UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION, *Plaintiff,* v. PROCESS AMERICA, INC., a Nevada corporation; CRAIG RICKARD, individually, and as an officer of Process America, Inc; KIM RICKETTS, individually, and as an officer of Process America, Inc.; and KEITH PHILLIPS, individually, and as an officer of Process America, Inc. *Defendants.*	CIVIL NO. _____ **[Proposed] STIPULATED PERMANENT INJUNCTION AND FINAL ORDER AGAINST DEFENDANTS KIM RICKETTS AND KEITH PHILLIPS**

Plaintiff, the Federal Trade Commission ("FTC" or the "Commission"), filed its Complaint against Defendants Process America, Inc. ("Process America"), Craig Rickard ("Rickard"), Kim Ricketts ("Ricketts"), and Keith Phillips ("Phillips"), for a permanent injunction and other equitable relief in this action, pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b). The Commission and Defendants Ricketts and Phillips hereby stipulate to the entry of this Stipulated Permanent Injunction and Final Order ("Order") to resolve all matters in dispute in this action between them.

THEREFORE, it is STIPULATED, AGREED, AND ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter.

2. In its Complaint, the FTC charges that Defendants engaged in unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), by enabling merchants to impose unauthorized charges to consumers' credit and debit card accounts.

3. Defendants Ricketts and Phillips neither admit nor deny any of the allegations in the Complaint, except as specifically stated in the Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Defendants Ricketts and Phillips have entered into this Order freely and without coercion, and Defendants acknowledge that they have read the provisions of this Order and are prepared to abide by them.

5. Plaintiff and Defendants Ricketts and Phillips have agreed that the entry of this Order resolves all matters of dispute between them arising from the Complaint in this action, up to the date of entry of this Order.

6. Defendants Ricketts and Phillips waive all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Defendants Ricketts and Phillips further waive and release any claim they may have against Plaintiff, its employees, representatives, or agents.

7. Defendants Ricketts and Phillips waive any claim that they may hold under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney's fees.

8. Entry of this Order is in the public interest.

ORDER

DEFINITIONS

For the purpose of this Order, the following definitions shall apply:

1. "ACH Debit" means any completed or attempted debit to a Person's account at a financial institution that is processed electronically through the Automated Clearing House Network.

2. "Chargeback" means a procedure whereby an issuing bank or other financial institution charges all or part of an amount of a Person's credit or debit card transaction back to the acquiring or merchant bank.

3. "Chargeback Rate" means the proportion (expressed as a percentage) of chargebacks out of the total number of attempted credit or debit card sales transactions, calculated separately for each payment card association (e.g., American Express, Discover Card, MasterCard, or Visa).

4. "Client" means any Person (a) who obtains, directly or indirectly, from Defendants a merchant account that enables the acceptance of payments from a consumer for goods, services, or charitable donations; or (b) for whom Defendants act as a Sales Agent, either directly or indirectly.

5. "Defendants" means Individual Defendants Kim Ricketts and Keith Phillips, individually, collectively, or in any combination.

6. "Independent Sales Organization" or "ISO" means any Person that (a) enters into an agreement or contract with a Payment Processor to sell or market Payment Processing services to a merchant; and (b) holds, directly or indirectly, either partial or full liability in the

event of losses related to the Payment Processing activities conducted by or on behalf of the merchant.

7. "Individual Defendant" and "Individual Defendants" mean, individually or collectively, Kim Ricketts and Keith Phillips.

8. "Infusion Media" means the entities and individuals named as defendants in *FTC v. Infusion Media, Inc.*, Case No. 2:09-cv-01112-RCJ-LRL (D. Nev., filed June 22, 2009), and includes Infusion Media, Inc., Two Part Investments LLC, Two Warnings LLC, Western Networks LLC, Red Vista, LLC, Red Bluff, LLC, Raven Capital Partners, LLC, and any other entity owned or controlled by Jonathan Eborn, Michael McClain Miller, or Stephanie Burnside during the time period July 2008 through June 2009.

9. "Money-Making Opportunities" means any good or service represented to enable consumers or to assist consumers to earn income by working from home or to obtain employment in exchange for an upfront fee, grants, monetary assistance, scholarships, or business opportunities.

10. "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 an affirmative action to reject products or services or to cancel the agreement is interpreted by the Client, seller or merchant as acceptance of the offer. Offers or agreements with Negative Option Features include, but are not limited to: (a) free or introductory price trial offers in which the consumer receives a product or service for free or at a nominal or introductory price for an initial period and will incur an obligation to pay or pay a greater amount for the product or service if he or she does not take affirmative action to cancel, reject, or return the product or service before the end of that period; (b) continuity plans in which, subsequent to the consumer's agreement to

the plan, the seller or provider automatically ships products to a consumer unless the consumer notifies the seller or provider within a certain time not to ship the products; and (c) automatic renewal plans in which the seller or provider automatically renews the agreement and charges the consumer unless the consumer cancels before the renewal.

11. "Outbound Telemarketing" means a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution in which the telephone calls are initiated by the Person engaged in telemarketing as opposed to the customer or donor.

12. "Payment Processing" means providing a Person, directly or indirectly, with the means used to charge or debit accounts through the use of any payment mechanism, including, but not limited to, Remotely Created Payment Orders, Remotely Created Checks, ACH Debits, or debit, credit, prepaid, or stored value cards. Whether accomplished through the use of software or otherwise, Payment Processing includes, among other things: (a) reviewing and approving merchant applications for payment processing services; (b) providing the means to transmit sales transaction data from merchants to acquiring banks or other financial institutions; (c) clearing, settling, or distributing proceeds of sales transactions from acquiring banks or financial institutions to merchants; or (d) processing Chargebacks or returned Remotely Created Payment Orders, Remotely Created Checks, or ACH Debits.

13. "Payment Processor" means any Person providing Payment Processing services in connection with another Person's sale of goods or services, or in connection with any charitable donation.

14. "Person" means any natural person or any entity, corporation, partnership, or association of persons.

15. "Remotely Created Check" or "RCC" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the Person on whose financial account the check is drawn. A remotely created check is often also referred to as a "demand draft," "telephone check" or "preauthorized draft." For purposes of this definition, a remotely created check originates as a paper-based transaction, but can be processed subsequently through electronic means (such as through check imaging or scanning) or through non-electronic means.

16. "Remotely Created Payment Order" or "RCPO" means a payment instruction or order drawn on a Person's financial account that is initiated or created by the payee and that does not bear a signature applied, or purported to be applied, by the Person on whose financial account the order is drawn, and which is deposited into or cleared through the check clearing system. For purposes of this definition, unlike a Remotely Created Check, a Remotely Created Payment Order does not originate as a paper-based transaction. A Remotely Created Payment Order is created when a payee directly or indirectly enters financial account and routing numbers into an electronic check template that is converted into an electronic file for deposit into the check clearing system.

17. "Representatives" means the Defendants' officers, agents, servants, employees, attorneys, and those Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.

18. "Sales Agent" means a Person that matches, arranges, or refers prospective Clients or Clients to a Payment Processor or ISO for Payment Processing, but does not hold any contractual liability in the event of losses related to the Payment Processing activities conducted by or on behalf of Clients. As such, a Sales Agent may be involved in recommending a

particular Payment Processor or ISO to a prospective Client, forwarding to the Payment Processor or ISO a prospective Client's or Client's merchant application, or negotiating rates and fees charged by a Payment Processor or ISO, but a Sales Agent may not be involved in any Payment Processing and may not act as an ISO.

19. "Total Return Rate" means the proportion (expressed as a percentage) of all attempted ACH Debit, RCC or RCPO transactions that are returned for any reason, whether before or after payment, out of the total number of such attempted transactions, calculated separately for each transaction type.

20. The words "and" and "or" shall be understood to have both conjunctive and disjunctive meanings.

I.

PROHIBITION AGAINST PROCESSING OR ACTING AS AN ISO OR SALES AGENT FOR HIGH RISK CLIENTS

IT IS ORDERED that Defendants Ricketts and Phillips, whether acting directly or through any Person, subsidiary, division, or other device, are permanently restrained and enjoined from Payment Processing or acting as an ISO or Sales Agent for any Client engaged in:

A. Offering to sell, selling, promoting, or marketing goods or services with a Negative Option Feature;

B. Outbound Telemarketing;

C. Offering to sell, selling, promoting, or marketing the following goods or services:

    1. Money-Making Opportunities;

    2. Credit card or identity theft protection services;

    3. Timeshare resale services;

    4. Buying clubs;

    5. Medical discount membership plans; or

D. Conduct that has qualified a Client or prospective Client, including the principal(s) and controlling person(s) of the entity, person(s) who have a majority ownership interest in the entity, and any corporate name, trade name, fictitious name or aliases under which such person(s) do or have done business, for placement in any payment card association's chargeback monitoring program.

II.

PROHIBITION AGAINST PROCESSING OR ACTING AS AN ISO OR SALES AGENT FOR ENTITIES ENGAGED IN DECEPTIVE OR UNFAIR ACTS OR PRACTICES

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips, whether acting directly or through any Person, subsidiary, division, or other device, are permanently restrained and enjoined from Payment Processing or acting as an ISO or Sales Agent for any Client that they know or should know is engaged in or is likely to be engaged in a deceptive or unfair act or practice prohibited by Section 5 of the FTC Act, including, but not limited to:

A. The unauthorized debiting or charging of consumer bank or credit card accounts;

B. The failure to disclose, clearly and conspicuously, all products and services that are sold in conjunction with the offered product or service, and the total cost to purchase, receive, or use any such products or services;

C. The misrepresentation, directly or by implication, of the total costs to purchase, receive, or use any product or service; any material aspect of the performance, efficacy, nature or central characteristics of the product or service; and any material aspect of the nature of the seller's refund, cancellation, exchange, or repurchase policies; or

D. Tactics to evade the fraud and risk monitoring programs established by any financial institution, acquiring bank, or the operators of any payment system, including, but not limited to, balancing or distributing sales transaction volume or sales transaction activity among multiple merchant accounts or merchant billing descriptors; splitting a single sales transaction into multiple smaller transactions; or using shell companies to apply for additional merchant accounts.

III.

REASONABLE SCREENING OF PROSPECTIVE CLIENTS

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips and their Representatives, whether acting directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from Payment Processing or acting as an ISO or Sales Agent for any prospective Client without first engaging in a reasonable screening of the prospective Client to determine whether the prospective Client's business practices are, or are likely to be, deceptive or unfair within the meaning of Section 5 of the FTC Act. Such reasonable screening shall include, but not be limited to:

A. Obtaining from each prospective Client, including the principal(s) and controlling person(s) of the entity, person(s) who have a majority ownership interest in the entity, and any corporate name, trade name, fictitious name or aliases under which such person(s) do or have done business:

   1. a description of the nature of the prospective Client's business, including describing the nature of the goods and services sold for which the prospective Client seeks Payment Processing services;
   2. a list of all business and trade names, fictitious names, DBAs, and Internet websites under or through which the prospective Client has marketed or intends to market the goods and services for which the prospective Client seeks Payment Processing services;
   3. each physical address at which the prospective Client has conducted or will conduct the business(es) identified pursuant to subsection (1) of this Section III.A;

4. the name and address of every bank and Payment Processor used by the prospective Client during the preceding two years, and all merchant identification numbers ("MIDs") used by any such banks or Payment Processors in connection with the prospective Client;
5. the prospective Client's past Chargeback Rate, Total Return Rate, and estimates of future Chargeback Rates and Total Return Rates; and
6. the names of trade and bank references; and
7. whether the prospective Client, including the principal(s) and controlling person(s) of the entity, person(s) who have a majority ownership interest in the entity, and any corporate name, trade name, fictitious name or aliases under which such person(s) do or have done business, has ever been:
    i. placed in a payment card association's chargeback monitoring program; or
    ii. the subject of legal action taken by the Commission or any other state or federal law enforcement agency;

B. Taking reasonable steps to assess the accuracy of the information provided pursuant to Section III.A of this Order, including but not limited to reviewing, from an IP address that is not associated with Defendants Ricketts and Phillips, the Internet websites used by the prospective Client to market its goods or services, and obtaining and reviewing copies of monthly Payment Processing statements issued by any bank and Payment Processor used by the prospective Client during the preceding six (6) months; and

C. Obtaining and reviewing all current marketing materials for each good or service related to the offer for which Defendants Ricketts and Phillips would provide the prospective Client with Payment Processing, ISO, or Sales Agent services.

IV.

MONITORING OF CLIENTS

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips and their Representatives, whether acting directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from the following conduct when they engage in Payment Processing:

A. Failing to monitor each Client's transactions to ensure that the Client is not engaged in practices that are deceptive or unfair in violation of Section 5 of the FTC Act. Such monitoring shall include, but not be limited to, regularly reviewing Clients' websites from an IP address that is not associated with Defendants Ricketts and Phillips, regularly reviewing each Client's Chargeback Rates, Total Return Rates, and reasons provided for these rates, as well as examining any unusual or suspect transaction patterns, values, and volume;

B. Failing to calculate and update at least on a monthly basis for each Client the Chargeback Rate and Total Return Rate. Such calculations must include all transactions processed by Defendants Ricketts and Phillips since the commencement of the processing relationship with such Client. The Chargeback Rate and Total Return Rate shall be calculated separately for each payment mechanism processed, including ACH Debits, credit and debit card transactions, and any other transactions conducted via alternative payment mechanisms. For any Client with multiple processing accounts, the calculation

of the Chargeback Rate and Total Return Rate shall be made for each of the Client's individual processing accounts, and in the aggregate for each Client;

C. Failing immediately to conduct a reasonable investigation of the cause for any Total Return Rate exceeding two and one-half percent (2.5%) or Chargeback Rate exceeding one percent (1%) as calculated under Section VI.B of this Order. Such reasonable investigation shall include:

   1. During the investigation, Defendants Ricketts and Phillips shall suspend all Payment Processing services for the Client under investigation. If Defendants Ricketts and Phillips do not have the contractual authority to suspend Payment Processing services for the Client under investigation, Defendants Ricketts and Phillips will provide written notice to any entities that do have contractual authority to suspend Payment Processing services for the Client, including any ISOs and acquiring banks. Such notice shall state prominently that the Client is being investigated by Defendants Ricketts and Phillips pursuant to a Stipulated Order with the Federal Trade Commission, and the notice shall recommend that the recipient suspend Payment Processing services for the Client during the period of investigation.

   2. Reasonable investigation includes but is not limited to verifying and updating the truth and accuracy of information gathered in compliance with Section III of this Order and any other advertising of the Client; confirming that the Client has obtained required consumer authorizations for the transactions; contacting consumers, financial institutions, and Better Business Bureaus to gather detailed information, including complaints and other relevant information, regarding the

Client; searching publically available sources for legal actions taken by the Commission or other state or federal law enforcement agencies against the Client; and conducting "test" shopping to determine the Client's sales practices, where possible;

3. At the completion of the investigation, Defendants Ricketts and Phillips shall not recommence, or recommend the recommencement of, Payment Processing services for the Client under investigation unless Defendants Ricketts and Phillips have made a written report that establishes facts that demonstrates, by clear and convincing evidence, that the Client's business practices, related to the offer(s) for which Defendants Ricketts and Phillips provide Payment Processing services, were not and are not a deceptive or unfair act or practice in violation of Section 5 of the FTC Act, as described in Section II of this Order. If Defendants Ricketts and Phillips gave written notice of their investigation to any other business pursuant to Section IV.C, Defendants shall provide a copy of its written report to those businesses after concluding their investigation.

Nothing in this Section IV shall be read to insulate the Defendants Ricketts and Phillips from liability for a violation of Section 5 of the FTC Act or any provision of this Order.

V.

PROHIBITION ON USE
OF CONSUMER ACCOUNT INFORMATION

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips, whether acting directly or through any Person, subsidiary, division, or other device, are permanently restrained and enjoined from:

A. Disclosing, using, or benefitting from Infusion Media customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), which was obtained by any Defendant prior to entry of this Order; and

B. Failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

PROVIDED, HOWEVER, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by a law, regulation, or court order.

VI.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips obtain acknowledgments of receipt of this Order:

A. Each Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For three (3) years after entry of this Order, each Defendant for any business that he, individually or collectively with any other Defendant, is the majority owner or directly or indirectly controls, must deliver a copy of this Order to: (1) all

principals, officers, directors, and managers; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven days of entry of this Order for current personnel. To all others, delivery must occur before they assume their responsibilities**.**

C. For three (3) years after entry of this Order, each Defendant must deliver a copy of this Order to all Payment Processors for which Defendants Ricketts and Phillips refer prospective Clients as an ISO or Sales Agent.

D. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

VII.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips make timely submissions to the Commission:

A. 180 days after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury.

1. Each Defendant must: (a) designate at least one telephone number and an email, physical, and postal address as points of contact, which representatives of the Commission may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of

each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which each Defendant must describe if they know or should know due to his own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;

2. Additionally, each Defendant must: (a) identify all telephone numbers and all email, Internet, physical, and postal addresses, including all residences; (b) identify all titles and roles in all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For ten (10) years following entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact or (b) the structure any entity that Defendant has any ownership interest in or directly or indirectly controls 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.

2. Additionally, each Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify its name, physical address, and Internet address, if any.

C. Each Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such Defendant within 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: FTC v. Process America, Inc., Craig Rickard, Kim Ricketts, and Keith Phillips, X1023184.

VII.

RECORDKEEPING

IT IS FURTHER ORDERED that Defendants Ricketts and Phillips must create certain records for ten (10) years after entry of the Order, and retain each such record for 5 years. Specifically, each Defendant for any business in which that Defendant, individually or collectively with any other Defendants, is a majority owner or directly or indirectly controls, must maintain the following records:

A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;

C. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response; and

D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission.

IX.

COMPLIANCE MONITORING

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

A. Within 14 days of receipt of a written request from a representative of the Commission, each Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents, for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with each Defendant. Defendants Ricketts and Phillips must permit representatives of the Commission to interview any employee or other Person affiliated with any Defendant who has agreed to such an interview. The Person interviewed 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 Defendants Ricketts and Phillips or any individual or entity affiliated with Defendants, 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.

X.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED, this _____ day of _____ , 2013.

_____
United States District Judge

The parties, hereby consent to the terms and conditions of the Order as set forth above and consent to the entry thereof.

FOR THE DEFENDANTS:

Kim Ricketts, Defendant
Individually

Dated: 8/5/2013

Keith Phillips, Defendant
Individually

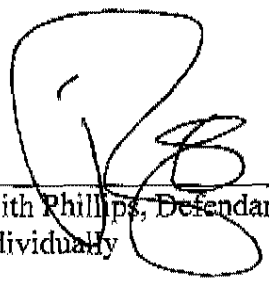
Dated: _____

The parties, hereby consent to the terms and conditions of the Order as set forth above and consent to the entry thereof.

FOR THE DEFENDANTS:

_____ Dated: _____

Kim Ricketts, Defendant
Individually



_____ Dated: 8/1/2013

Keith Phillips, Defendant
Individually

FOR PLAINTIFF, THE FEDERAL TRADE COMMISSION:

JONATHAN E. NUECHTERLEIN
FEDERAL TRADE COMMISSION,
General Counsel

Dated: 10/31/13

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