whether each such holder is a U.S. Person (or U.S. Issuer) or Foreign Person (or Foreign Issuer). If any of the individuals holding such an interest, or the principals, officers, or directors (or their equivalent) of any Entity holding such an interest, is an officer or director of a competitor to the Company, the Company should so indicate in its response. Identify, as of December 31 of each year of the Applicable Period, any Person or Entity that has the right, directly or indirectly, to manage the operations or investment decisions of the Company or the Ultimate Parent Entity (or any Entity within the Ultimate Parent Entity) of the Company.

 - c. Identify, as of December 31 of each year of the Applicable Period, each Entity in which the Company, or the Ultimate Parent Entity (and/or any Entity within the Ultimate Parent Entity) of the Company (or natural person), holds a three percent or more, but less than 50 percent, Voting Security interest and/or Economic Interest. Identify whether each such Entity is a U.S. Issuer or a Foreign Issuer, and, if a Foreign Issuer, the country of its corporate headquarters. Identify any employee, principal, officer, or director (or their equivalent) of the Ultimate Parent Entity (or any Entity within the Ultimate Parent Entity, including the Company) of the Company who also serves or has served as an officer or director of any of the Entities

- identified in response to this Specification 2.c. Identify the position and title of that employee, principal, officer, or director (or their equivalent) at the Ultimate Parent Entity and/or Company, as of the time of their service at the identified Entit(ies), and identify the position held at the identified Entit(ies). For purposes of determining the percentage held of Voting Securities and Economic Interests, the Company should aggregate the holdings of all Entities within the Ultimate Parent Entity of the Company. Identify, as of December 31 of each year of the Applicable Period, each Entity in which the Company, or the Ultimate Parent Entity (and/or any Entity within the Ultimate Parent Entity) of the Company (or natural person), has the right, directly or indirectly, to manage the operations or investment decisions of the Entity.
- d. Provide a copy of the Company's corporate organization chart as of January 1 for each year of the Applicable Period.
 - e. Submit a Data Map for the Company.
3. State for each Acquisition for which the Company (or its Ultimate Parent Entity) did not file an HSR notification form:
- a. the name and address of each Acquiring Person;
 - b. the name and address of each acquiring Entity;
 - c. the name and address of each Acquired Person;
 - d. the name and address of each acquired Entity;
 - e. the consummation date of the Acquisition;
 - f. any code names, project names or other identifiers by which the Acquisition and/or parties to the Acquisition are identified by or referred to in the documents or communications of the Company; and
 - g. specify the type of Acquisition (i.e., Voting Security (Control Acquisition), Voting Security (Minority), asset, Non-Corporate Interest (Control), Non-Corporate Interest (Minority), Economic Interest, Data Acquisition (Exclusive), Data Acquisition (non-Exclusive), License, Contractual Agreement); if a combination, specify all that apply.

4. For each Acquisition identified in Specification 3 (with respect to the acquired Entity, and at the time of the Acquisition):
 - a. State the percentage and the Value of the Voting Securities (including Convertible Voting Securities) held as a result of the Acquisition.
 - b. State the Value of assets acquired, including the Value of any rights to any intangible property (including but not limited to data or databases) acquired.
 - c. State the percentage and the Value of Non-Corporate Interests held as a result of the Acquisition.
 - d. State the percentage and the Value of any other Economic Interest held as a result of the Acquisition.
 - e. Identify any venture capitalist, angel investor, private equity investor, or other Person or Entity with a financial interest in any of the Acquiring Person, acquiring Entity, Acquired Person, or acquired Entity that brokered, negotiated, proposed, or suggested the Acquisition, and identify the role that each such Person or Entity had with respect to the Acquisition, and identify all relationships that each such Person or Entity had to the transacting parties at the time of the Acquisition.
 - f. For each response to Specification 4.a., b., c., and d., identify and describe the form of consideration for the acquired Voting Securities, assets, Non-Corporate Interests, and Economic Interests, where the consideration was something other than cash.
 - g. State whether the Acquisition was, in whole or in part, a Data Acquisition, and the Value of the Data Acquisition.
 - h. State whether any debt or liabilities were assumed in conjunction with the Acquisition, and, if so, state the amount.
 - i. State whether the Entity whose Voting Securities, assets, Non-Corporate Interests, or other Economic Interests were acquired was, at the time of the Acquisition, a U.S. Issuer or a Foreign Issuer, and, if a Foreign Issuer, the location of its headquarters office.
 - j. State whether the parties to the Acquisition agreed to deferred or contingent payments, dependent on future events or clarification or determination of issues outstanding or unknown at the time of consummation, and describe such deferred or contingent payments.
 - k. State whether the Company (directly or indirectly), or its Ultimate Parent Entity or any Entity under common control, entered into any agreements with the officers,

directors, employees or partners of the acquired Entity for future services, or agreements not to compete, and describe such agreements.

The Company may provide percentages to the nearest one-half percentage point (above zero), and values to the nearest \$1 million (above zero). Provide the Value in U.S. dollars. The Company may exclude from its response the acquisition of assets, except for Data Acquisitions, that were, at the time of the Acquisition, exempt under 16 C.F.R. §§ 802.1, 802.2, 802.3, and 802.5 and the acquisition of Voting Securities that were, at the time of the Acquisition, exempt under 16 C.F.R. §§ 802.10, 802.30, 802.35, 802.40, and 802.41. Acquisitions that were exempt under 16 C.F.R. § 802.21 are within the scope of this Order, and the information requested in response to the Order should be provided in Your response. In calculating the Value of Voting Securities, assets, Non-Corporate Interests, or Economic Interests acquired, the Company should exclude the value of any debt or liabilities acquired or for which it assumed responsibility; such information should be provided in response to Specification 4.h. The Company should refer to 16 C.F.R. §§ 801.10 and 801.13 for the method of calculating the Value of Voting Securities, assets, and Non-Corporate Interests acquired and held as a result of the Acquisition, but the calculation should be modified to include the Value of Convertible Voting Securities acquired and held as a result of the Acquisition. The percentage of Voting Securities held should be calculated in accordance with 16 C.F.R. § 801.12, but should be modified to incorporate into the percentage calculation the Convertible Voting Securities, as if the holder has exercised its conversion rights.

5. For each Acquisition identified in response to Specification 3, provide:

- a. the final version of any study, survey, analysis, report, memorandum, or presentation prepared by or for any officer or director (or individuals exercising similar functions), or forwarded to or presented to any management committee or executive committee (or committee serving an equivalent or similar function), or, if different, the principal decision-maker(s), with respect to the decision to proceed with an Acquisition, for the purpose of evaluating or analyzing the Acquisition with respect to market shares, competition, competitors, markets, potential for sales growth, expansion into product or geographic markets, efficiencies or synergies, access to data, or other benefits;
- b. any analysis of, or the reason for, the Acquisition prepared by the Chief Executive Officer, Chairman, Controlling Shareholder, or the individual with day-to-day responsibility for overseeing the identification, solicitation, proposing, evaluation or analysis of the Company's (or its Ultimate Parent Entity's) acquisitions, mergers, or joint ventures of the Ultimate Parent Entity of the Entity making the Acquisition or of the Company or Entity making the Acquisition;
- c. any Confidential Information Memorandum (or its equivalent) prepared by the acquired Entity or its representatives, with respect to the Voting Securities, assets,

- Non-Corporate Interests, or other Economic Interests that were the subject of the Acquisition;
- d. the final valuation document, financial model, or similar analysis that identifies the value of the Acquisition to the Company, and/or values the Acquisition, presented to the board of directors (or its equivalent), the Chairman, Chief Executive Officer, or Controlling Shareholder, in conjunction with the decision to proceed with the Acquisition;
 - e. all documents prepared by or for the owners, principals, officers, directors (or their equivalent) of the Acquired Person or acquired Entity that evaluate, analyze, or describe the reason(s), rationale, or basis for placing, selling or marketing Voting Securities, assets, Non-Corporate Interests, or Economic Interests with or to a third party, including but not limited to final investment memoranda and fairness opinions;
 - f. all documents prepared by or for the owners, principals, officers, directors (or their equivalent) of the Acquired Person or acquired Entity that evaluate, analyze, or describe the Entity's ability (or inability) to access or obtain financing or other capital, or other assets (including but not limited to human capital, intellectual property, distribution assets, and marketing expertise), in support of maintaining or expanding the acquired Entity's business, ongoing or contemplated research or development, growth, innovation, or operation, that are related to the sale of a full or partial voting or Economic Interest in the Entity, or of the sale of some or all of the assets of the Entity;
 - g. all documents prepared by or for the owners, principals, officers, directors (or their equivalent) of the Acquired Person or acquired Entity that evaluate, analyze, or describe the reason(s), rationale, or basis for entering or expanding into any market, business, product line, or line of research or development, or the collection of data, prior to the Acquisition, including the formation of the business itself;
 - h. all board meeting minutes of the Company, the Ultimate Parent of the Company, or the acquired Entity that discuss the Acquisition; and
 - i. all final documents prepared by the Company, for or by an officer or director of the Company, responsive to the subject matter of Specifications 5.e., 5.f., and 5.g.

The Company may exclude from its response to Specifications 5.a. through and including 5.d. documents prepared earlier than 366 days prior to the Acquisition.

- 6. For each Acquisition identified in response to Specification 3, state whether the Acquisition was "Solely for the Purpose of Investment" and, if so, whether the purpose changed at any time during the Company's holding of the Voting Security, Non-Corporate Interest, or

Economic Interest. If the interest is held as of the date of compliance with this Special Order, state whether the interest is held “Solely for the Purpose of Investment.”

7. For each Acquisition identified in response to Specification 3, (a) state whether there was a vendor-vendee relationship between the parties prior to the Acquisition, and (b) provide the dollar value of that relationship (in each direction) for the year prior to the Acquisition.

The Company may provide the dollar value to the nearest \$1 million (above zero). Provide the value in U.S. dollars.

8. For each Acquisition identified in response to Specification 3:
 - a. Identify whether, prior to its consummation, the Acquisition was notified by the Company (or any Entity acting on behalf of the Company) to any non-U.S. competition or consumer protection agency, or any state, territory, or subdivision of the United States, and identify the agency(ies), and the date (by month and year) notification was provided;
 - b. Identify whether, after its consummation, the Acquisition was notified by the Company (or any entity acting on behalf of the Company) to any non-U.S. competition or consumer protection agency, or any regulatory or law enforcement agency of the United States (including but not limited to the Federal Trade Commission and the Department of Justice) and any state, territory, or subdivision of the United States, and identify the agency(ies), and the date (by month and year) notification was submitted.
 - c. Describe any interim and final disposition of any regulatory or law enforcement agency’s review, including a description of any commitment to the agency by the Company to take an action or refrain from taking an action. If public, provide a copy of any final order or final disposition.
9. For each Acquisition identified in response to Specification 3, provide a copy of the executed agreement (including all attachments, appendices, and disclosure schedules) for the Acquisition and all Ancillary Agreements entered into with the Acquired Person, the acquired Entity, or any shareholder, director, officer, employee, supplier, or creditor of the Acquired Person or acquired Entity.
10. For each Acquisition identified in response to Specification 3 in which assets were acquired:
 - a. Describe the assets acquired.
 - b. State whether the assets acquired represented all or substantially all of the assets of the acquired Entity (or a division, subsidiary, office, or product, research, or development team of the acquired Entity).

- c. State whether the acquired Entity continued to operate for at least one year after the consummation of the Acquisition.
 - d. State whether the purchase price (or other terms that would make it possible to estimate the purchase price) were publicly disclosed.
11. For each Acquisition of Voting Securities, Non-Corporate Interests, or Economic Interests identified in response to Specification 3, state whether the Acquisition was a Control Acquisition of the acquired Entity, and, if a Control Acquisition, whether the purchase price (or other terms that would make it possible to estimate the purchase price) were publicly disclosed.
12. For each Acquisition that was a Control Acquisition or the acquisition of all or substantially all of the assets of the acquired Entity (or a division, subsidiary, office, or product, research, or development team of the acquired Entity):
- a. State the value of the U.S. and non-U.S. assets of the acquired Entity at the time of the Acquisition; where the acquired Entity was a Foreign Person or Foreign Issuer, state the fair market value of the assets located in the U.S. at the time of the Acquisition.
 - b. State the value of the U.S. and non-U.S. sales of the acquired Entity in its most recently completed fiscal year.
 - c. State the value of the U.S. and non-U.S. sales of the acquired Entity for the period prior to the date of consummation of the Acquisition but subsequent to its most recently completed fiscal year.
 - d. State the Company's estimate of projected or estimated revenue of the acquired Entity, derived in or from customers or users in the United States, for each of the three years following the Acquisition, as estimated or projected within 180 days prior to and after the consummation of the Acquisition, and provide documents sufficient to identify the basis for the Company's statement in response to this Order.
 - e. Provide a copy of the acquired Entity's then-most current audited financial statements, at the time of the Acquisition.

Assets may be valued as of the date of the last regularly prepared balance sheet of the acquired Entity, in accordance with 16 C.F.R. § 801.11 and subject to any revisions necessary to account for divestiture or acquisition. Annual sales can be determined in accordance with 16 C.F.R. § 801.11 and subject to any revisions necessary to account for divestiture or acquisition. Provide the date of the balance sheet or date of valuation. Provide the date of the acquired Entity's most recently completed fiscal year prior to date of consummation of the Acquisition, and the date of the acquired Entity's final audited annual financial statements.

Where the acquired Entity was, at the time of the Acquisition, a Foreign Person or Foreign Issuer, the value of the assets located within the United States should be determined in accordance with the discussion in the Statement of Basis and Purpose, Premerger Notification; Reporting and Waiting Period Requirements, 67 Federal Register 11,898, 11,900 (March 18, 2002), describing the requirement that such assets be valued at their fair market value, not book market value.

13. For each Acquisition identified in response to Specification 3 that was a Control Acquisition or the acquisition of all or substantially all of the assets of the acquired Entity (or a division, subsidiary, office, or product, research, or development team of the acquired Entity), submit documents sufficient to show, at the time of consummation of the Acquisition and for each of the two years after consummation of the Acquisition (separately by year):
 - a. the plan for, and status of, the integration of the assets or Entity acquired, including but not limited to the plan for integrating or using data (including any changes in the collection, use, storage, or disclosure of such data);
 - b. the business plan for the assets or Entity acquired, including whether the assets or the Entity would operate as stand-alone offerings or be integrated into existing or new offerings of the Company (or any entity under common control);
 - c. the product roadmap for any assets and products acquired or, at the time of the Acquisition, in development;
 - d. the status of assets and products acquired or, if no product was acquired, the status of any research or development projects related to the Acquisition, and the status of the integration or development or use of any intellectual property acquired as part of the Acquisition; and
 - e. the effect of any exclusive agreements for intangible or contractual rights or agreements acquired.

14. For each Acquisition identified in response to Specification 3 that was a Control Acquisition or the acquisition of all or substantially all of the assets of the acquired Entity (or a division, subsidiary, office, or product, research, or development team of the acquired Entity), submit:
 - a. all final documents, prepared by or for any officer or director of the Company (or its Ultimate Parent Entity) that evaluate or analyze the effect of the Acquisition with respect to competition (including the elimination, in full or in part, of then-current, future, or potential competition); markets; innovation; the exclusion of or the introduction of (or expansion in or into) new products, services, or features, by the Company or any other Entity, or with respect to efficiencies or synergies or other benefits to the Company or any third party, including but not limited to consumers; the value of the acquired Entity's data (including but not limited to any impact on

advertising or other revenue-generating activities, and liabilities or risks arising from acquiring, collecting or storing data); the value of access to the acquired Entity's user base (including but not limited to any impact on advertising or other revenue-generating activities, and liabilities or risks arising from such access);

- b. documents sufficient to show at the time of consummation: (1) categories or classes of information obtained from the acquired Entity about a specific user or device; (2) the frequency of collection for such categories by the acquired Entity; (3) the number of months such categories of information was collected; (4) the monthly active users for any product of the acquired Entity for 365 days prior to the Acquisition; and (5) the business uses for the data collected by the acquired Entity. If no such documents exist, provide a detailed description of the data acquired from the acquired Entity, including: (1) the categories of information collected by the acquired Entity about a specific user or device, stated separately by product, service, or feature; (2) the frequency of collection; (3) the number of months such categories of information was collected by the acquired Entity; and (4) the monthly active users, by month, for the year prior to the Acquisition, stated separately by product, service, or feature;
 - c. documents sufficient to show: (1) how the Company analyzes potential liability or risk arising from the Acquisition and collection or storage of data; and (2) material changes to the Company's or acquired Entity's data security policies, practices, or procedures (including changes creating or waiving liability for (or obligation of) the collection and sharing of data), as a result of, or related to, the Acquisition, and the rationale for any such changes; and
 - d. all final documents, prepared by or for any officer or director of the Company (or its Ultimate Parent Entity) that evaluate or analyze whether the integration of the assets or acquired Entity has been successful or not successful, including but not limited to whether the benefits of the Acquisition exceed the costs of the Acquisition.
15. Identify any Entity not controlled by the Company (nor under common control with the Company), for which the Company (or any Entity controlled by the Company, or under common control with the Company) has (or, during the Applicable Period, had), the right to direct or control or exercise the voting rights associated with the Voting Securities issued by that Entity, where those Voting Securities were otherwise held by another Person. Identify the terms of the right(s), whether the Company still has the right(s), and whether the right is irrevocable. Provide a copy of any agreement or contract granting the right to direct, control, or exercise the voting rights of Voting Securities held by any other Person, or otherwise related to this right.
16. Identify any Entity not controlled by the Company (nor under common control with the Company) for which the Company (or any Entity controlled by the Company, or under common control with the Company) has (or, during the Applicable Period, had) the right to

appoint, designate, direct or nominate (or their equivalent) one or more persons to or on the board of directors (or its equivalent) of that Entity. If that right has been exercised by the Company (or any Entity acting on behalf of the Entity), identify the person(s) appointed or designated, the Entity to whose board the person was appointed, the relationship of the person to the Company (or to the Ultimate Parent of the Company) and the dates of service on the board. Provide a copy of the agreement or contract granting the right of appointment, designation, direction, or nomination, or their equivalent, and identify whether such right is irrevocable.

For each of Specifications 15 and 16, provide the requested information separately for those acquired Entities identified in response to Specification 3 and Entities not identified in your response to Specification 3. References to the board include the board of directors or its equivalent, and include committees of the board of directors.

17. Provide documents sufficient to show the Company's decision to include, or its rationale, basis, or reason for, or effect of including (or not including), post-employment restrictive covenants in employment contracts. Provide documents sufficient to show the Company's decision to enforce those restrictions. Identify whether and when the Company informs employees they are covered by a post-employment restrictive covenant, and identify any differences in how different classes of employees are treated with respect to the fact and timing of notification, and enforcement of the covenants.

Examples of post-employment restrictive covenants include but are not limited to: (1) non-compete or covenants-not-to-compete clauses; (2) non-solicitation clauses (for example, of customers and of co-workers); (3) clauses limiting or preventing disclosure of trade secrets and intellectual property; (4) clauses restricting the assignment or ownership of intellectual property; (5) restrictions on post-separation client relationships; and, (6) mandatory arbitration clauses with respect to post-employment restrictions.

18. With respect to each Hiring Event by the Company:

a. State:

- (1) the name of the Entity from which the relevant personnel were hired;
- (2) the date(s) of hire of the relevant personnel;
- (3) the number of relevant personnel hired, and the title(s) of personnel hired from the Entity specified in Specification 18.a.i.;
- (4) whether the persons hired are still with the Company, and, if so, their current title; or if not still with the Company, their dates of separation;

- (5) whether the relevant persons have post-separation employment or ownership clauses in their employment agreements (as described in Specification 17); and
- (6) whether the company, division or product group from which the relevant personnel were hired continued to operate one year after the Hiring Event.

b. Provide:

- (1) the final copy of any study, survey, analysis, memorandum, or report prepared by or for any officer or director (or individuals exercising similar functions), and, if different, the principal decision-maker(s) of the Company or its Ultimate Parent Entity, with respect to the decision to proceed with the Hiring Event, for the purpose of evaluating or analyzing the Hiring Event with respect to competition, competitors, markets, potential for sales growth, expansion into product or geographic markets, efficiencies or synergies, or other benefits;
- (2) any analysis of, or the reason for, the Hiring Event prepared by the Chief Executive Officer, Chairman, or Controlling Shareholder of the Company or its Ultimate Parent Entity;
- (3) the final version of any document, financial model, or other analysis that values the Hiring Event, presented to the board of directors (or its equivalent), or the Chairman, Chief Executive Officer, or Controlling Shareholder, of the Company or its Ultimate Parent Entity, prior to the decision to proceed with the Hiring Event; and
- (4) a copy of any agreements entered into for the purpose of causing, effecting, implementing, or that are related to, the Hiring Event.

The Company may exclude from its response to Specification 18 documents prepared earlier than 366 days prior to the Hiring Event.

19. For each Control Acquisition, Hiring Event, acquisition of all or substantially all of the assets of the acquired Entity, or the acquisition of an exclusive right or agreement, or Data Acquisition, identify any new product, service, feature, or modification of an existing product, service, or feature (including any change to the collection, use, storage, or disclosure of user data), related to the Acquisition or Hiring Event. Describe the relationship, or provide documents sufficient to show the relationship, to the Acquisition or Hiring Event.
20. For any new or modified product, service, or feature identified in Specification 19, state, separately:

- a. whether the product, service, or feature was:
 - (1) new;
 - (2) modified; if so, whether the prior product, service, or feature continued to be offered by the Company, or an entity within the acquired Person;
 - b. the dollar amount invested, annually, in the product, service, or feature, for each of the first three years after the Acquisition or Hiring Event;
 - c. the number of full time non-sales employees assigned to the development and implementation of the product, service, or feature, annually, for each of the three years after the Acquisition or Hiring Event;
 - d. whether the Company expanded or diminished distribution of the product, service, or feature, and, if so, describe the change in distribution;
 - e. whether the Company deprecated, discontinued, or reduced support for, or removed from the market any product, service, or feature of the acquired Entity, and if so, describe the change in support, and also state the year(s) of such action; and
 - f. whether the Company changed the collection, use, storage, or disclosure of user data for any product, service, or feature of the acquired Entity and, if so, describe in detail such change.
21. For each Control Acquisition, Hiring Event, acquisition of all or substantially all of the assets of the acquired Entity, or the acquisition of an exclusive right or agreement, during the Applicable Period, state whether post-Acquisition, the Company changed price (upward or downward) for any product, service, or feature. If so, identify the name of the product, service, or feature; the user type (e.g., consumers, developers, sellers, suppliers, advertisers, etc.); and the percentage price change.
22. List and describe any technologies; software; algorithm(s); heuristic, corporate guidelines, protocols, or practices; internal or external data sources; and data analytics and data analysis the Company uses to evaluate potential and/or actual Acquisition targets or Hiring Events.
23. Submit the final version of any study, survey, analysis, report, memorandum, or presentation prepared by or for any officer or director (or individuals exercising similar functions), or forwarded to or presented to any management committee or executive committee (or committee serving an equivalent or similar function), or, if different, the principal decision-maker(s), that identifies or analyzes the Company's plan, purpose, program, or strategy of mergers and acquisitions (including minority investments and other non-Control

Acquisitions, Hiring Events, and Data Acquisitions) for each of the years during the Applicable Period.

24. Submit documents sufficient to show, and to the extent not reflected in such documents, describe in detail the Company's policies and procedures relating to the retention and destruction of documents.

Penalties may be imposed under applicable provisions of federal law for failure to file special reports or for filing false reports.

The Special Report called for in this Order is to be filed on or before April 20, 2020.

By direction of the Commission.

Joseph J. Simons,
Chairman

SEAL

February 10, 2020

The Report required by this Order, and any inquiry concerning it, should be addressed to:

BILAL SAYYED
DIRECTOR, OFFICE OF POLICY PLANNING
FEDERAL TRADE COMMISSION
600 PENNSYLVANIA AVE. N.W., MAILSTOP H-394
WASHINGTON, DC 20580
DIRECT DIAL: (202) 326-2004
EMAIL: BSAYYED@FTC.GOV

Attachment A

DEFINITIONS & ADDITIONAL INSTRUCTIONS

- A. The terms “and” and “or” have both conjunctive and disjunctive meanings as necessary to bring within the scope of this Special Order anything that might otherwise be outside its scope. The singular form of a noun or pronoun includes its plural form, and vice versa; and the present tense of any word includes the past tense, and vice versa.
- B. **“Acquiring Person”** and **“Acquired Person”** have the meanings set forth at 16 C.F.R. § 801.2.
- C. **“Acquisition”** means any transaction that results in the Acquiring Person (in conjunction with any and all Associate(s) and Affiliate(s)):
1. Holding, in the aggregate, any of:
 - a. 10% or more of the Voting Securities of any Entity (without regard to whether such Voting Securities have the present right to vote for the Entity’s board of directors);
 - b. the right to 10% or more of the assets, income, profits, or revenue of any Entity, upon their distribution or the Entity’s dissolution; or
 - c. assets of another Entity that, at the time of acquisition, represented any of:
 - (1) 10% or more of the assets of the acquired Entity, or of a division, subsidiary, office, or product, research or development group; or
 - (2) assets sufficient to constitute a business (including an “app” or “application” such as those downloaded by a user to a mobile or non-mobile device) or Operating Unit (as defined at 16 C.F.R. §802.1);
 2. Acquiring or obtaining exclusive agreements to intangible property (including data or databases) or contractual rights or agreements. Examples include but are not limited to an exclusive license (exclusive, for example, as to field of use or geography of use); an exclusive development agreement (exclusive, for example, as to use); an exclusive distribution agreement (exclusive, for example, as to means of distribution, form of distribution); and an exclusive manufacturing agreement (exclusive, for example, as to use or location); or

3. Acquiring, or obtaining exclusive or non-exclusive use of or access to, data or a database of any of the behaviors, beliefs, characteristics, on-line and off-line purchasing, viewing, or browsing history, perceptions, actions, values, familial relationships, personal relationships, employment relationships, relationships related to past or current or future commerce, demographic data, geolocation data, user-data, click-logging or tracking, of an individual, natural person or group of natural persons (a “Data Acquisition”).
- D. **“Ancillary Agreement”** means an agreement that was entered into and executed in conjunction with, and would take effect only upon consummation of an Acquisition. Non-compete agreements, employment agreements, agreements for future services, and, in some cases, voting right agreements, are examples of an Ancillary Agreement.
- E. **“Associate(s)”** and **“Affiliate(s)”** have the meanings set forth at 16 C.F.R. § 801.1.
- F. **“Beneficial Ownership”** means having the right to any of the following: (1) to vote a security or interest; (2) to direct the voting of a security or interest; (3) to the economic gains or losses associated with the change in value of a security or interest; (4) to determine the disposition of a security or interest; or (5) in the case of an asset, to use, to prevent another’s use of an asset, to direct the use or operation of the asset, to dispose of the asset, or to have the rights to the economic gains or losses associated with the operation of the asset.
- G. **“Company”** means [COMPANY NAME], its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and Affiliates, and all directors, officers, members, employees, agents, consultants, and other persons working for or on behalf of the foregoing.
- H. **“Control Acquisition”** means an acquisition that (1) gives the Company (or its Ultimate Parent Entity) directly or indirectly, the right or ability, alone or in combination with its Associates or Affiliates, to elect, designate, or appoint, 50 percent or more of the board of directors (or its equivalent) of an Entity, either through the holding of Voting Securities or rights provided by agreement, contract or designation, or (2) otherwise provides the Company (or its Ultimate Parent Entity) with the right to manage or direct the operation of the Entity.
- I. **“Data Map”** means an organized list, schematic, diagram, or other representation sufficient to show where and how the Company stores or otherwise accesses all physical and electronic information in its possession, custody, or control, or to which it has access to, including, but not limited to, information systems (e.g., email messages, voice-mail messages, communications logs, enterprise content management, instant messaging, database applications); locations where information is stored (or is otherwise accessible to the Company), including servers and backup

systems (e.g., physical Company facility, third-party vendor location, cloud); and the physical and logical network topology of the Company's computer systems.

- J. The terms **“document”** and **“documents”** mean any information, on paper or in electronic format, including written, recorded, and graphic materials of every kind, in the possession, custody, or control of the Company. The term “documents” includes, without limitation: computer files; email messages; audio files; instant messages, text messages; messages sent on any enterprise messaging system; any other form of electronic message; drafts of documents; metadata and other bibliographic or historical data describing or relating to documents created, revised, or distributed electronically; copies of documents that are not identical duplicates of the originals in that person's files; and copies of documents the originals of which are not in the possession, custody, or control of the Company. Unless otherwise specified, the term “documents” excludes: bills of lading, invoices, purchase orders, customs declarations, and other similar documents of a purely transactional nature; architectural plans and engineering blueprints; documents solely relating to environmental, tax, OSHA, or ERISA issues; and relational and enterprise databases, except as required to comply with an individual Specification.
- K. The term **“documents sufficient to show”** means documents sufficient to provide the Federal Trade Commission with a true, correct and complete disclosure of the issue or matter requested, identified, or described.
- L. **“Economic Interest”** means the right to receive profits or assets upon their distribution, either directly or indirectly, or upon dissolution of the Issuer or Entity; or the right to receive the gains from the appreciation in the value of any interest, including Voting Security or interest, held in, or of, the Entity; or the responsibility for the losses associated with the change in value of the Entity or value of any interest, including Voting Security or interest, in the Entity.
- M. **“Entity”** means any natural person, corporation, company, partnership, joint venture, association, joint-stock company, trust, estate of a deceased natural person, foundation, fund, institution, society, union, or club, whether incorporated or not, wherever located and of whatever citizenship, or any receiver, trustee in bankruptcy or similar official or any liquidating agent for any of the foregoing, in his or her capacity as such.
- N. **“Foreign Issuer”** means an Issuer that is not incorporated in the United States, is not organized under the laws of the United States, and does not have its principal offices within the United States.
- O. **“Foreign Person”** means a person the ultimate parent Entity of which (1) is not incorporated in the United States, is not organized under the laws of the United States

- and does not have its principal offices within the United States; or (2) if a natural person, neither is a citizen of the United States nor resides in the United States.
- P. **“Hiring Event”** means any instances where, within a one-year period, the Company hired 25 percent or more non-sales employees of an Entity, division, office, or subsidiary of an Entity, or product, research, or development group of an Entity.
- Q. **“Hold”** (as used in the terms “hold(s),” “holding,” “holder,” and “held”) means Beneficial Ownership, whether direct or indirect (through fiduciaries, agents, controlled entities, or other means).
- R. **“Issuer”** means any Entity that issues or proposes to issue any note, stock, treasury stock, security future, security-based swap, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a “security,” or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.
- S. **“Non-Corporate Entity”** means a legal Entity that is not incorporated, including but not limited to general partnerships, limited partnerships, limited liability partnerships, limited liability companies, cooperatives and business trusts.
- T. **“Non-Corporate Interest”** means an interest in a Non-Corporate Entity.
- U. **“Order”** means the Order to File Special Report, including the attached Resolution, Specifications, and Attachment.
- V. **“Person”** means an Ultimate Parent Entity and all entities that it controls directly or indirectly.
- W. **“Relate,” “Related to,” and “Relating to”** mean, in whole or in part, addressing, analyzing, concerning, constituting, containing, commenting on, discussing, describing, identifying, referring to, reflecting, reporting on, stating, or dealing with.
- X. **“Solely for the Purpose of Investment”** is defined at 16 C.F.R. § 801.1(i)(1).
- Y. **“Ultimate Parent Entity”** has the meaning set forth in 16 C.F.R. § 801.1(a)(3).

- Z. **“United States Issuer”** means an Issuer that is incorporated in the United States, is organized under the laws of the United States, or has its principal offices within the United States.
- AA. **“U.S. Person”** means a person the Ultimate Parent Entity of which (1) is incorporated in the United States, is organized under the laws of the United States, or has its principal offices within the United States; or (2) if a natural person, either is a citizen of the United States or resides in the United States.
- BB. **“Value”** shall be determined in the manner set forth at 16 C.F.R. § 801.10. Voting Securities without the current right to vote for election of the board of directors should be valued in accordance with the method used for valuing Voting Securities that carry the present right to vote for election of the board of directors. The Value of any instrument or contract, right, or interest, or asset (including data), or Data Acquisition, if not discussed at 16 C.F.R. § 801.10 should be the acquisition price; where there is no acquisition price, or where the acquisition price is undetermined and there is no market price, the value should be the fair market value determined in accordance with the instructions at 16 C.F.R. § 801.10.
- CC. **“Voting Securities,” “Non-Voting Securities,” and “Convertible Voting Securities”** have the meanings as set forth in 16 C.F.R. § 801.1, et seq.
- DD. **“You” and “Your”** mean the Person or Entity to whom this CID is issued and include the “Company.”
- EE. **Responses to Specifications 3-8, 10-13, and 15-21:** The Company must fill in its responses to these Specifications, in part, in one or more spreadsheets that staff will provide after the meet-and-confer discussions.
- FF. **Meet and Confer:** You are encouraged to contact Bilal Sayyed at (202) 326-2004 as soon as possible to schedule a meeting (telephonic or in person) to be held no later than February 24, 2020, regarding the Company’s response.
- GG. **Modification of Specifications:** If you believe that the scope of the required search or response for any specification can be narrowed in a manner consistent with the Commission’s need for documents or information, You are encouraged to discuss such possible modifications, including any modifications of definitions and instructions, with the Commission counsel named above.
- HH. **Applicable Period:** Unless otherwise directed in the specifications, the applicable period for the Order shall be from **January 1, 2010 through and including December 31, 2019.**

- II. **Document Production:** Because postal delivery to the Commission is subject to delay due to heightened security precautions, please use a courier service such as Federal Express or UPS.
- JJ. **Production of Copies:** Copies of marketing materials and advertisements shall be produced in color, and copies of other materials shall be produced in color if necessary to interpret them or render them intelligible.
- KK. **Sensitive Personally Identifiable Information:** If any material called for by these specifications contains sensitive personally identifiable information or sensitive health information of any individual, please contact us before sending those materials to discuss ways to protect such information during production.

For purposes of these specifications, “sensitive personally identifiable information” includes: an individual’s Social Security number alone; or an individual’s name or address or phone number in combination with one or more of the following: date of birth, Social Security number, driver’s license number or other state identification number, or a foreign country equivalent, passport number, financial account number, credit card number, or debit card number. “Sensitive health information” includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- LL. **Form of Production:** The Company shall submit documents as instructed below absent written consent.
 - 1. Documents stored in electronic or hard copy formats in the ordinary course of business shall be submitted in the following electronic format provided that such copies are true, correct, and complete copies of the original documents:
 - a. Submit Microsoft Excel, Access, and PowerPoint files in native format with extracted text and metadata.
 - b. Submit emails in TIFF (Group IV) format with extracted text and the following metadata and information:

Metadata/Document Information	Description
Alternative Custodian	List of custodians where the document has been removed as a duplicate.

Metadata/Document Information	Description
Bates Begin	Beginning Bates number of the email.
Bates End	Bates number of the last page of the email.
Beg Attach	First Bates number of attachment range.
End Attach	Ending Bates number of attachment range.
Custodian	Name of the person from whom the email was obtained.
Email BCC	Names of person(s) blind copied on the email.
Email CC	Names of person(s) copied on the email.
Email Date Received	Date the email was received. [MM/DD/YYYY]
Email Date Sent	Date the email was sent. [MM/DD/YYYY]
Email From	Names of the person who authored the email.
Email Message ID	Microsoft Outlook Message ID or similar value in other message systems.
Email Subject	Subject line of the email.
Email Time Received	Time email was received. [HH:MM:SS AM/PM]
Email To	Recipients(s) of the email.
Email Time Sent	Time email was sent. [HH:MM:SS AM/PM]
Page count	Number of pages in record.
File size	Size of document in KB.
File Extension	File extension type (e.g., docx, xlsx).
Folder	File path/folder location of email.

Metadata/Document Information	Description
Hash	Identifying value used for deduplication – typically SHA1 or MD5.
Text Link	Relative path to submitted text file. Example: \TEXT\001\FTC0003090.txt

- c. Submit email attachments other than those described in subpart (a)(i) in TIFF (Group IV) format. For all email attachments, provide extracted text and the following metadata and information as applicable:

Metadata/Document Information	Description
Alternative Custodian	List of custodians where the document has been removed as a duplicate.
Bates Begin	Beginning Bates number of the document.
Bates End	Last Bates number of the document.
Beg Attach	First Bates number of attachment range.
End Attach	Ending Bates number of attachment range.
Custodian	Name of person from whom the file was obtained.
Date Created	Date the file was created. [MM/DD/YYYY]
Date Modified	Date the file was last changed and saved. [MM/DD/YYYY]
Page count	Number of pages in record.

Metadata/Document Information	Description
File size	Size of document in KB.
File Extension	File extension type (e.g., docx, xlsx).
Filename with extension	Name of the original native file with file extension.
Hash	Identifying value used for deduplication – typically SHA1 or MD5.
Native Link	Relative file path to submitted native or near native files. Example: \NATIVES\001\FTC0003090.xls
Parent ID	Document ID or beginning Bates number of the parent email.
Text Link	Relative path to submitted text file. Example: \TEXT\001\FTC0003090.txt
Time Created	Time file was created. [HH:MM:SS AM/PM]
Time Modified	Time file was saved. [HH:MM:SS AM/PM]

- d. Submit all other electronic documents, other than those described in subpart (a)(i), in TIFF (Group IV) format accompanied by extracted text and the following metadata and information:

Metadata/Document Information	Description
Alternative Custodian	List of custodians where the document has been removed as a duplicate.
Bates Begin	Beginning Bates number of the document.
Bates End	Last Bates number of the document.
Beg Attach	First Bates number of attachment range.
End Attach	Ending Bates number of attachment range.
Custodian	Name of the original custodian of the file.
Date Created	Date the file was created. [MM/DD/YYYY]
Date Modified	Date the file was last changed and saved. [MM/DD/YYYY HH:MM:SS AM/PM]
Page count	Number of pages in record.
File size	Size of document in KB.
File Extension	File extension type (e.g., docx, xlsx).
Filename with extension	Name of the original native file with file extension.
Hash	Identifying value used for deduplication – typically SHA1 or MD5.

Metadata/Document Information	Description
Originating Path	File path of the file as it resided in its original environment.
Production Link	Relative path to submitted native or near native files. Example: \NATIVES\001\FTC0003090.xls
Text Link	Relative path to submitted text file. Example: \TEXT\001\FTC-0003090.txt
Time Created	Time file was created. [HH:MM:SS AM/PM]
Time Modified	Time file was saved. [HH:MM:SS AM/PM]

- e. Submit documents stored in hard copy in TIFF (Group IV) format accomplished by OCR with the following information:

Metadata/Document Information	Description
Bates Begin	Beginning Bates number of the document.
Bates End	Bates number of the last page of the document.
Custodian	Name of person from whom the file was obtained.

- f. Submit redacted documents in TIFF (Group IV) format accompanied by OCR with the metadata and information required by relevant document type in subparts (1)(a) through (1)(e) above. For example, if the redacted file was originally an attachment to an email, provide the metadata and information specified in subpart (1)(3) above. Additionally, please provide a basis for each privilege claim as detailed in Instruction NN.

2. Submit data compilations in electronic format, specifically Microsoft Excel spreadsheets or delimited text formats, with all underlying data un-redacted and all underlying formulas and algorithms intact. Submit data separately from document productions.
3. Produce electronic file and TIFF submissions as follows:
 - a. For productions over 10 gigabytes, use hard disk drives, formatted in Microsoft Windows-compatible, uncompressed data in USB 2.0 or 3.0 external enclosure.
 - b. For productions under 10 gigabytes, CD-ROM (CD-R, CD-RW) optical disks and DVD-ROM (DVD+R, DVD+RW) optical disks for Windows-compatible personal computers, and USB 2.0 Flash Drives are acceptable storage formats.
 - c. All documents produced in electronic format shall be scanned for and free of viruses prior to submission. The Commission will return any infected media for replacement, which may affect the timing of the Company's compliance with this Order.
 - d. Encryption of productions using NIST FIPS-Compliant cryptographic hardware or software modules, with passwords sent under separate cover, is strongly encouraged.
4. Each production shall be submitted with a transmittal letter that includes the FTC matter number; production volume name; encryption method/software used; list of custodians and document identification number range for each; total number of documents; and a list of load file fields in the order in which they are organized in the load file.
5. If the Company intends to utilize any de-duplication or email threading software or services when collecting or reviewing information that is stored in the Company's computer systems or electronic storage media, or if the Company's computer systems contain or utilize such software, the Company must contact a Commission representative to determine, with the assistance of the appropriate government technical officials, whether and in what manner the Company may use such software or services when producing materials in response to this Order.

MM. All documents responsive to this Order:

1. shall be produced in complete form, un-redacted unless privileged, and in the order in which they appear in the Company's files;

2. shall be marked on each page with corporate identification and consecutive document control numbers when produced in TIFF format (e.g., ABC-00000001);
 3. if written in a language other than English, shall be translated into English, with the English translation attached to the foreign language document;
 4. shall be produced in color where necessary to interpret the document (if the coloring of any document communicates any substantive information, or if black-and-white photocopying or conversion to TIFF format of any document (e.g., a chart or graph), makes any substantive information contained in the document unintelligible, the Company must submit the original document, a like-colored photocopy, or a JPEG format TIFF);
 5. shall be accompanied by an index that identifies: (1) the name of each Person from whom responsive documents are submitted; and (2) the corresponding consecutive document control number(s) used to identify that Person's documents. If the index exists as a computer file(s), provide the index both as a printed hard copy and in machine-readable form (provided that, Commission representatives determine prior to submission that the machine-readable form would be in a format that allows the agency to use the computer files). The Commission representative will provide a sample index upon request;
 6. shall be accompanied by an index that identifies the Acquisition to which the document relates; and
 7. shall be accompanied by an affidavit or certification of an officer of the Company stating that the copies are true, correct, and complete copies of the original documents.
- NN. If any documents are withheld from production based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support thereof, in the form of a log (hereinafter, "Complete Log") that includes each document's authors, addressees, and date; a description of each document; and all recipients of the original and any copies. Attachments to a document should be identified as such and entered separately on the log. For each author, addressee, and recipient, state the Person's full name, title, and employer or firm, and denote all attorneys with an asterisk. The description of the subject matter shall describe the nature of each document in a manner that, though not revealing information itself privileged, provides sufficiently detailed information to enable Commission staff, the Commission, or a court to assess the applicability of the privilege claimed. For each document withheld under a claim that it constitutes or contains attorney work product, also state whether the Company asserts that the document was prepared in anticipation of litigation or for trial and, if so, identify the anticipated litigation or trial upon which the assertion is based.

Submit all non-privileged portions of any responsive document (including non-privileged or redactable attachments) for which a claim of privilege is asserted (except where the only non-privileged information has already been produced in response to this Instruction), noting where redactions in the document have been made. Documents authored by outside lawyers representing the Company that were not directly or indirectly furnished to the Company or any third party, such as internal law firm memoranda, may be omitted from the log. Provide the Complete Log in Microsoft Excel readable format. The Company must retain all privileged documents that are responsive to this Order until two years after the certification of compliance with this Order.

- OO. If the Company is unable to answer any question fully, supply such information and data as are available. Explain why the answer is incomplete, the efforts made by the Company to obtain the information and data, and the source from which the complete answer may be obtained. If books and records that provide accurate answers are not available, enter best estimates and describe how the estimates were derived, including the sources or bases of such estimates. Estimated data should be followed by the notation "est." If there is no reasonable way for the Company to make an estimate, provide an explanation.
- PP. If documents responsive to a particular Specification no longer exist for reasons other than the ordinary course of business or the implementation of the Company's document retention policy as disclosed or described in response to Specification 23 of this Order, but the Company has reason to believe have been in existence, state the circumstances under which they were lost or destroyed, describe the documents to the fullest extent possible, state the Specification(s) to which they are responsive, and identify the Persons having knowledge of the content of such documents.
- QQ. In order for the Company's response to this Order to be complete, the attached certification form must be executed by the Company official supervising compliance with this Order, notarized, and submitted along with the responsive materials.
- RR. The response to the Order shall be addressed to the attention of **Bilal Sayyed** and delivered between 8:30 a.m. and 5:00 p.m. on any business day to the Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580. If you wish to submit your response by United States mail, please call the staff listed above for mailing instructions.

CERTIFICATION

This response to the Special Order issued to [COMPANY NAME], together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with instructions issued by the Federal Trade Commission. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required information, the information is, to the best of my knowledge, true, correct, and complete in accordance with the statute and rules.

Where copies rather than original documents have been submitted, the copies are true, correct, and complete. If the Commission uses such copies in any court or administrative proceeding, the Company will not object based on the Commission not offering the original document.

(Signature)

(Type or Print Name and Title)

Subscribed and sworn to before me at the City of _____,

State of _____, this ____ day of _____, 20__.

(Notary Public)

(Date Commission Expires)