

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

**COMMISSIONERS:**      **Andrew N. Ferguson, Chairman**  
                                 **Melissa Holyoak**  
                                 **Mark R. Meador**

**In the Matter of**

**DUN & BRADSTREET, INC., a corporation,  
d/b/a D&B.**

**DECISION AND ORDER  
DOCKET NO. C-4761**

**DECISION**

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondent named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondent a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondent with violations of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(l) and 56(a)(1) for violations of the Commission’s 2022 Decision and Order in the above-captioned matter.

Respondent and BCP thereafter executed an Agreement Containing Order to Show Cause and Order Modifying Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondent that, only for purposes of this action, it admits the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules, including that Respondent has consented to reopening this docket, has waived its rights under Section 3.72(b) of the Commission’s Rules of Practice, 16 C.F.R. 3.72(b), and has consented to the modifications set forth below.

Only for purposes of this action, Respondent admits the facts necessary to establish jurisdiction.

The Commission considered the matter and determined that it had reason to believe Respondent has violated the Decision and Order the Commission previously issued in *In re Dun & Bradstreet, Inc.*, C-4761, 2022 WL 1102023 (F.T.C. April 6, 2022) (the “2022 Order”), and that a Complaint should issue stating its charges in that respect. After due consideration, the Commission issues the Complaint, makes the following Findings, and issues the following Order:

## FINDINGS

1. The Respondent is Dun & Bradstreet, Inc., also doing business as D&B, a Delaware corporation with its principal office or place of business at 5335 Gate Parkway, Jacksonville, FL 32256.
2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondent, and the proceeding is in the public interest.
3. The Complaint charges violations of Sections I, II, VII, and X of an order previously issued by the Commission, 15 U.S.C. § 56(a)(1).
4. Respondent waives any claim that it may have under the Equal Access to Justice Act.
5. Respondent and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

## ORDER

### Definitions

For purposes of this Order, the following definitions apply:

- A. **“Billing Information”** means any data that enables any person to access a customer’s account, such as a credit card, checking, savings, share or similar account, or debit card.
- B. **“Business”** means any business or other entity, including nonprofits, cities, counties, municipalities, and other governmental entities.
- C. **“Charge,” “Charged,” or “Charging”** means any attempt to collect money or other consideration from a consumer, including causing Billing Information to be submitted for payment, including against the consumer’s credit card, debit card, bank account, telephone bill, or other account.
- D. **“Clearly and Conspicuously”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
  1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure (“triggering representation”) is made through only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
  3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
  4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
  5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears.
  6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
  7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- E. **“Covered Product”** means all CreditBuilder Line Products, either sold alone or with other products or services as part of a combined or bundled package; any product or service that includes an option to submit or add the names of or information about a Business’s vendors, suppliers, or other entities to that Business’s own credit report or credit file; and any product or service that Respondent markets to Businesses as being designed to allow a Business to monitor its own credit report, including CreditMonitor.
- F. **“CreditBuilder 2018”** means the CreditBuilder “basic” product in the form that Respondent began offering in January 2018 and includes subscriptions with an initial purchase date (prior to any renewals) from January 1, 2018 through April 30, 2020.
- G. **“CreditMonitor Substitute Product”** means a CreditBuilder Line Product to which Respondent migrated Businesses that had purchased CreditMonitor, during a period when Respondent temporarily stopped offering CreditMonitor, and any subsequent CreditBuilder Line Product to which Respondent migrated any such Business.
- H. **“CreditBuilder Line Product”** means CreditBuilder, CreditBuilder Basic, CreditBuilder Plus, CreditBuilder Premium, Credit Essentials, and Credit Essentials Plus, as well as any predecessor to, successor to, or variant of any of these products; and includes CreditBuilder 2018 as defined above.

- I. **“Current Customer”** includes Businesses that are customers of Respondent as of the date of the entry of this Order, and does not include a Business that first purchased a product after the date of the entry of this Order. When specifically stated in this Order, Current Customer may be further limited to exclude a Business that first purchased a product on or after May 1, 2020.
- J. **“Negative Option Feature”** means, in an offer or agreement to sell or provide any product or service, a provision under which the consumer’s silence or failure to take affirmative action to reject a product or service or to cancel the agreement is interpreted by the seller or provider as acceptance of the offer.
- K. **“Reportable Incident”** means any instance where Respondent:
  - 1. exceeds \$10,000 in excess revenue from auto-renewals above list prices in a single month in violation of Sections I or II;
  - 2. fails, in a single month, to make timely updates under Section V for over 10% of requested reinvestigations; or
  - 3. irreversibly loses, deletes, or corrupts a material number of covered records under the recordkeeping requirements of Sections II or XII this Order.
- L. **“Respondent”** means Dun & Bradstreet, Inc., a corporation, doing business as D&B (“D&B”), and its successors and assigns.
- M. **“Trade Reference”** means a source, including a vendor, supplier, or other entity, that supplies Respondent (or that a Business represents could supply Respondent) with commercial payment information about a Business.
- N. **“Trade Reference Acceptance Percentage”** means the aggregate calculation of the number of all Businesses’ submissions of payment experiences from Trade References that have been added to Businesses’ own credit reports or credit files through the operation of any CreditBuilder Line Product, divided by the number of all Businesses’ attempted submissions of payment experiences from Trade References to be added to Businesses’ own credit reports through any CreditBuilder Line Product, expressed as a percentage. The divisor of this calculation shall not be reduced for multiple attempted submissions by a Business of a single Trade Reference or a single payment experience, nor shall the divisor be reduced for any attempted submissions that Respondent has automatically rejected for any reason.

## **Sections**

### **I. Prohibited Misrepresentations**

**IT IS ORDERED** that Respondent, and Respondent’s officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive

actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, offering for sale, or sale of, or the Charging for, any product, must not misrepresent, expressly or by implication:

- A. that using any product is likely to allow a Business to have its previously unreported commercial payment experiences added to the Business's credit report;
- B. that Respondent will actively assist a Business in adding unreported commercial payment experiences to the Business's credit report;
- C. that using any product is likely to help build and/or improve a Business's credit report;
- D. the ease with which information or payment experiences can be added to or will be included on a Business's credit report;
- E. that Respondent will accept identified vendors, suppliers, or other entities as Trade References (whether identified by the Business or by Respondent's agents or employees), including specifically identified entities, entities comparable to specifically identified entities, or specific types or categories of entities;
- F. that any product is needed for Respondent to initiate or conduct a background check on a Business, or to otherwise activate or establish the Business's credit report or credit file;
- G. that any product will provide a Business with a complete credit report or credit file including a full set of scores and ratings;
- H. that any product with a Negative Option Feature will be Charged at that product's list price at the time of renewal;
- I. an obligation on the part of a Business to affirmatively act in order to avoid Charges, including where a Charge will be assessed pursuant to the offer unless the consumer takes affirmative steps to prevent or stop such a Charge;
- J. that Respondent is collecting payment for or is renewing the same product that the Business purchased the prior term; or
- K. any other material fact about the price or features of any product, or concerning a Business's ability to have, monitor, maintain, build, or improve its own credit report or credit file.

## **II. Prohibitions Regarding Negative Option Feature**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are prohibited from using a Negative Option Feature:

- A. To renew an existing agreement with or Charge a Current Customer for (1) a CreditBuilder 2018 product or (2) a CreditMonitor Substitute Product, unless Respondent receives a customer's express consent to renew the product.
- B. To renew an agreement with or Charge a Business for any Covered Product when Respondent has increased the list price of the product, unless Respondent first provides the Business with notice of such increase before the agreement is scheduled to renew, and gives the Business at least 30 days after such notice to cancel and avoid being Charged for the product.
  - 1. Notice shall be provided by email. If Respondent does not have a working email address for the Business, or if the emailed notice is returned as undeliverable, notice shall be provided by United States Postal Service, first class mail, postage pre-paid. If Respondent sends notice by United States Postal Service, Respondent must give the Business at least 30 days from the date of mailing to cancel and avoid being Charged for the product. If Respondent does not have a mailing address for the Business, or if a notice sent by United States Postal Service is returned as undeliverable, Respondent must receive the express consent of the Business before renewing the product at the increased price.
  - 2. The notice shall include the product's list price for the current term, the product's new list price, instructions on the procedure to cancel if the Business does not want to renew (as set forth in this Part B.3 below), and the deadline by which the Business must affirmatively act to avoid being Charged. The subject line of the email, and the front of the envelope for notice by United States Postal Service, shall read, without any additional language, "Price Increase Affecting Your Dun & Bradstreet [X] Product." Respondent shall insert the name of the specific Covered Product at issue where indicated by [X]. *Provided, however,* that if Respondent has increased the list price of the product but Respondent is providing the Business with a discount so that the Business will not pay any of the price increase, the notice shall also include the price that Respondent will Charge the Business. Additionally, the subject line of the email and the front of the envelope for notice by United States Postal Service shall read, without any additional language, "Price Information About Your Dun & Bradstreet [X] Product."
  - 3. Respondent shall provide a simple mechanism the Business can easily use to cancel the product and avoid being Charged, including a telephone number and web form. Respondent must assure all calls to this telephone number are answered during normal business hours. Respondent shall provide the telephone number and a link to the web form in the notice, and shall post it to an easily accessible location on the Internet.
- C. To renew an agreement with or Charge a Business for any Covered Product a Business purchased when Respondent has materially changed the product's feature or features in a manner that limits, reduces, or eliminates such feature or features.

D. To substitute a different product for the Covered Product a Business purchased, provided that, this Part D does not apply and Parts B and C of this Section apply instead if:

1. Respondent renames or rebrands the Covered Product that the Business purchased, or
2. Respondent eliminates and ceases to offer the Covered Product a Business purchased (the “Eliminated Product”), under the following conditions:
  - a. The list price of the substitute product is no higher than the list price of the Eliminated Product. For purposes of the calculation required by this condition, Respondent may not consider any introductory or discounted pricing of the substitute product.
  - b. The substitute product has every material feature of the Eliminated Product, and none of those features are limited or reduced in comparison to the Eliminated Product. Respondent may not use a combination of substitute products to meet this condition.
  - c. Respondent (i) provides the Business with prompt notice of such product substitution, and (ii) gives the Business at least 30 days after such notice to cancel and avoid being Charged for the substitute product. The notice shall be provided in the same manner as set forth in Part B.1. of this Section. If Respondent is required to send notice by United States Postal Service and does not have a mailing address for the Business, or if a notice sent by United States Postal Service is returned as undeliverable, Respondent must receive the express consent of the Business before Charging the Business for a substitute product.
  - d. The required notice shall identify the Eliminated Product and its list price; shall identify the substitute product, its list price and its features; and shall disclose that the Eliminated Product is no longer being offered. The notice shall also provide instructions on the procedure to cancel if the Business does not want to renew (as set forth in Part B.3 above), and the deadline by which the Business must affirmatively act to avoid being Charged. The subject line of the email, and the front of the envelope for notice by United States Postal Service, shall read, without any additional language, “Notice of Substitution of your [name of Eliminated Product] to a Different Product.”
  - e. If, at any time, Respondent reintroduces the Eliminated Product, Respondent shall revert the Business’s subscription back to a subscription to the Eliminated Product. For the first subscription term upon such reversion, Respondent shall charge the Business no more than the lowest of (i) the amount the Business paid for its most recent term of subscription to the Eliminated Product, or (ii) the amount the Business paid for its most recent term of subscription to any Covered Product, or (iii) the list price of the reintroduced Eliminated Product. In the event of such reversion, Respondent

shall provide notice to the Business of the reversion in a manner consistent with the terms of Parts D.2.c and d, above.

- E. For all oral offers for Covered Products, without obtaining express oral confirmation, before obtaining a Business's Billing Information, that the Business understands that the transaction includes a Negative Option Feature, and understands the specific affirmative steps the Business must take to prevent or stop further Charges. For such transactions, Respondent shall maintain for three (3) years from the date of each transaction an unedited voice recording of the entire transaction and sufficient information to identify (i) the date of the call, and (ii) if provided during the call, the D-U-N-S number of the Business on whose behalf the call was made.

### **III. Required Disclosure: Aggregated Trade Reference Acceptance Percentage**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, offering for sale, or sale of, or the Charging for, any CreditBuilder Line Product or bundled product that includes a CreditBuilder Line Product, must disclose while discussing CreditBuilder Line Products, Clearly and Conspicuously and before obtaining the Business's Billing Information, the aggregated Trade Reference Acceptance Percentage for the preceding calendar year. Upon the start of a new calendar year, Respondent may continue to disclose the most recently available calendar year's percentage until Respondent has calculated the updated percentage for the preceding calendar year, *provided that* Respondent must begin disclosing the percentage for the preceding calendar year no later than April 1.

### **IV. Required Disclosure: Respondent Does Not Identify Ineligible Trade References And Reasons For Rejection**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, offering for sale, or sale of, or the Charging for, any CreditBuilder Line Product or bundled product that includes a CreditBuilder Line Product, must disclose while discussing CreditBuilder Line Products, Clearly and Conspicuously and before obtaining the Business's Billing Information:

- A. that although Respondent maintains lists of named entities that are ineligible to be added as Trade References through CreditBuilder Line Product submissions, Respondent will not disclose in advance of any Trade Reference payment experience submission whether such Trade Reference is ineligible; and
- B. that if Respondent rejects a Trade Reference payment experience submission, Respondent will not identify to the Business the specific reason for rejection of that submission.

*Provided that*, if Respondent changes its practices described in either Part A or Part B of this Section (or both of them), this Section shall require accurate disclosure of the resulting practice or practices.

## **V. Unfairness Relief: Dispute Investigation and Resolution**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, shall, free of charge, provide Businesses with access to all information gathered, collected or maintained by Respondent, other than Respondent's proprietary or derived scores, ratings, calculations, summaries, predictions and analyses, that Respondent reports about them, and shall, free of charge, provide such Businesses with reasonable means to dispute the accuracy of such information.

- A. If a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes the accuracy of information that Respondent reports about the Business, Respondent shall, free of charge, either delete the information from files gathered, collected, or maintained by Respondent, or conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate. A reasonable reinvestigation must be responsive to the specific allegations, if any, in the Business's dispute.
- B. In conducting a reinvestigation, Respondent shall review and consider all relevant information, including, as applicable, information in Respondent's own files, publicly available information, information Respondent receives from vendors, suppliers or other entities, and information submitted by the disputing Business with respect to such disputed information. Respondent shall have no obligation to resolve disputes among other businesses as to billing or payments.
- C. If a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes any information that Respondent reports about the Business's basic identifying information, such as its name, address, or operating status (in business or out of business), Respondent shall complete its investigation within seven (7) business days from the date on which Respondent receives notice of the dispute from the Business. This seven-business-day period may be extended for not more than seven (7) additional business days if Respondent is unable to complete its investigation within seven business days despite reasonable efforts. For disputes about a Business's DUNS number (for instance, incorrect number reported or multiple DUNS assigned to the same Business), the time frames in this Part C shall be extended by seven (7) business days.
- D. If a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes any information that Respondent reports based on publicly available information, such as judgments and liens, or on payment experience information:

1. For any disputed publicly available information, if requested by the Business, Respondent shall promptly identify to the disputing Business the open source of the information, to the extent reasonably available, if not already provided to the Business;
  2. For any disputed payment experience information that Respondent does not remove from the Business's record, if requested by the Business, Respondent shall, to the extent permitted by the source that reported the payment experience information, promptly provide the disputing Business with the name of such source and the date of the payment experience at issue; *provided, however,* that Respondent may include reasonable limits on the number of items that can be disputed at one time;
  3. Respondent shall complete its investigation within fourteen (14) business days from the date on which Respondent receives notice of the dispute from the Business. This fourteen-business-day period may be extended for not more than fourteen (14) additional business days if Respondent is unable to complete its investigation within fourteen (14) business days despite reasonable efforts; and
  4. If Respondent provides the disputing Business with additional details regarding the disputed information pursuant to this Part D, and asks the Business to confirm that it continues to dispute the information in light of the additional details, then (i) Respondent may defer any additional reinvestigation until the Business informs Respondent that it continues to dispute the information, and (ii) the time between when the additional details are provided to the Business and when the Business informs Respondent that it continues to dispute the information shall not be counted in determining the time periods and deadlines set forth in this Part D.
- E. If, after any reinvestigation required by Part C or D of this Section, an item of information is found to be inaccurate, or additionally as to payment experience information, cannot be verified, Respondent shall promptly adjust its records to correct, modify, or delete that item of information to the extent that Respondent has gathered, collected, or maintained that item of information. Respondent shall maintain systems such that: (i) to the extent Respondent's products provide credit reports, scores, or ratings that contain information that updates on a daily basis, the product is designed to display the result of the correction, modification, or deletion of such information within four (4) business days after the investigation is completed; and (ii) to the extent Respondent's products provide credit reports, scores, or ratings that contain information that updates on a periodic basis, the product is designed to display the result of the correction, modification, or deletion of such information no later than Respondent's next periodic issuance of the information or an update to the information.

- F. Following any deletion of payment experience information which is found to be inaccurate or the accuracy of which cannot be verified, Respondent shall furnish notification that the item has been deleted to any entity identified by the affected Business, if (1) the identified entity obtained information from Respondent about the affected Business within a period beginning 60 days prior to notice of the dispute that resulted in deletion, and (2) the information obtained by the identified entity included or relied on the deleted information.
- G. Respondent shall maintain reasonable procedures designed to prevent the reoccurrence in a Business's credit file and credit reports of errors corrected pursuant to this Section.
- H. If Respondent removes any payment experience information from a Business's credit report pursuant to Part E of this Section, Respondent shall maintain reasonable procedures to prevent the reappearance of such information in the Business's file unless the source of the information confirms that the information is complete and accurate.
- I. Respondent shall provide notice to a disputing Business of the results of a reinvestigation under this Section not later than five (5) business days after the completion of the reinvestigation. Such notice shall include a statement that the reinvestigation is completed and provide the Business with free access to the information as revised as a result of the reinvestigation, other than Respondent's proprietary or derived scores, ratings, calculations, summaries, predictions and analyses, that Respondent reports about them.
- J. Notwithstanding anything to the contrary in this Section V, Respondent's responsibilities set forth in this Section V apply only to Respondent's own records and reports pertaining to a Business. Respondent has no obligation under this Section V to take any action to investigate, correct, modify, or delete information that is collected or maintained about a Business by Respondent's affiliates or partners, provided, however, that if a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes the accuracy of any such information, Respondent shall either (i) request that the affiliate or partner investigate the dispute or (ii) provide the Business with information sufficient for the Business to contact the affiliate or partner directly to dispute the accuracy of the information.

## **VI. Compliance & Ethics Program**

**IT IS FURTHER ORDERED** that to the extent that Respondent has not already done so, Respondent must, within 60 days of entry of this Order, establish and implement, and thereafter maintain, a comprehensive compliance and ethics program (the "Program") that ensures its compliance with Sections I, II, III, IV, V, and XII of this Order. Respondent must, at minimum:

- A. Document the design of the Program, including the manner of implementation and any material changes thereto;
- B. Provide the documentation of the Program specified in Section VI.A, and any evaluations thereof or updates thereto to a designated responsible committee of the Respondent's

- board of directors or governing body or, if no such board or equivalent governing body exists, to a senior officer of Respondent responsible for the Program at least once every calendar quarter;
- C. Designate and maintain a qualified employee or employees to oversee, manage, and monitor compliance with the Program;
  - D. Use reasonable efforts to ensure that service providers Respondent selects and retains are capable of supporting Respondent in maintaining compliance with the Program, including by contractually requiring these service providers to implement and maintain safeguards consistent with the requirements of the Order relevant to such service providers; and
  - E. Evaluate and adjust the Program in light of relevant changes to Respondent's operations, business arrangements, a Reportable Incident, any other material noncompliance with this Order, new or more efficient technological or operational methods to ensure compliance with this Order, or any other circumstances that Respondent knows or has reason to believe may have an impact on the effectiveness of the Program or any of its individual safeguards. At a minimum, Respondent must evaluate the effectiveness of the Program and any opportunities for improvement at least once every twelve (12) months and modify the Program appropriately based on the results.

## **VII. Quality Assurance Provider**

**IT IS FURTHER ORDERED** that Respondent must:

- A. For at least three years from the date of this Order, maintain the use of a qualified, third-party quality assurance provider (the "Quality Assurance Provider") to monitor telemarketing to customers (the "Telemarketing Program"), including by tracking and reporting on any misrepresentations or failures to make required disclosures covered under the Order as articulated below; and
- B. Ensure that its Quality Assurance Provider reviews a random, representative sample of communications with customers, of at least two minutes duration per communication, and provides Dun & Bradstreet with a monthly report (the "Communications Report") that includes the number of misrepresentations prohibited under Section I or failures to disclose under Sections III and IV; information sufficient to identify the calls with prohibited misrepresentations under Section I or failures to disclose under Sections III and IV; and the relevant details sufficient to ensure a representative sample has been reviewed, including the number of sales calls reviewed; the total number of sales calls made; the duration of each reviewed call; and documentation of the specific misrepresentations or failures to disclose observed in the reviewed calls. In so doing, Respondent must:
  1. Ensure that sales representatives and their supervisors do not have any control or notice regarding which communications are selected for review;

2. Discipline any employees determined to have made a prohibited misrepresentation under the Order after receiving coaching and a verbal warning, by issuing written initial and final warnings; and
3. Terminate employees determined to have made prohibited misrepresentations under the Order after a final warning.

## **VIII. Annual Certification**

**IT IS FURTHER ORDERED** that Respondent must:

- A. One year after the issuance date of this Order, and each year thereafter, provide the Commission with a certification from Respondent's Chief Executive Officer, or such other officer (regardless of title) that is designated in Respondent's bylaws or resolution of the Board of Directors as having the duties of the principal executive officer of Respondent, then a senior corporate manager, or, if no such senior corporate manager exists, a senior officer responsible for Respondent's Compliance & Ethics Program, that: (1) Respondent has established, implemented, and maintained the requirements of this Order; (2) Respondent is not aware of any material noncompliance that has not been (a) corrected or (b) disclosed to the Commission; and (3) includes a brief description of all Reportable Incidents occurring during the certified period. The certification must be based on the personal knowledge of Respondent's Chief Executive Officer, the senior corporate manager, senior officer, or subject matter experts upon whom the Chief Executive Officer, the senior corporate manager, or senior officer reasonably relies in making the certification.
- B. Unless otherwise directed by a Commission representative in writing, submit all annual certifications to the Commission pursuant to this Order via email to [DEbrief@ftc.gov](mailto:DEbrief@ftc.gov) or by overnight courier (not the U.S. Postal Service) to Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin, "*In re Dun & Bradstreet, Inc.*, FTC File No. C-4761."

## **IX. Reportable Incidents**

**IT IS FURTHER ORDERED** that Respondent, within sixty (60) days of Respondent's determination of the occurrence of a Reportable Incident, must submit a report to the Commission. The report must include, to the extent possible:

- A. The date, estimated date, or estimated date range when the Reportable Incident occurred;
- B. A description of the facts relating to the Reportable Incident, including, if known, the causes of the Reportable Incident and:
  1. For a Reportable Incident under Definition K.1, a description of the number of consumers affected, a description of the products affected, the list price of the products purchased, and any refunds or credits issued to affected consumers;

2. For a Reportable Incident under Definition K.2, a description of the number of requested reinvestigations, a description of the products affected, the number of untimely updates, and the impact of untimely updates that resulted in a change to any score associated with the consumer;
  3. For a Reportable Incident under Definition K.3, a description of the date range for the loss of records, the type(s) of records lost, the number of records lost, and efforts undertaken to recover the records;
- C. The acts that Respondent has taken to date to remediate the Reportable Incident; and
- D. A representative copy of each materially different notice, if any, related to the Reportable Incident sent by Respondent to consumers or to any U.S. federal, state, or local government entity.

Unless otherwise directed by a Commission representative in writing, all Reportable Incident reports to the Commission pursuant to this Order must be emailed to [Debrief@ftc.gov](mailto:Debrief@ftc.gov) or sent by overnight courier (not the U.S. Postal Service) to Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580. The subject line must begin, "*In re Dun & Bradstreet, Inc.*, FTC File No. C-4761."

#### **X. Acknowledgments of the Order**

**IT IS FURTHER ORDERED** that Respondent obtain acknowledgments of receipt of this Order:

- A. Respondent, within 10 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 3 years after the issuance date of this Order, Respondent must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for any Covered Product subject to a Negative Option Feature, and all agents and representatives who participate in the sale of any Covered Product; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reports and Notices. Delivery must occur within 10 days after the effective date of this Order for current personnel. For all others, delivery must occur within 10 days of when they assume their responsibilities.
- C. From each individual or entity to which Respondent delivered a copy of this Order, Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

## **XI. Compliance Reports and Notices**

**IT IS FURTHER ORDERED** that Respondent make timely submissions to the Commission:

- A. One year after the issuance date of this Order, Respondent must submit a compliance report, as to any Sections of this Order that are new or have been modified from the Order dated April 6, 2022, sworn under penalty of perjury, in which Respondent must: (1) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Respondent; (2) identify all of Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (3) describe the activities of each business, including the goods and services offered and the means of advertising, marketing, and sales; (4) describe in detail whether and how Respondent is in compliance with each new or modified Section of this Order, including a discussion of all of the changes Respondent made to comply with the Order; and (5) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.
- B. Respondent must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in: (1) any designated point of contact; or (2) the structure of Respondent or any entity that Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
- C. Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Respondent within fourteen (14) days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: " \_\_\_\_\_ " and supplying the date, signatory's full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: "*In re Dun & Bradstreet, Inc.*, FTC File No. C-4761."

## **XII. Recordkeeping**

**IT IS FURTHER ORDERED** that Respondent must create certain records for ten (10) years after the issuance date of the Order, and retain each such record for five (5) years, unless otherwise specified below. Specifically, Respondent must create and retain the following records:

- A. accounting records showing the revenues from the sale of all Covered Products sold, and, to the extent such records are created and maintained in the ordinary course of business, the costs incurred in generating those revenues, and resulting net profit or loss;
- B. personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. copies or records of all consumer complaints and refund requests for Covered Products made to customer service, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each Section of this Order, including all submissions to the Commission; and
- E. a copy of each unique advertisement or other marketing material for Covered Products making a representation subject to this Order.

## **XIII. Compliance Monitoring**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Respondent's compliance with this Order:

- A. Within 10 days of receipt of a written request from a representative of the Commission, Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.
- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with Respondent. Respondent must permit representatives of the Commission to interview anyone affiliated with Respondent who has agreed to such an interview. The interviewee may have counsel present.
- C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondent or any individual or entity affiliated with Respondent, without the necessity of identification

or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

#### **XIV. Modification of Original Decision and Order**

**IT IS FURTHER ORDERED** that this Decision and Order supersedes the Decision and Order the Commission previously issued in *In re Dun & Bradstreet, Inc.*, C-4761, 2022 WL 1102023 (F.T.C. Apr. 6, 2022).

#### **XV. Order Effective Dates**

**IT IS FURTHER ORDERED** that this Order is final and effective upon the date of its publication on the Commission's website (ftc.gov) as a final order. This Order will terminate twenty (20) years from the issuance of the Decision and Order the Commission previously issued in *In re Dun & Bradstreet, Inc.*, C-4761, 2022 WL 1102023 (F.T.C. Apr. 6, 2022), or twenty (20) years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Section in this Order that terminates in less than 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 Section.

*Provided, further*, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any Section of the Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Order will terminate according to this Section 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.

April J. Tabor  
Secretary

SEAL:

ISSUED: January 16, 2026