THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AMAZON.COM, INC.,

Defendant.

No. 2:14-CV-01038-JCC

DECLARATION OF HARRY H. SCHNEIDER, JR., IN SUPPORT OF AMAZON.COM, INC.'S MOTION FOR PARTIAL SUMMARY JUDGMENT

NOTED ON MOTION CALENDAR:

Friday, February 26, 2016

ORAL ARGUMENT REQUESTED

I, Harry H. Schneider, Jr., declare as follows:

1. I am an attorney at Perkins Coie LLP and one of the attorneys representing Amazon.com, Inc. ("Amazon") in this matter. I make this declaration based upon personal knowledge as to which I am competent to testify.

2. Attached hereto as **Exhibit A** is a true and correct copy of relevant excerpts from the deposition transcript of Aaron Rubenson, dated September 18, 2015.

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Seattle, WA 98101-3099
Phone: 206.359.8000
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3. Attached hereto as **Exhibit B** is a true and correct copy of relevant excerpts from the deposition transcript of Amazon's Rule 30(b)(6) deposition witness (Aaron Rubenson), dated October 2, 2015.

4. Attached hereto as **Exhibit C** is a true and correct copy of relevant excerpts from the deposition transcript of Jeffrey D. Pieros, dated July 21, 2015.

5. Attached hereto as **Exhibit D** is a true and correct copy of relevant excerpts from the deposition transcript of Michael A. Lagoni, dated July 22, 2015.

6. Attached hereto as **Exhibit E** is a true and correct copy of relevant excerpts from the deposition transcript of Nathan Glissmeyer, dated September 17, 2015.

7. Attached hereto as **Exhibit F** is a true and correct copy of relevant excerpts from the deposition transcript of FTC expert witness Jennifer King, dated January 12, 2016

8. Attached hereto as **Exhibit G** is a true and correct copy of relevant excerpts from the transcript of the FTC's Rule 30(b)(6) deposition witness (Malini Mithal), dated September 11, 2015.

9. Attached hereto as **Exhibit H** are true and correct copies of selected screenshots of Amazon's purchase prompts with Parental Controls enabled. These screenshots were produced by Amazon to the FTC in this litigation and are bates numbered Amazon_00008757 through Amazon_00008759.

10. Attached hereto as **Exhibit I** is a true and correct copy of relevant excerpts from the deposition transcript of Michael Harbut, dated September 2, 2015.

11. Attached hereto as **Exhibit J** is a true and correct copy of a screenshot of Amazon's notice of in-app purchasing opportunities on the app-description page. This

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screenshot was produced by Amazon to the FTC in this litigation and is bates numbered Amazon_00008749.

12. Attached hereto as **Exhibit K** are true and correct copies of a sample order-confirmation emails, the former used at launch of in-app purchasing and produced to the FTC during Amazon's June 2014 presentation to the FTC, the latter produced by Amazon to the FTC in this litigation, bates numbered Amazon_00379862 through Amazon_00379863.

13. Attached hereto as **Exhibit L** are true and correct copies of selected screenshots of Amazon's purchase prompts for in-app purchases requiring entry of a password when Parental Controls were disabled, including for purchases of high-priced in-app items (high-price password prompt), in-app purchases made within five minutes of one another (i.e., high-frequency password prompt), and in-app purchases made from apps designed for use by children or that were experiencing high refund rates (i.e., high-risk password prompt). The screenshots for those prompts are visually identical. These screenshots were produced by Amazon to the FTC in this litigation and are bates numbered Amazon_00008751 through Amazon_00008754 and Amazon_00008782 through Amazon_00008784.

14. Attached hereto as **Exhibit M** is a true and correct copy of an article posted on NBCNews.com titled "Kids Get Endless Supply of Videos, Apps with Kindle FreeTime Unlimited." This article was downloaded at my direction from the Internet Archive Wayback Machine and was archived on January 1, 2013. The URL is https://web.archive.org/web/20130101090619/http://www.nbcnews.com/technology/gadgetbox/kids-get-endless-supply-videos-apps-kindle-freetime-unlimited-1C7441220.

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15. Attached hereto as **Exhibit N** is a true and correct copy of a web posting by Common Sense Media titled "Essential Apps for Kids and Teens - Kindle Fire." This posting was downloaded at my direction from the Internet Archive Wayback Machine and was archived on August 23, 2013. The URL is https://web.archive.org/web/20130823122749/http://www.commonsensemedia.org/guide/best-first-kids-apps/kindle-fire.

16. Attached hereto as **Exhibit O** are true and correct copies of selected screenshots of Amazon's first-time purchase prompt added in May 2013. These screenshots were produced by Amazon to the FTC in this litigation and are bates numbered Amazon_00008785 through Amazon_00008787.

17. Attached hereto as **Exhibit P** are true and correct copies of screenshots of Amazon's June 2013 enhanced detail pages for apps with in-app purchasing that include a "Key Details" legend and popup window further explaining in-app purchasing and Parental Controls. These screenshots were produced by Amazon to the FTC in this litigation and are bates numbered Amazon_00008777 through Amazon_00008781.

18. Attached hereto as **Exhibit Q** are true and correct copies of (1) the FTC's January 15, 2014, press release announcing its settlement with Apple regarding in-app purchasing and (2) Agreement Containing Consent Order between the FTC and Apple (which was marked as a deposition exhibit during the FTC's Rule 30(b)(6) deposition of witness Malini Mithal taken on September 11, 2015).

19. Attached hereto as **Exhibit R** are true and correct copies of screenshots of Amazon's revised first-time purchase prompt in place since June 2014. These screenshots were

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produced by Amazon to the FTC in this litigation and are bates numbered Amazon_00008798 through Amazon_00008811.

20. Attached hereto as **Exhibit S** is a true and correct copy of relevant excerpts from the expert report of Jennifer King, dated October 16, 2015.

21. Attached as **Exhibit T** is a true and correct copy of a September 25, 2015, email I received from FTC's counsel, Jason Adler, stating: "[W]e're not planning to seek as part of monetary relief charges incurred after June 2014 by consumers who faced the June 2014 prompt".

22. Attached hereto as **Exhibit U** is a true and correct copy of relevant excerpts from the expert report of Daniel Hamermesh, dated October 15, 2015.

23. Attached hereto as **Exhibit V** is a true and correct copy of relevant excerpts from Plaintiff's Responses and Objections to Amazon.com, Inc.'s First Set of Requests for Admission, dated September 21, 2015.

24. On August 28, 2012, the FTC first served on Amazon its civil investigative demand related to Amazon's billing practices for in-app purchases.

25. On January 7, 2016, the FTC served on Amazon its Third Supplemental Initial Disclosures in which it disclosed its calculation of alleged damages confined to in-app-purchase transactions through June 3, 2014.

26. The FTC has not since filing its Complaint in July 2014 asked Amazon to change any of its billings practices for in-app purchases.

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I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED at Seattle, Washington, this 2nd day of February, 2016.

s/ Harry H. Schneider, Jr.
Harry H. Schneider, Jr.

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CERTIFICATE OF SERVICE

I certify that on February 2, 2016, I electronically filed the foregoing Declaration of Harry H. Schneider, Jr., In Support of Amazon's Motion for Partial Summary Judgment with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to attorneys of record.

I certify under penalty of perjury that the foregoing is true and correct.

DATED this 2nd day of February, 2016.

s/ Harry H. Schneider, Jr.

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Exhibit A

Exhibit A

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **FEDERAL TRADE COMMISSION**
915 SECOND AVENUE
SEATTLE, WASHINGTON

DATE **SEPTEMBER 18, 2015**

PAGES **1 THROUGH 220**

DEPOSITION OF AARON C. RUBENSON

CONFIDENTIAL

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

Q You mentioned that Amazon removed at some point items, in-app purchase items above $20. Why was that chosen as the threshold for removal?

A We -- we looked at the percentage -- in general, our approach to challenge is like this, is to look at data to try and identify where the problem is worst, what's causing it, and then implement solutions that address the problem, while at the same time being cognizant of not making a bad experience for all the other customers that are using a given program.

And so in this case when we looked at the data for refunded in-app purchasing OPS, the figure that I remember is that roughly 75 percent of the refunded OPS -- sorry -- refunded revenue -- OPS stands for "order product sales," which is revenue. 75 percent of the refunded revenue was coming from items priced over $20.

And so that seemed like a logical inflection point for us to say, Okay, until we can implement other mechanisms that reduce some of the contact and the refund rates we're doing, let's at least take those products down from the catalog to -- as a measure for helping our customers.

Q And what's the basis for your conclusion that there's not a significant number of consumers who don't notice the charges?

A I would say three things. One, having seen the data now for a number of years about customers continuing to ask for refunds, albeit in smaller and smaller numbers as we got a handle on the situation. But continuing to ask for refunds across a broad spectrum of price points. It seems like customers know about Amazon's customer service, trust it, and don't hesitate to contact us when they have an issue.

Second point was that we were very -- we've been very consistent in maintaining very consumer-friendly policies when it comes to refunds. And the data that you've seen shows that we've been very consistent in giving people refunds when they ask for them, not just for the first accidental purchase request, but even for second and third, sometimes many subsequent refund requests, for the good of the long-term

relationship with Amazon.

And then the third is -- the third data point that I've looked at is the credit card chargebacks for in-app purchasing that come back to us, which have consistently been very low, been around a half percent or less for some months. And it's -- again, it's not definitive, but it's another data point that says, if -- somehow, if a customer was not aware of a purchase, if an account holder was not aware of a purchase, if they somehow missed the post-purchase e-mail confirmation, there's another opportunity for them to discover that, which is when they get their -- their bank statement. And we've just not seen a significant number of those charges come back to us, even after customers have reviewed that -- that bank statement.

CERTIFICATE OF REPORTER

DOCKET/FILE NUMBER: 2:14-cv-01038-JCC
CASE TITLE: FTC v. AMAZON.COM, INC.
HEARING DATE: SEPTEMBER 18, 2015

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the steno notes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: SEPTEMBER 21, 2015

_____
JOHN M.S. BOTELHO

Exhibit B

Exhibit B

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **FEDERAL TRADE COMMISSION**
915 SECOND AVENUE
SEATTLE, WASHINGTON

DATE **OCTOBER 2, 2015**

PAGES **1 THROUGH 246**

DEPOSITION OF AARON RUBENSON 30(b)(6)

CONFIDENTIAL

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

Q And what is the downside to the -- what you described as the unnecessary friction?
A Couple -- couple of things. One is just a break from our -- going back to what we discussed earlier, it's a break from our brand. When you think about Amazon, we've built our -- we have three pillars of our experience for Amazon overall: Have the broadest selection possible, provide the best value for our customers, and have the most convenient shopping experience. And so that led to 1-Click on the website.

By the way, if you think about our -- our e-readers, it also -- you know, the whole point of the e-reader is the books that -- the devices that would download -- that you download books is that

they also had 1-Click. We carry that convenience forward from our websites to these devices so that you could have, you know, pretty much any book that was out there in the world available to you within 60 seconds by -- through 1-Click. And then we carried that brand forward to the Fire devices, the -- first the Kindle e-readers, and then it became the Kindle Fire tablets. "Kindle" was actually in the name.

So we're trying to carry this brand equity of the convenient shopping experience forward to our devices. And by adding a password challenge for items over $20, we're breaking that paradigm. We're going the wrong way from -- from a -- from a convenience standpoint.

And, you know, and frankly, at this stage in our development, the amount of revenue being generated by the Appstore is -- was immaterial to Amazon overall. So our -- our considerations at this step were, you know, having good experience so that our customers would come back so that we could keep growing and

start turning that -- that flywheel.

Q In the use case of a game in which many of the players of the game are children, do you think that consumers -- the Amazon account holders, like the parents, have a different preference for the amount of friction they would like in that game?

A I think -- I think -- I expect -- I think parents manage that experience in many different ways. Different expectations. Our goal, frankly, was not to speculate on what they would want, but give them

the tools from day one to protect themselves if they wanted.

We talked about this last time, but from our first design review, our first strategy review for in-app purchasing, all the way back in April of 2011, we were talking about the need for parental controls for in-app purchasing. As you know, we launched with parental controls for in-app purchasing the day we turned the feature on, and continued to iterate to make those controls more visible and more flexible over time.

And so we recognize that some parents might choose to go down that path of wanting friction. And we tried to provide -- we thought we provided a great tool set for that.

CERTIFICATE OF REPORTER

DO DOCKET/FILE NUMBER: 2:14-cv-01038-JCC
CASE TITLE: FTC v. AMAZON.COM, INC.
HEARING DATE: OCTOBER 2, 2015

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the steno notes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: OCTOBER 6, 2015

_____
JOHN M.S. BOTELHO

Exhibit C

Exhibit C

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **FEDERAL TRADE COMMISSION**
915 SECOND AVENUE
SEATTLE, WASHINGTON

DATE **JULY 21, 2015**

PAGES **1 THROUGH 186**

DEPOSITION OF JEFFREY D. PIEROS

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

I'm not sure if you're familiar with what our customer connections or C2 program is, but one of the mandates from Jeff Bezos is that every senior leader, which would be a Level 6 or up, attend a customer connections training every two years. What this is, it's again to try and make sure that, you know, if our mission is to truly be the world's most customer-centric company, we want to make sure people are constantly thinking about the customer.

Q Were customers contacting customer service, saying they were unaware of parental controls?
A Yeah. Yeah. And, you know, at Amazon, we trust our customers. There very well may have been some customers that had known about it, but when a customer told us in

customer service, "Hey, I didn't know about parental controls," we believed them.

I remember very vividly being in my office Christmas morning on a conference call with Aaron Rubenson, one of my CSMs, and some other stakeholders trying to figure it out. This was -- it was my first experience really A), working on Christmas Day, but B), working with an executive or a director who took time away from their family on Christmas Day to try to solve an issue.

So when I -- based on that, my experience with this business team and how engaged they were in the customer experience, I have a hard time saying that the FTC investigation added any priority to it as -- as the team was already trying to fix it.

Q What would happen if a consumer complained about the in-app purchases but didn't specifically request a refund?

A Our -- our associates are pretty well known for being customer obsessed. And so if a customer called in and said, hey, my son's been ordering these, this upsets me, the default reaction of our associates is to go ahead and refund.

CERTIFICATE OF REPORTER

DOCKET/FILE NUMBER: 2:14-cv-01038-JCC
CASE TITLE: FTC v. AMAZON.COM, INC.
HEARING DATE: July 21, 2015

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the steno notes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: JULY 23, 2015

_____
JOHN M.S. BOTELHO

Exhibit D

Exhibit D

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **FEDERAL TRADE COMMISSION**
915 SECOND AVENUE
SEATTLE, WASHINGTON

DATE **JULY 22, 2015**

PAGES **1 THROUGH 246**

DEPOSITION OF MICHAEL A. LAGONI

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

A I don't know with a hundred percent certainty that 100 percent of those customers would call customer service and get a refund. But we felt confident that we had put all the right programs in place to ensure that if someone wanted a refund, they could get one. Where Amazon has -- you know, it's regularly voted as the best customer service in the world, and everyone knows how to get ahold of Amazon and get a refund. And we would e-mail the user and let them know that there was a purchase made on the device in the Appstore to let them know that a purchase, you know, had happened. And we had told the customer service team that if anyone calls about this issue, just give them the refund.

And so we tried to make it as easy as possible. And so because of all that, we felt like if customers wanted a refund, they would get a refund.

And we certainly had the most talented people in the organization working on trying to analyze and identify where these refunds were coming from and what we can do about it.

CERTIFICATE OF REPORTER

DOCKET/FILE NUMBER: 2:14-cv-01038-JCC
CASE TITLE: FTC v. AMAZON.COM, INC.
HEARING DATE: JULY 22, 2015

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the steno notes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: JULY 24, 2015

_____
JOHN M.S. BOTELHO

Exhibit E

Exhibit E

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **FEDERAL TRADE COMMISSION**
915 SECOND AVENUE
SEATTLE, WASHINGTON

DATE **SEPTEMBER 17, 2015**

PAGES **1 THROUGH 210**

DEPOSITION OF NATHAN B. GLISSMEYER

CONFIDENTIAL

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

Q What kind of benefits?
A For instance, in FreeTime, parents set time limits. At that time, that feature didn't exist. Parents explicitly choose what digital media they want their child to view. That functionality didn't exist. Those are two examples of ways in which I saw it as a -- as features that went beyond parental controls.

Q Do you recall anything about the discussion of the meeting?
A Yes. I thought Dilip's notes on the first page did a pretty good job of getting at kind of what we took away. Jeff wanted to make sure we didn't think of it as just a, you know, you had to go get an app. He wanted it to be -- he liked the idea of the service that you can get

in lots of places and that it would have the same experience. That was the big takeaway that I took from that meeting.

Q And Project Tahoe was the code name and ultimately became Kindle FreeTime and Kindle FreeTime Unlimited?

A Correct. When I started, Peter said, "You have to work on Tahoe," which was just come up with features for kids and parents for our devices business.

Q How is FreeTime marketed to consumers?
A We have e-mails that go out to customers who purchase a device that's capable of using FreeTime. We do that when you turn your device on, you know, shortly after. We found that that's the best way. People just turn their device on. That's when it's most top of mind to them.

We have display advertising on Amazon.com. There's a page on Amazon. Our internal name for it is a feature doc. It's kind of a weird name. But it's a list of all of the different features, what's it about, how do you use it, who would it make sense for.

We have done print media ads, magazines, like Family Circle, Good Housekeeping, People, I believe. The things that are directed, we believe, towards moms. And then FreeTime had one television ad that we played. I want to say in 2013, but I don't know for sure. Check that.

And then those are specifically marketing. For PR, we -- we produce releases every time we have a new device, which happened yesterday. We have -- I do events with the mommy bloggers or people who are interested in parenting issues. I meet with, like, the children, the Family Online Safety Institute to talk to them. I participate in one of their panels to drive

awareness. Those are the ways we get the word out about FreeTime.

So if FreeTime says, for instance, you can't make an in-app purchase, it would in software be done by simply setting that setting as though a user had done it.

So my memory is that on October 22nd is when FreeTime began its over-the-air software update, and then something like December 2nd or 7th, that first week of December, is when FreeTime Unlimited became available.

A Yeah. The app OTA in October was for a device called Otter 2, a device called Tate, and a device called Jem. And the Otter 2 was the same look and feel as the original Kindle Fire. My recollection is that the price was lower. And there may have been a new chip set. It may have been faster in some way. But it -- it looked and felt that way.

And then Tate and Jem were thinner, faster, better devices. And we went from having one to three. And so we launched on Otter 2, on Tate, and Jem.

Q Does that mean a consumer already owned a device, and then after this update in October, FreeTime appeared as an app in their --

A Correct.

Q Okay. Have you made any other changes since the time of this e-mail to improve discovery of FreeTime?
A Yes. So I refer to the lock screen ad and store picker

and home screen ads. Those continue, but we are now much more methodical about always making sure we have one. We have also introduced -- if you go to Amazon.com and type in "FreeTime" or "FreeTime Unlimited," the page that describes those features jumps to the top. We call it a sparkle. And we're just much more -- we have much more of a calendar now of going out and meeting with press that's interested in this.

Kindle Fire is, you know, a product with broad appeal. FreeTime is really something that appeals to parents. And so we've gone to parenting -- you know, mommy blogger and other parenting-directed press events to try and promote it. Those are the main differences over this, what's described in Exhibit 274.

A There are two different ways that in-app purchases occur in apps. I mean, there may be others, but these are the two that I'm familiar with. The predominant one is that they use an in-app purchase platform, such as the one that Amazon provides for its Appstore, to make that purchase. In that case, because it's Amazon software, we simply disable it. It's not possible. You tap on it, it doesn't work.

The other way that in-app purchases can occur is that they link to a website where you purchase credits or, you know, give some log-in detail or something. In that case, they would have the Web access blocked. So we blocked both of those types of in-app purchases.

CERTIFICATE OF REPORTER

DOCKET/FILE NUMBER: 2:14-cv-01038-JCC
CASE TITLE: FTC v. AMAZON.COM, INC.
HEARING DATE: SEPTEMBER 17, 2015

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the steno notes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: SEPTEMBER 23, 2015

_____
JOHN M.S. BOTELHO

Exhibit F

Exhibit F

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

- - - - - - - - - - - - - - - - -

FEDERAL TRADE COMMISSION,)

Plaintiff,) CASE NO.

vs.) 2:14-CV-01038-JCC

AMAZON.COM, INC.,)

Defendant.)

- - - - - - - - - - - - - - - - -

DEPOSITION OF JENNIFER KING

TUESDAY, JANUARY 12, 2016

BY: BRENDA L. MARSHALL, CSR NO. 6939, RPR

Q. So did the June 2014 version fall short on any of those?

A. I had concerns, and I have global concerns, about the use of parental controls, the terminology, as well as the use of parental controls as the means by which to -- to communicate the restriction of in-app purchases, but beyond that, it resolved several of the issues I was concerned with. Perhaps not all, but some of them.

Q. Which ones would be in the "not all"? Let me phrase it this way. Maybe it would help.

You didn't identify any shortcomings against any of these in your -- either of your reports, did you?

A. No. Not specifically at this stage.

Q. Generally?

A. I would still be concerned with the use of the term "purchase."

Q. I guess my question was, did you identify that concern in the report?

A. Oh, in the report. Not at this stage, no.

Q. Have you identified any concerns in either of your reports?

A. With -- sorry. No. Okay. With this window in particular, I do not believe so.

Q. It is correct, isn't it, that there's nothing in your report that suggests that the Amazon Appstore process is flawed as it stands today?

MR. ADLER: Object to form.

THE WITNESS: The purchase process?

BY MR. BURMAN:

Q. Yes.

A. What I analyze here? I'm sorry. Restate the beginning of the question. There was nothing that suggests that --

Q. There's nothing in your report that indicates that the web site, as it currently operates, is legally flawed?

A. No.

MR. ADLER: Object to form.

THE WITNESS: Legally -- I'm not sure how to answer the legal part, but I don't believe that -- it is my understanding that this particular password prompt,

figure 10 in my report, the 2014 iteration, is not the source of the FTC's concern. At least I believe it's not.

STATE OF CALIFORNIA)
) ss
COUNTY OF SONOMA)

I hereby certify that the witness in the foregoing deposition, JENNIFER KING, was by me duly sworn to testify to the truth, the whole truth and nothing but the truth, in the within-entitled cause; that said deposition was taken at the time and place herein named; and that the deposition is a true record of the witness's testimony as reported by me, a duly certified shorthand reporter and a disinterested person, and was thereafter transcribed into typewriting by computer.

I further certify that I am not interested in the outcome of the said action, nor connected with nor related to any of the parties in said action, nor to their respective counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of JANUARY, 2016.

Reading and Signing was:

_X_ requested ___ waived ___ not requested

_____

BRENDA L. MARSHALL, CSR #6939

Exhibit G

Exhibit G

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **PERKINS COIE**
700 13TH STREET, NW
WASHINGTON, DC

DATE **SEPTEMBER 11, 2015**

PAGES **1 THROUGH 242**

DEPOSITION OF MALINI MITHAL

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

Q. So tell me what changed in or about June 2014 or later which has caused the FTC's position to be different than it was before.

A. The FTC contends that in June 2014 Amazon finally began changing its framework to obtain consent.

Q. And how did it change its framework?

A. The -- at that time Amazon introduced a password prompt that taken together with its entire practice and purchase flow obtained parental consent at that time.

A. And when we filed the complaint, our position was that in June 2014 Amazon began changing its framework so that parents could provide consent.

Q. The FTC has not taken a public position on whether Amazon is currently complying with section 5; correct?
A. That is correct.
Q. If it is currently complying, would there be any need for injunctive relief?

MR. SCHALL: Objection. Calls for a legal conclusion and attorney work product.
Don't answer.
BY MR. SCHNEIDER:
Q. What would the injunctive relief be if Amazon is currently in compliance?
MR. SCHALL: Objection. Attorney work product.
Don't answer.
BY MR. SCHNEIDER:
Q. Does the FTC intend to let Amazon know between now and the end of trial whether the commission considers Amazon to be in violation or in compliance with section 5?
MR. SCHALL: Objection. Attorney work product and deliberative process privilege.
Don't answer.

Q. I understand, and I'm focused now just on the injunctive relief.

What else, if anything, does Amazon need to do to make sure that it's in compliance?

As I understand it, the FTC hasn't taken the position that Amazon is in violation today, and so my question is, what will -- what does the FTC contend

Judge Coughenour must order Amazon to do with injunctive relief to be in compliance?

MR. SCHALL: Objection. Attorney work product to the extent that it's any opinion -- well, actually that's just attorney work product.

Don't answer.

BY MR. SCHNEIDER:

Q. Would you agree with this fairly straightforward proposition? If Amazon is in compliance today and remains in compliance through the time of trial, what would be the need for injunctive relief?

MR. SCHALL: Objection. That's not a proposition. It's a question about a question.

And also object it's attorney work product to the extent that he's asking about what Amazon needs to do to be in compliance or to the extent that the -- that any answer is formed in anticipation of litigation or for purposes of this litigation.

If the FTC has taken a position outside of that, you may answer as to that only if you understand the question.

BY MR. SCHNEIDER:

Q. If Amazon is in compliance today, what injunctive relief is necessary?

MR. SCHALL: Objection. Attorney work product.

Don't answer.

THE WITNESS: The FTC has publicly taken positions that permanent injunctions are necessary because a company, particularly with changing practices and changing password prompts and getting consents sometimes but not other times, would be free to resume or continue any violative practices absent such an order. But I'm not -- I cannot recall whether specifically in the motion to dismiss we briefed that issue.

BY MR. SCHNEIDER:

Q. I understand.

Well, if there is any ongoing harm that threatens to continue in the future, what is it?

MR. SCHALL: Objection.

BY MR. SCHNEIDER:

Q. What is the harm?

MR. SCHALL: Objection. Attorney work product to the extent that it calls for any conclusions attorneys reached for purposes of this litigation or in anticipation of this litigation.

If the FTC came to a conclusion on that outside of this litigation, then you can answer as to that only.

THE WITNESS: So the harm is that Amazon can charge consumers without their consent, as it may be

doing now, as it has done in the past, at different points, without an order.

Q. And Amazon's purchase flow as of June 2014 after implementation of the technique that you've described as changing the framework, it also permits the user to elect to consent to future in-app purchases; right?

A. In June 2014, the -- Amazon has a mechanism for consumers being able to consent to future charges.

Q. And with respect to that specific mechanism, is there anything you're aware of that's deficient in the Amazon prompt that causes it not to be in compliance with section 5 --

MR. SCHALL: Objection.

BY MR. SCHNEIDER:

Q. -- anything at all?

MR. SCHALL: Objection. Attorney work product. Don't answer.

DISTRICT OF COLUMBIA, to wit:

I, Josett F. Whalen, before whom the foregoing deposition was taken, do hereby certify that the within-named witness personally appeared before me at the time and place herein set out, and after having been duly sworn by me, according to law, was examined by counsel.

I further certify that the examination was recorded stenographically by me and this transcript is a true record of the proceedings.

I further certify that I am not of counsel to any party, nor an employee of counsel, nor related to any party, nor in any way interested in the outcome of this action.

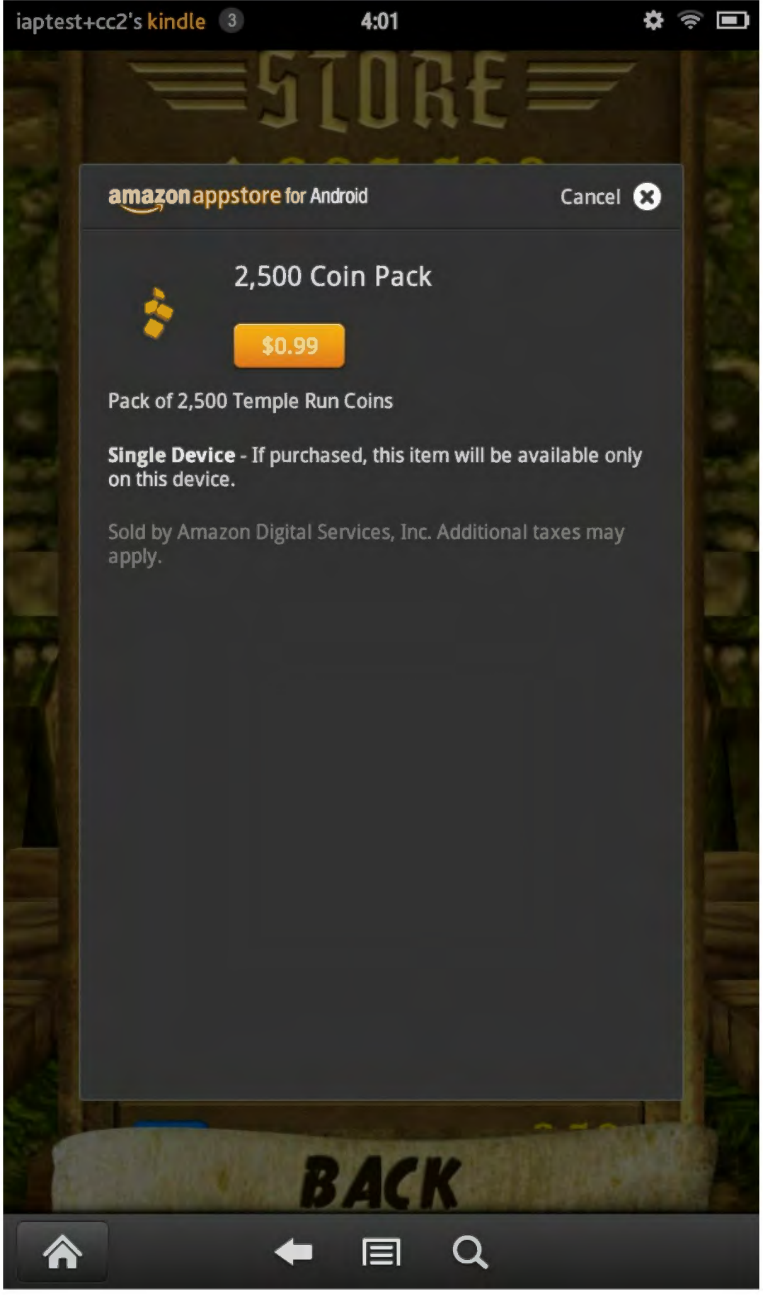
As witness my hand and notarial seal this day of , 2015.

JOSETT F. WHALEN
Notary Public

MY COMMISSION EXPIRES: 5-31-2020

Exhibit H

Exhibit H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STORE
amazon appstore for Android
Cancel
2,500 Coin Pack
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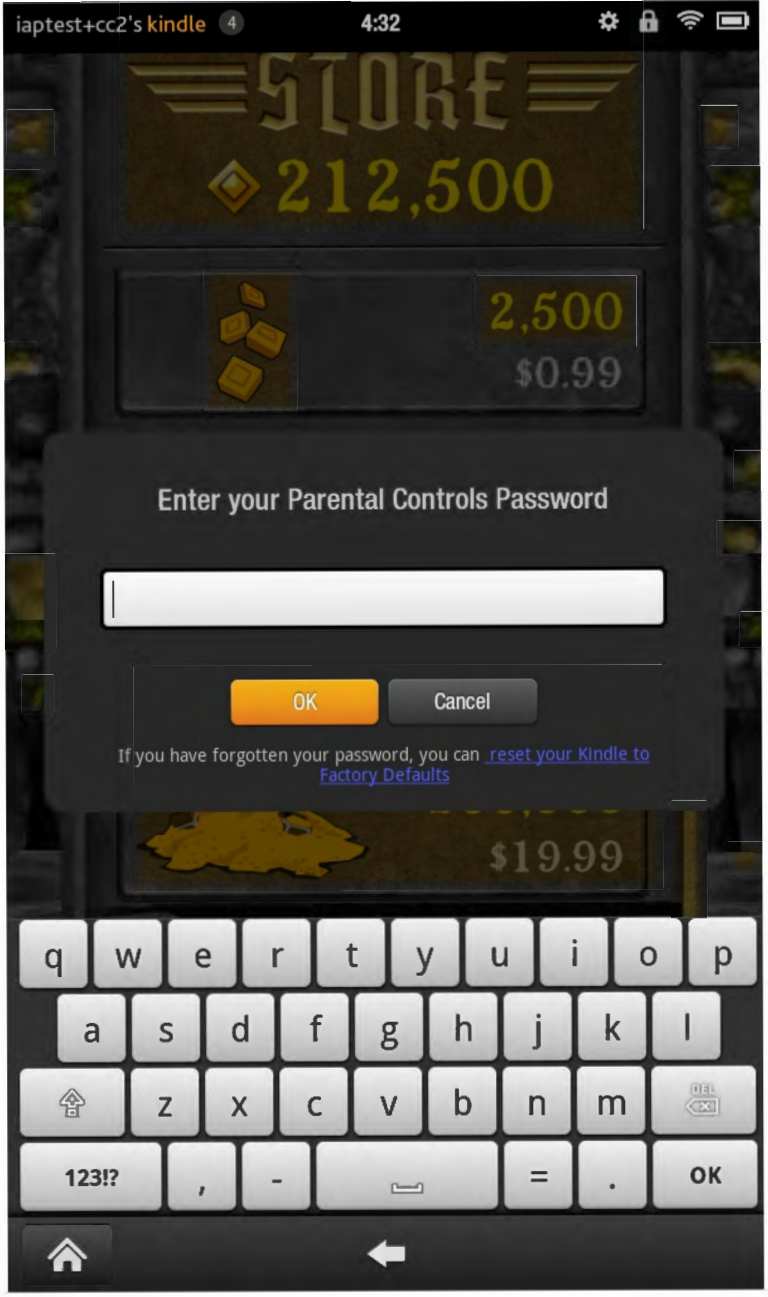
Pack of 2,500 Temple Run Coins
Single Device - If purchased, this item will be available only on this device.
Sold by Amazon Digital Services, Inc. Additional taxes may apply.
BACK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4:32
STORE
212,500
2,500
$0.99
Enter your Parental Controls Password
OK
Cancel
If you have forgotten your password, you can reset your Kindle to Factory Defaults
$19.99
q w e r t y u i o p
a s d f g h j k l
z x c v b n m
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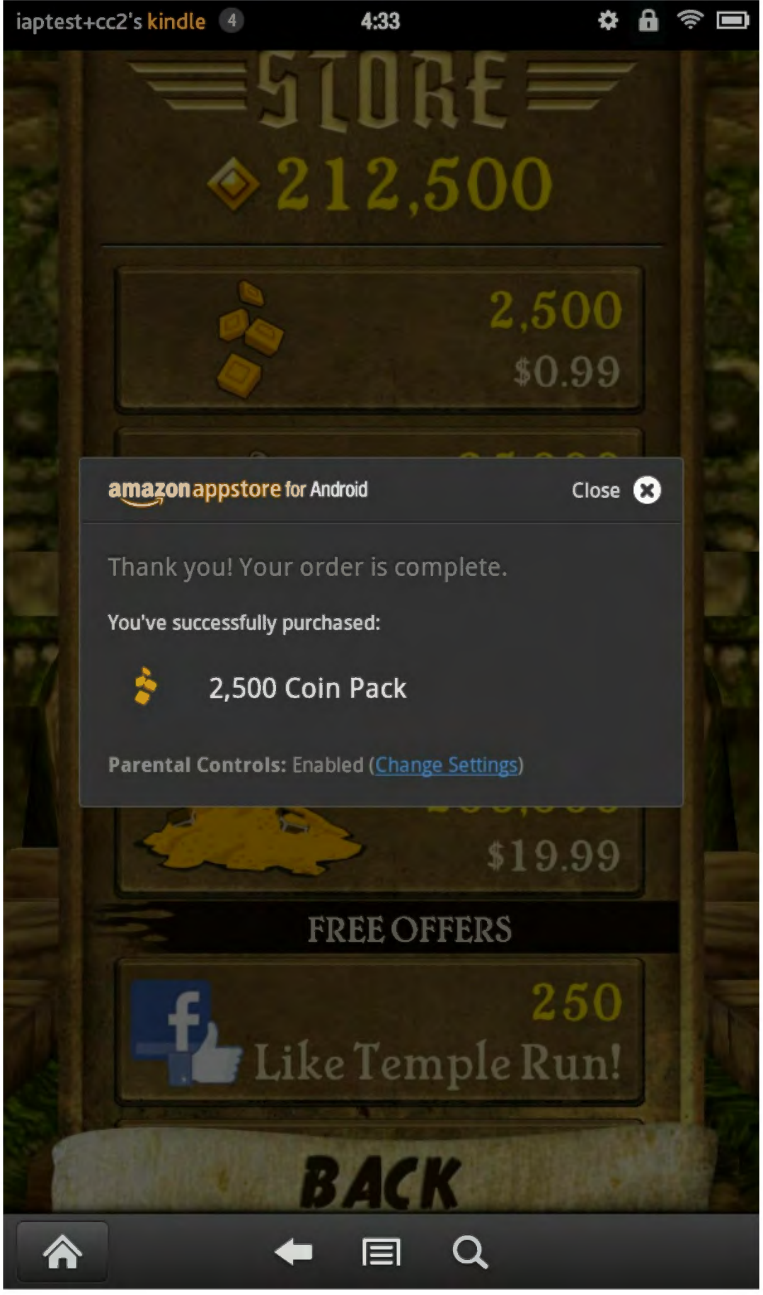
OK



Amazon_00008759

Exhibit I

Exhibit I

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

MATTER NO. **X140041, CASE NO. 2:14-CV-01038-JCC**

TITLE **FTC v. AMAZON.COM, INC.**

PLACE **FEDERAL TRADE COMMISSION**
10877 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA

DATE **SEPTEMBER 2, 2015**

PAGES **1 THROUGH 195**

DEPOSITION OF MICHAEL HARBUT

FOR THE RECORD, INC.
10760 DEMARR ROAD
WHITE PLAINS, MD 20695
(301)870-8025

Q. I'm handing you what's been marked as Exhibits 188 and 189. And Exhibit 188 is Bates-numbered AMAZON 00008749 through 8892.

(Deposition Exhibit 188 was marked for identification by the reporter and is attached hereto.)

MS. ALLEN: And, Harry, I would point out that I do not believe any of these are marked as confidential.

MR. SCHNEIDER: Okay.

(End of confidential portion.)

MS. ALLEN: And Exhibit 189 is some of the metadata that was produced to us from Amazon, and it includes the Bates numbers, the custodian, the filename, and the filepath.

Q. Okay.

(Deposition Exhibit 189 was marked for identification by the reporter and is attached hereto.)

BY MS. ALLEN:

Q. Do you recognize this Exhibit 188?

A. Yes.

Q. What is Exhibit 188?

A. 188 is a history of the user experience across generations of devices and their cross different password prompt logic as it's been iterated over time.

Q. Did you create these screenshots?

A. I did.

Q. How did you create them?

A. A lot of time. I had to basically go back for each device generation and roll back to a client. So, I'd have to figure out what changes I wanted to capture. So what was the user experience when Gen 4 was first released, and I captured those screenshots for -- the app detail page and the

purchase process. What was the purchase process like with parental controls enabled, what was the purchase process without parental controls enabled?

And then what was that process like when we made future changes, like when we rolled down -- when -- when we rolled -- added the high-dollar threshold and then when we reduced the high-dollar threshold. So -- and we -- I did that across generations, and just captured all the different changes and all the different -- the look and feel of our password app detail pages and our IP passwords -- our IP modals over time and over all those different changes.

And so in order to do so, I had to find the right devices and the right client builds that were available in production at the time to the customer.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, GRACE CHUNG, RMR, CRR, CSR No. 6246, a Certified Shorthand Reporter in and for the County of Los Angeles, the State of California, do hereby certify:

That, prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in shorthand at the time and place therein named, and thereafter reduced to typewriting by computer-aided transcription under my direction.

Before completion of the deposition, review of the transcript was requested; any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not interested in the event of the action.

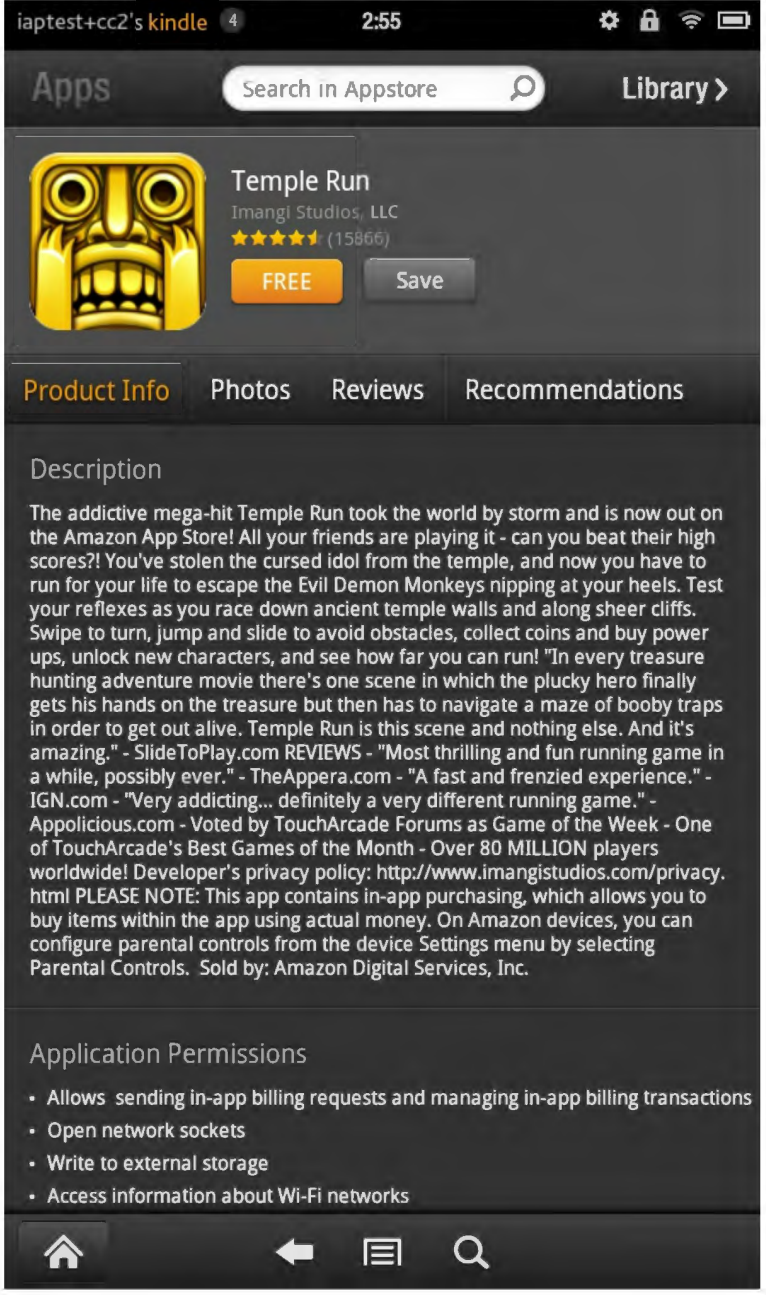
In witness whereof, I have hereunto subscribed my name.

Dated:_____

_____

Exhibit J

Exhibit J



Amazon_00008749

Exhibit K

Exhibit K

amazon.com.

YOUR ACCOUNT | HELP

Thanks for your order,

Did you know you can view and edit your orders online, 24 hours a day? Visit Your Account.

Reading from a mobile device? Open the Amazon Appstore for Android or download it to your device.

Order Information:

E-mail Address:

Order Grand Total: $0.99

Earn 3% rewards on your Amazon.com orders with the Amazon Visa Card. Learn More

Order Summary:

Details:

Order #:	D01-5330488-6781933
Subtotal of items:	$0.99

Total before tax:	$0.99
Tax Collected:	$0.00

Total for this Order:	**$0.99**

The following item is available now. See all your apps and registered devices in **Your Apps & Devices**.

Superpower 20 [Apps for Android] $0.99
Sold By: Amazon Digital Services, Inc.

You can review your orders in Your Account. If you've explored the links on that page but still have a question, please visit our online Help Department.

Please note: This e-mail was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

Thanks again for shopping with us.

Amazon.com
Earth's Biggest Selection

amazon

Kindle eBooks Your Account Amazon.com

Order Confirmation

Order #D01-8900277-6688966

Hello [redacted],

Thank you for shopping with us. Amazon Appstore lets you instantly download games and mobile apps to your device. You can manage your apps and devices connected to your account from Your Apps and Devices.

Manage your apps and connected devices in:

Your Apps and Devices

Order Details

Order #D01-8900277-6688966

Placed on Saturday, August 1, 2015



Extra Small Gold Bar Package **$0.99**

Amazon Appstore

Sold by Amazon Digital Services, Inc.

Review this item

Item Subtotal:	$0.99
Promotions:	-$0.00
Total Before Tax:	$0.99
Tax Collected:	$0.00
Grand Total:	**$0.99**

Paid by credit/debit card

Learn more about Amazon Appstore in Help.

We hope to see you again soon!
Amazon.com

Customers Who Bought Extra Small Gold Bar Package Also Bought



Farm Heroes Saga
$0.00



Bubble Witch 2 Saga
$0.00



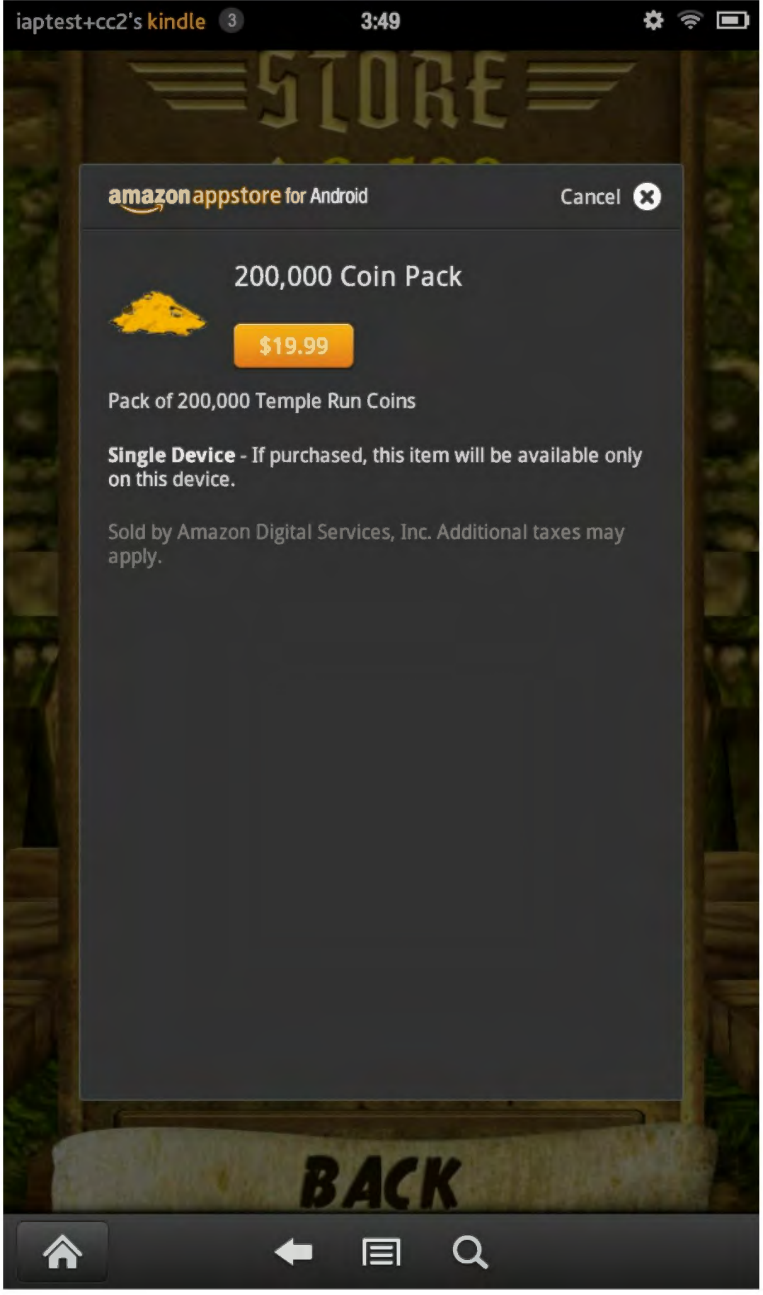
AlphaBetty Saga
$0.00

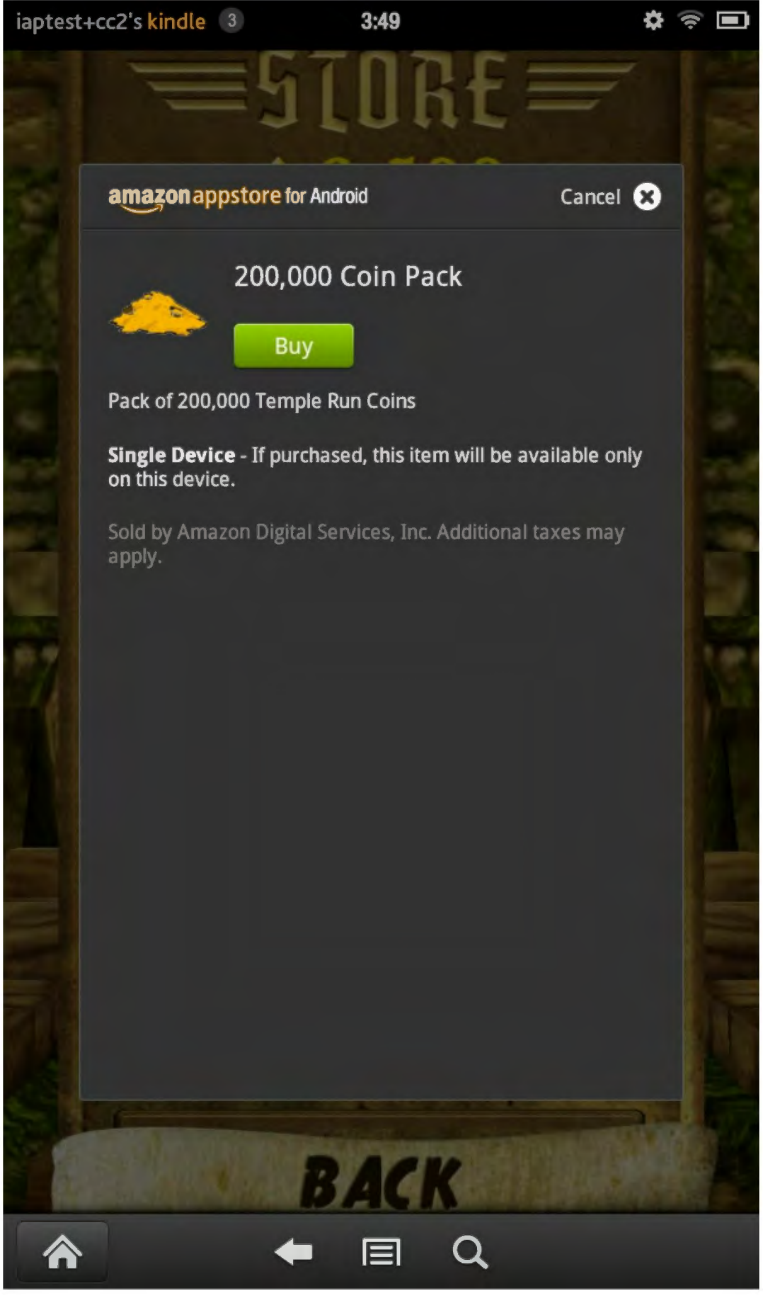
You can view your receipt or invoice by visiting the Order details page.

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

Exhibit L

Exhibit L


iaptest+cc2's kindle 3
3:49
STORE
amazon appstore for Android
Cancel
200,000 Coin Pack
$19.99
Pack of 200,000 Temple Run Coins
Single Device - If purchased, this item will be available only on this device.
Sold by Amazon Digital Services, Inc. Additional taxes may apply.
BACK


iaptest+cc2's kindle 3
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STORE
amazon appstore for Android
Cancel
200,000 Coin Pack
Buy
Pack of 200,000 Temple Run Coins
Single Device - If purchased, this item will be available only on this device.
Sold by Amazon Digital Services, Inc. Additional taxes may apply.
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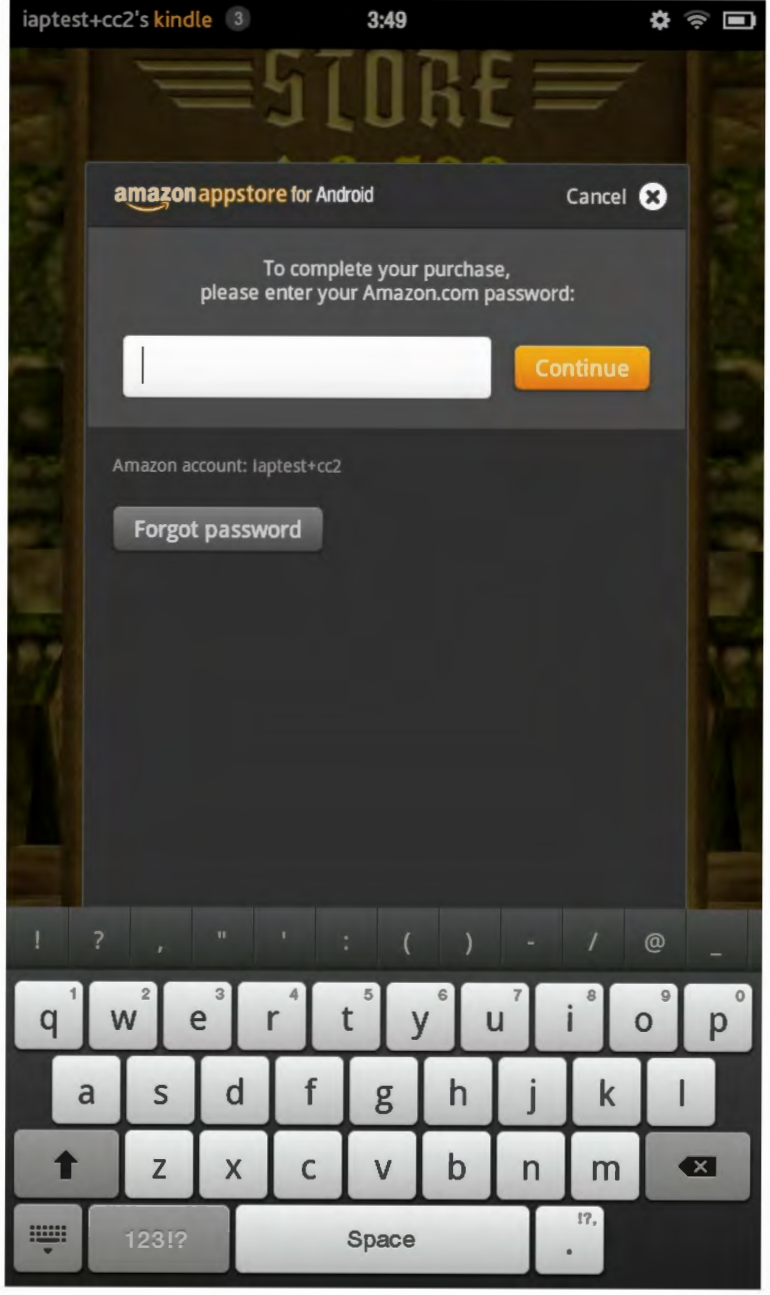
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STORE
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To complete your purchase,
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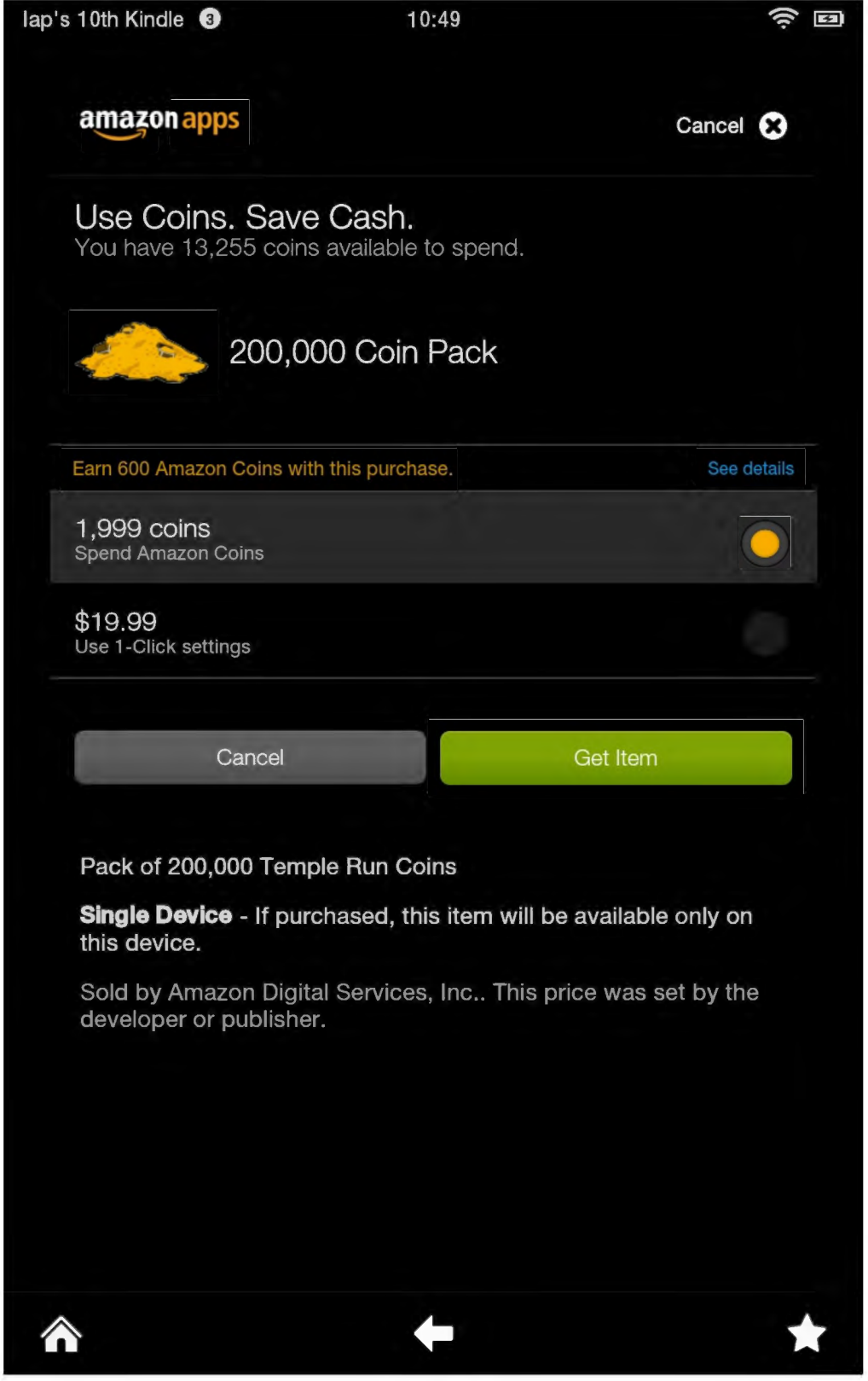
Continue
Amazon account: iaptest+cc2
Forgot password
Space



Amazon_00008754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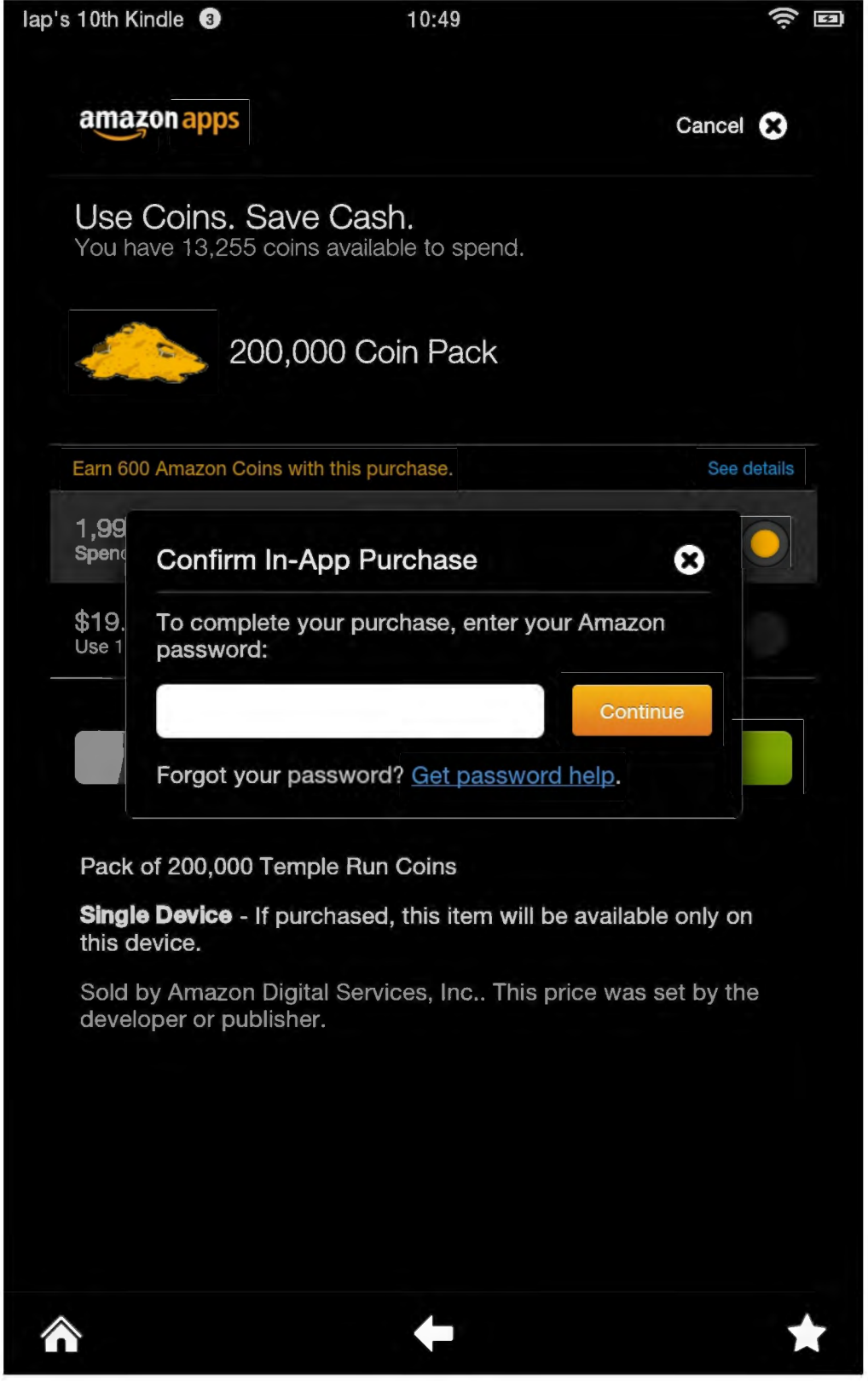
amazon apps
Cancel
Use Coins. Save Cash.
You have 13,255 coins available to spend.
200,000 Coin Pack
Earn 600 Amazon Coins with this purchase.
See details
1,999 coins
Spend Amazon Coins
$19.99
Use 1-Click settings
Cancel
Get Item
Pack of 200,000 Temple Run Coins
Single Device - If purchased, this item will be available only on this device.
Sold by Amazon Digital Services, Inc.. This price was set by the developer or publisher.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amazon apps
Cancel
Use Coins. Save Cash.
You have 13,255 coins available to spend.
200,000 Coin Pack
Earn 600 Amazon Coins with this purchase.
See details
1,99
Spend
$19.
Use 1
Confirm In-App Purchase
To complete your purchase, enter your Amazon password:
Continue
Forgot your password? Get password help.
Pack of 200,000 Temple Run Coins
Single Device - If purchased, this item will be available only on this device.
Sold by Amazon Digital Services, Inc.. This price was set by the developer or publisher.

amazon apps

Close

Thank you! Your order is complete.

You've successfully purchased:



200,000 Coin Pack

You earned 600 coins with this purchase!

Parental Controls: Off (Change)

Exhibit M

Exhibit M

Hotmail

Advertise | AdChoices

Microsoft

Brad Chacos , Laptop

26 days

share via:

Kids get endless supply of videos, apps with Kindle FreeTime Unlimited



Amazon

Kindle FreeTime gives you control over the content kids consume on Amazon's Kindle Fire tablets.

One of the most child-friendly tablets on the market is getting even child-friendlier with Amazon's announcement of Kindle FreeTime Unlimited, a new monthly subscription service that dishes out unlimited access to kid's shows, movies, books, apps and games to Kindle Fire owners. It starts at $2.99 per month for each child (if you have an Amazon Prime membership).

Advertise | AdChoices

msn

These titles aren't slouches, either: Kindle FreeTime Unlimited is launching with some of the biggest names in child entertainment on, including Sesame Workshop, Disney, HIT Entertainment, PBS Kids, Nickelodeon, Marvel, DC Comics and more. All told, the FreeTime Unlimited section of the Kindle Store lists 1,513 available apps, including full television seasons of many of the most popular kid's shows around.

Those shows and movies can be streamed over Wi-Fi, of course, but FreeTime Unlimited also allows you to download episodes to the Kindle for offline use. And unlike the Kindle Lending Library program for Amazon Prime subscribers, FreeTime Unlimited subscribers have no limits on the number of free books they can read in a month. All ads, social media ties, and in-app purchases will be scrubbed from apps and titles downloaded using a FreeTime Unlimited subscription.

The "unlimited" part stands on the back of the original Kindle FreeTime, which allows parents to set screen time limits. On other words, they don't have to worry about little Billy lying on his bed and streaming "Dinosaur Train" all day long. This mode also nixes general Web browsing.

The FreeTime Unlimited update will be rolling out to the 2012 Kindle Fire, the Kindle Fire HD, and the Kindle Fire HD 8.9 in the coming weeks. The original Kindle will not be able to use FreeTime Unlimited.

Activate the feature before January 15 of next year to receive a one-month free trial. After that's up, Amazon Prime members can subscribe to Kindle FreeTime Unlimited for $2.99 per month per child or $6.99 per month for up to six children. If you don't subscribe to Amazon

Prime, those numbers jump to $6.99 and $9.99, respectively.

Check out Amazon's FreeTime Unlimited page for more details.

- 5 Great Android Tablets for Kids
- TechMama: Why Families Need Both a Laptop and a Tablet
- Top 10 Kid-Friendly Apps for iOS and Android

Tags: Mobile, kindle-fire, kindle, amazon, Kindle FreeTime, Kindle FreeTime Unlimited, amazon-prime

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Devin Coldewey, NBC News

Amazon's 8.9-inch Kindle Fire HD now shipping

46 days



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Desktop Version Mobile Version

Exhibit N

Exhibit N



Download Full Guide

Kindle Fire

Kindle Fire®

Download Kindle Fire Guide

If you have a Kindle Fire, you're probably discovering what a versatile little device it is. And with Amazon's FreeTime parental controls, it's a breeze to manage your kids' usage. Add some of our app recommendations – from math to drawing to the ABCs – and you'll have an excellent learning library for your 2- to 6-year-old.



Peekaboo Barn

AGE 2
Learning
3

This sweet app uses the game of peekaboo to help kids identify 10 different animals. It has multiple narrator possibilities – a child voice in English or an adult voice in English or Spanish – and lets parents or kids record their own narration.



Kids ABC Phonics

AGE 3
Learning
3

A fun phonics app for kids on the cusp of reading, *ABC Phonics* lays the foundation for literacy. Kids practice letter recognition by matching the letter they identify to the proper phonetic sound in a fun bubble-popping game.



Wheels on the Bus

AGE 3
Learning
2

So engaging, kids may want to go "round and round" with this app over and over again! An interactive version of the children's classic song "Wheels on the Bus" lets kids virtually drive the bus, open the doors, and even make the windshield wipers go "Swish."



Kids Learn to Read

AGE 4
Learning
2

Cute character Tommy Turtle leads kids through the beginning stages of learning to read. Kids work on blending letters, reading short words, and then move on to making words. Fun extras keep kids engaged and having fun while they're learning.



Color & Draw for kids HD

AGE 5
Learning
3

Dozens of coloring pages, backgrounds, vibrant colors, brushes, and other options make this app much more than a coloring book. Kids can create their own drawings, draw over photos, and practice letters and numbers with onscreen lined paper.



Kids Numbers and Math

AGE 6
Learning
3

This app offers focused, fun math practice to help kids master basic skills. Colorful games and encouraging voice-over instructions make learning the fundamentals – counting, matching, addition, and subtraction – much more fun and engaging.



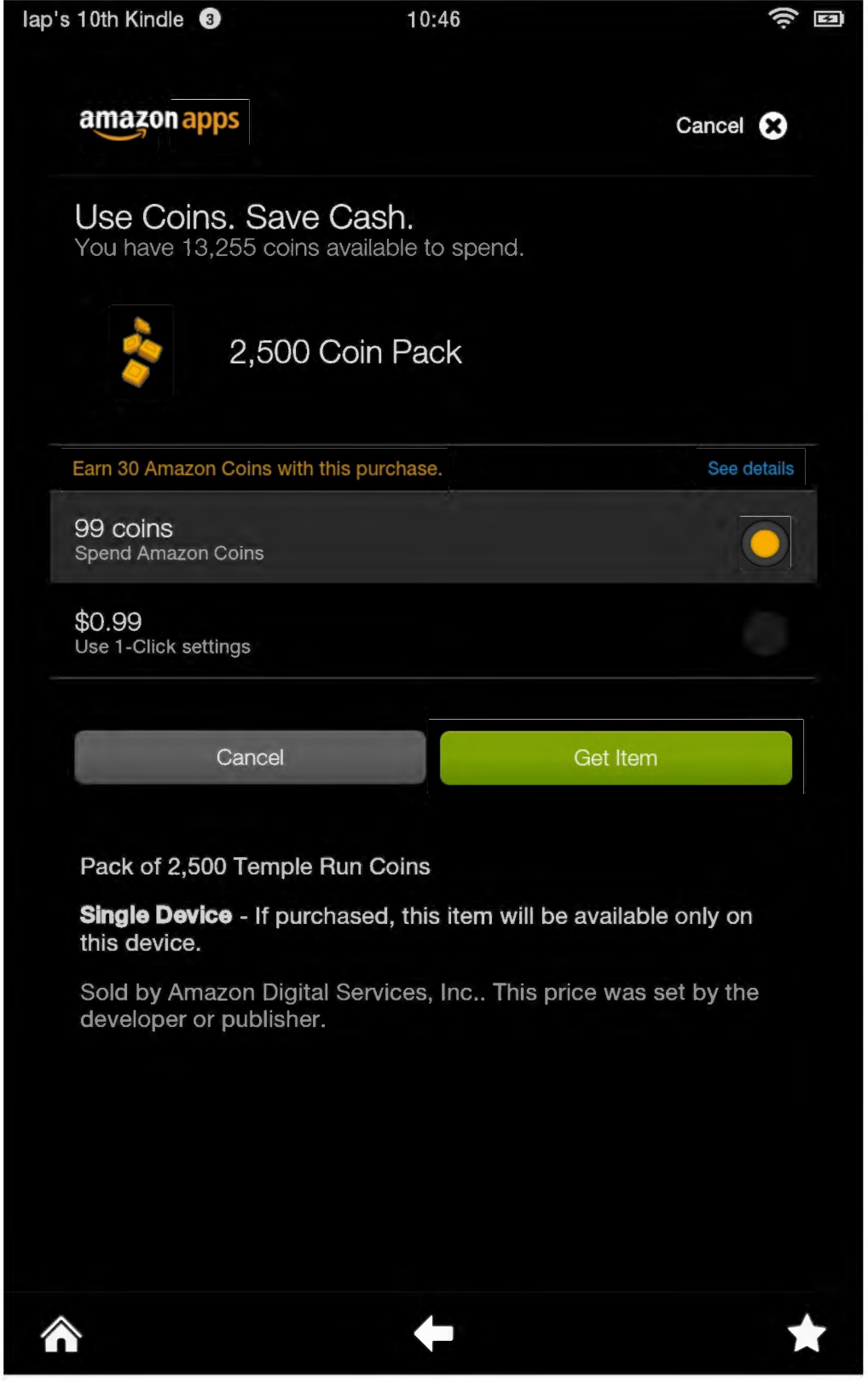
Where's My Water?

AGE 6
Learning
3

Hosted by Swampy the Alligator – a reptile who loves to be clean – *Where's My Water?* is a physics-based game that teaches kids about gravity, problem-solving, and spatial recognition. But all kids will care about is making Swampy sparkle.

Exhibit O

Exhibit O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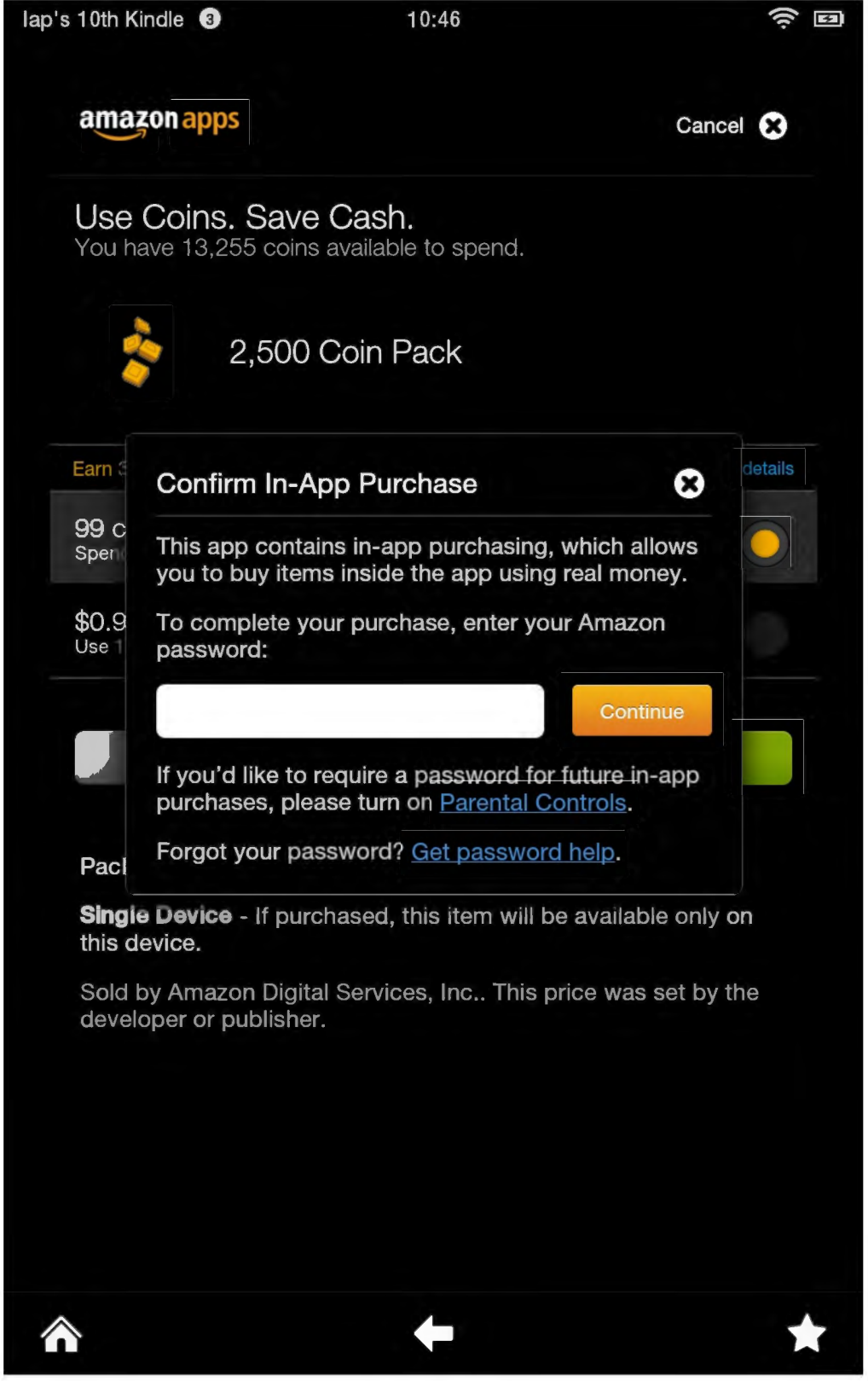
amazon apps
Cancel
Use Coins. Save Cash.
You have 13,255 coins available to spend.
2,500 Coin Pack
Earn 30 Amazon Coins with this purchase.
See details
99 coins
Spend Amazon Coins
$0.99
Use 1-Click settings
Cancel
Get Item
Pack of 2,500 Temple Run Coins
Single Device - If purchased, this item will be available only on this device.
Sold by Amazon Digital Services, Inc.. This price was set by the developer or publisher.



Amazon_00008786

amazon apps

Close

Thank you! Your order is complete.

You've successfully purchased:



2,500 Coin Pack

You earned 30 coins with this purchase!

Parental Controls: Off (Change)

Exhibit P

Exhibit P

lap's 10th Kindle 2 10:43

< Apps temple run Library >



Temple Run
Imangi Studios, LLC
★★★★½ (15780)
Download

Screenshots









Product Description

The addictive mega-hit Temple Run took the world by storm and is now out on the Amazon App Store! All your friends are playing it - can you beat their high scores?! You've stolen the cursed idol from the temple, and now you have to run for your life to escape the Evil Demon…

See All

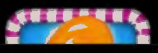
Key Details

- Guidance Suggested
- In-App Purchasing
- GameCircle

Customers Who Bought This Item Also Bought

See All





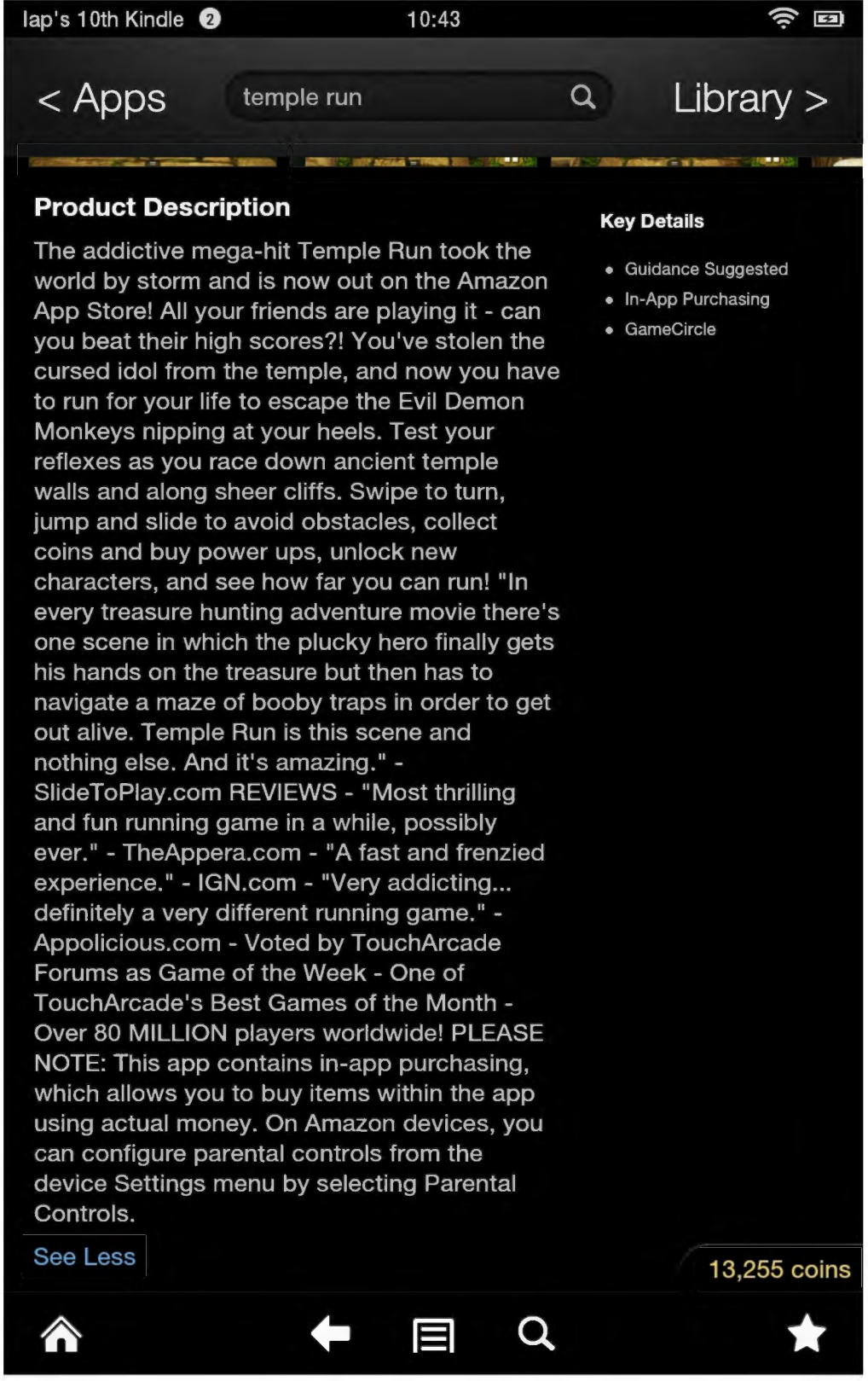

13,255 coins







Amazon_00008777



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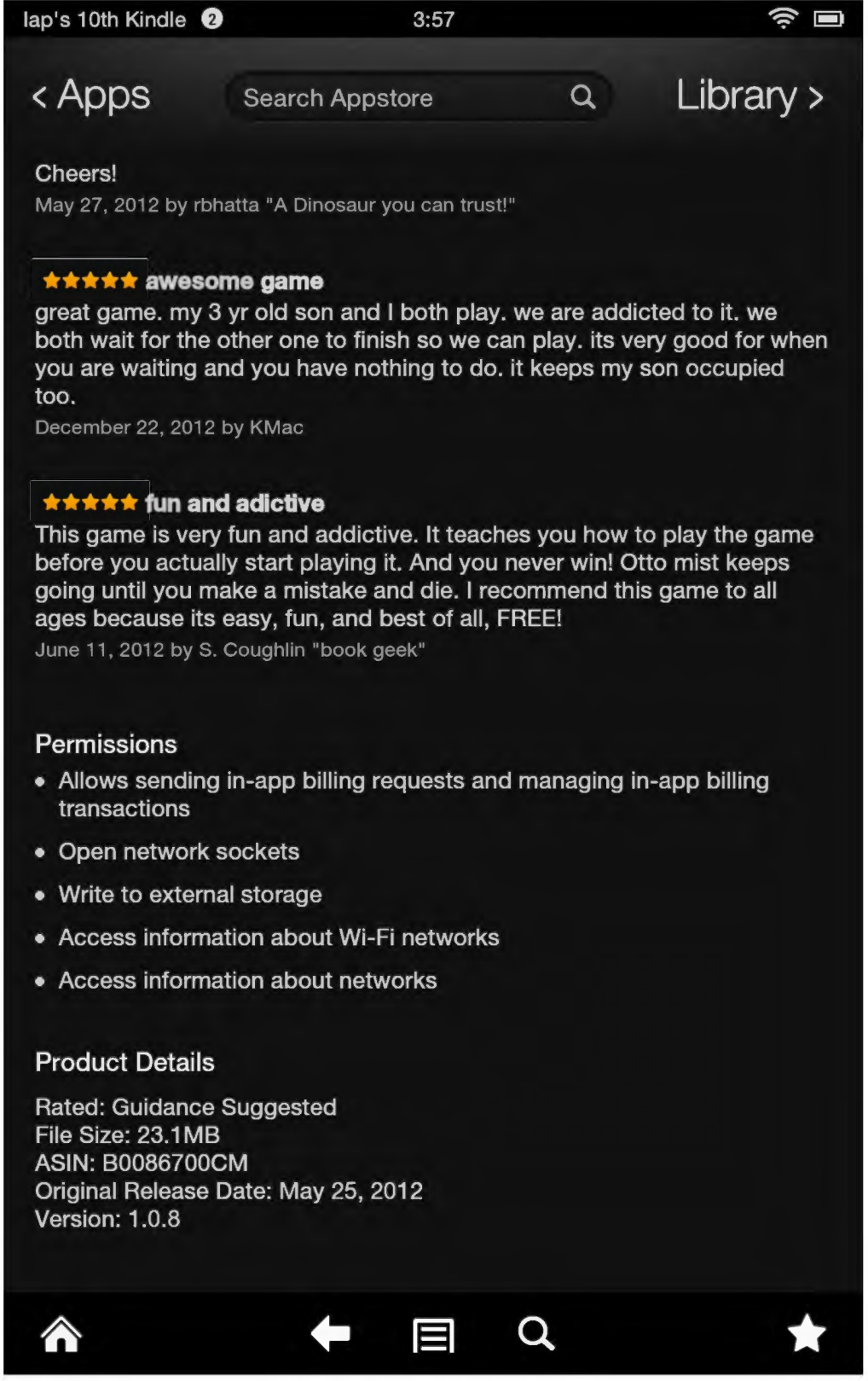
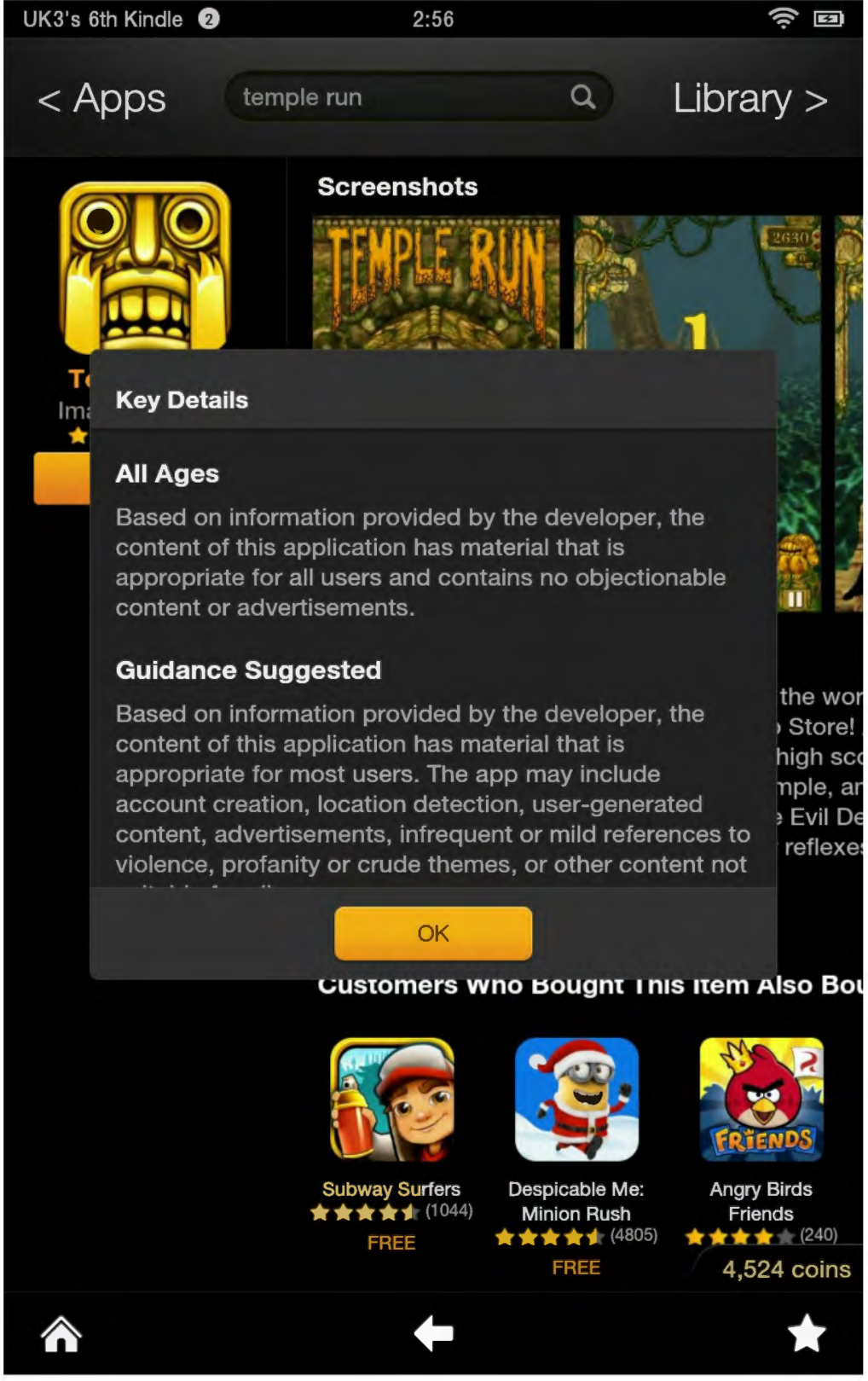

lap's 10th Kindle 2
3:57
< Apps
Search Appstore
Library >
Cheers!
May 27, 2012 by rbhatta "A Dinosaur you can trust!"
awesome game
great game. my 3 yr old son and I both play. we are addicted to it. we both wait for the other one to finish so we can play. its very good for when you are waiting and you have nothing to do. it keeps my son occupied too.
December 22, 2012 by KMac
fun and adictive
This game is very fun and addictive. It teaches you how to play the game before you actually start playing it. And you never win! Otto mist keeps going until you make a mistake and die. I recommend this game to all ages because its easy, fun, and best of all, FREE!
June 11, 2012 by S. Coughlin "book geek"
Permissions
Allows sending in-app billing requests and managing in-app billing transactions
Open network sockets
Write to external storage
Access information about Wi-Fi networks
Access information about networks
Product Details
Rated: Guidance Suggested
File Size: 23.1MB
ASIN: B0086700CM
Original Release Date: May 25, 2012
Version: 1.0.8


UK3's 6th Kindle
2:56
< Apps
temple run
Library >
Screenshots
TEMPLE RUN
Key Details
All Ages
Based on information provided by the developer, the content of this application has material that is appropriate for all users and contains no objectionable content or advertisements.
Guidance Suggested
Based on information provided by the developer, the content of this application has material that is appropriate for most users. The app may include account creation, location detection, user-generated content, advertisements, infrequent or mild references to violence, profanity or crude themes, or other content not
OK
Customers Who Bought This Item Also Bou
Subway Surfers
(1044)
FREE
Despicable Me: Minion Rush
(4805)
FREE
Angry Birds Friends
(240)
4,524 coins

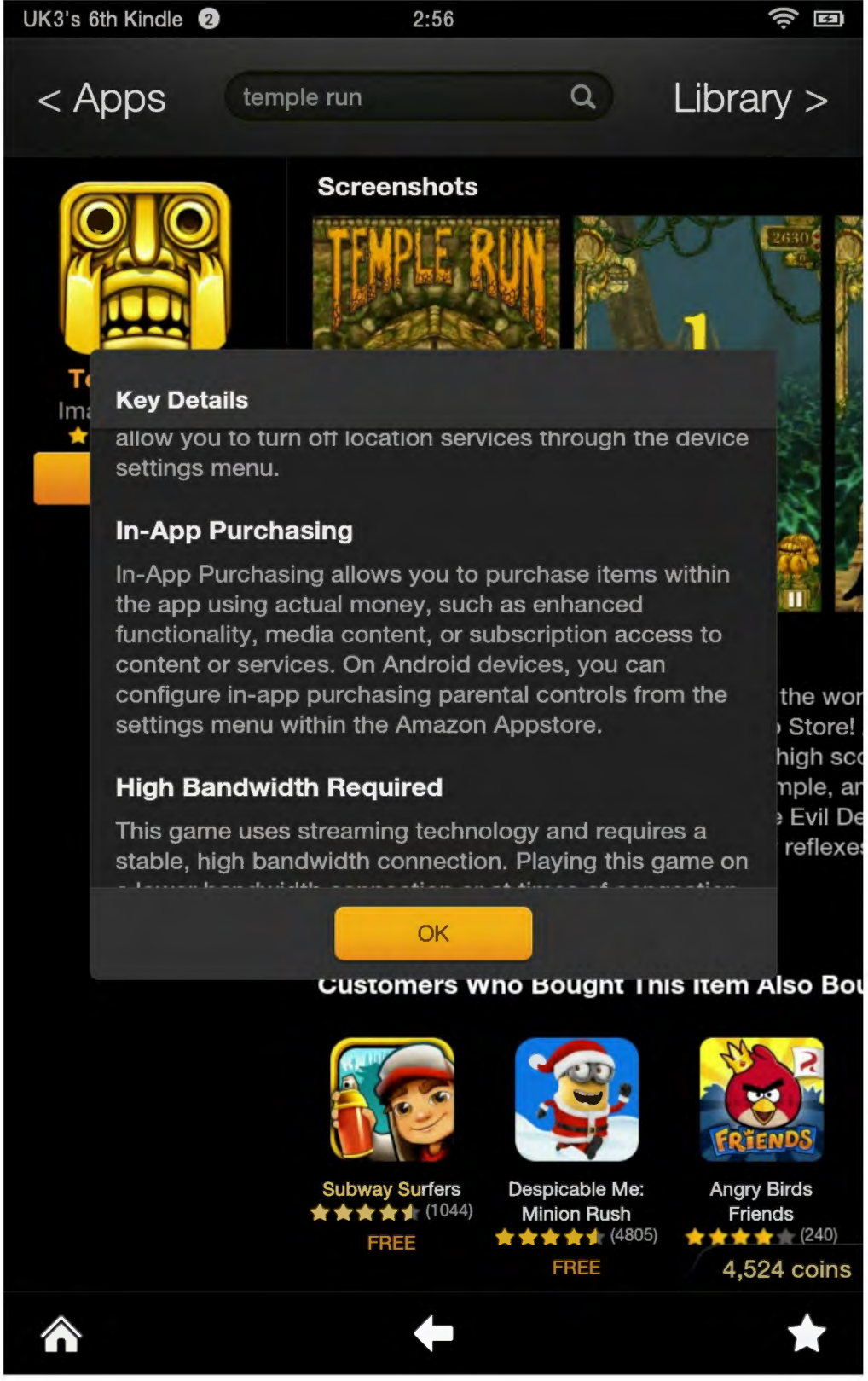

UK3's 6th Kindle
2:56
< Apps
temple run
Library >
Screenshots
TEMPLE RUN
Key Details
allow you to turn off location services through the device settings menu.
In-App Purchasing
In-App Purchasing allows you to purchase items within the app using actual money, such as enhanced functionality, media content, or subscription access to content or services. On Android devices, you can configure in-app purchasing parental controls from the settings menu within the Amazon Appstore.
High Bandwidth Required
This game uses streaming technology and requires a stable, high bandwidth connection. Playing this game on
OK
Customers Who Bought This Item Also Bou
Subway Surfers
(1044)
FREE
Despicable Me: Minion Rush
(4805)
FREE
Angry Birds Friends
(240)
4,524 coins

Exhibit Q

Exhibit Q

Apple Inc. Will Provide Full Consumer Refunds of At Least $32.5 Million to Settle FTC Complaint It Charged for Kids' In-App Purchases Without Parental Consent

Company Also Will Modify its Billing Practices Under FTC Settlement

FOR RELEASE

January 15, 2014

TAGS: Technology | Bureau of Consumer Protection | Consumer Protection | Credit and Finance | Payments and Billing

Apple Inc. has agreed to provide full refunds to consumers, paying a minimum of $32.5 million, to settle a Federal Trade Commission complaint that the company billed consumers for millions of dollars of charges incurred by children in kids' mobile apps without their parents' consent.

Under the terms of the settlement with the FTC, Apple also will be required to change its billing practices to ensure that it has obtained express, informed consent from consumers before charging them for items sold in mobile apps.

"This settlement is a victory for consumers harmed by Apple's unfair billing, and a signal to the business community: whether you're doing business in the mobile arena or the mall down the street, fundamental consumer protections apply," said FTC Chairwoman Edith Ramirez. "You cannot charge consumers for purchases

EVENTS CALENDAR

Related Cases

Apple Inc.

Related Actions

Apple Inc.: Analysis of Proposed Consent Order to Aid Public Comment; Proposed Consent Agreement

Dissenting Statement of Commissioner Joshua D. Wright

Concurring Statement of Commissioner Maureen K. Ohlhausen

Statement of Chairwoman Edith Ramirez and Commissioner Julie Brill

Related Resources

Statement of Chairwoman Ramirez and Commissioner Brill (44.43 KB)

Statement of Commissioner Ohlhausen (21.13 KB)

they did not authorize."

The FTC's complaint alleges that Apple violated the FTC Act by failing to tell parents that by entering a password they were approving a single in-app purchase and also 15 minutes of additional unlimited purchases their children could make without further action by the parent.

Apple offers many kids' apps in its App Store that allow users to incur charges within the apps. Many of these charges are for virtual items or currency used in playing a game. These charges generally range from 99 cents to $99.99 per in-app charge.

The complaint alleges that Apple does not inform account holders that entering their password will open a 15-minute window in which children can incur unlimited charges with no further action from the account holder. In addition, according to the complaint, Apple has often presented a screen with a prompt for a parent to enter his or her password in a kids' app without explaining to the account holder that password entry would finalize any purchase at all.

The rapidly expanding mobile arena has been a focus of the Commission's consumer protection efforts. In addition to its consumer protection enforcement activity in the mobile sphere, last year, the FTC issued staff reports addressing mobile payments and providing recommendations for the mobile industry on how to protect consumers as new and innovative payment systems come into use, advocating improved privacy disclosures in the mobile environment, and addressing advertising disclosures in the context of mobile devices.

In its complaint, the FTC notes that Apple received at least tens of thousands of complaints about unauthorized in-app purchases by children. One consumer reported that her daughter had spent $2,600 in the app "Tap Pet Hotel," and other consumers reported unauthorized purchases by children totaling more than $500 in the apps "Dragon Story" and "Tiny Zoo Friends." According to the complaint, consumers have reported millions of dollars in unauthorized charges to Apple.

The settlement requires Apple to modify its billing practices to ensure that Apple obtains consumers' express, informed consent prior to billing them for in-app charges, and that if the company gets consumers' consent for future charges, consumers must have the option to withdraw their consent at any time. Apple must make these changes no later than March 31, 2014.

Under the settlement, Apple will be required to provide full refunds, totaling a minimum of $32.5 million, to consumers who were billed for in-app charges that were incurred by children and were either accidental or not authorized by the consumer. Apple must make these refunds promptly, upon request from an account holder. Apple is required to give notice of the availability of refunds to all consumers charged for in-app charges with instructions on how to obtain a refund for unauthorized purchases by kids. Should Apple issue less than $32.5 million in refunds to consumers within the 12 months after the settlement becomes final, the company must remit the balance to the Commission.

The Commission vote to accept the consent agreement package containing the proposed consent order for public comment was 3-1, with Commissioner Wright voting no. Chairwoman Ramirez and Commissioner Brill issued a joint statement,

Dissenting Statement of Commissioner Wright (331.47 KB)

Apple's Billing Process for Unauthorized In-app Charges by Kids (jpeg, 3300x2526, 948KB)

For Consumers

Blog: An In-App Surprise: How to Lose Hundreds in 15 Minutes

Understanding Mobile Apps

Infographic: Keeping Up With Kids' Apps

For Businesses

Blog: 15 minutes of game: Getting to the core of the FTC's $32.5 million settlement with Apple

Staff Report: Paper, Plastic . . . or Mobile?

.com Disclosures: How to Make Effective Disclosures in Digital Advertising

Media Resources

Our Media Resources library provides one-stop collections of materials on numerous issues in which the FTC has been actively engaged. These pages are especially useful for members of the media.

and Commissioner Ohlhausen issued a separate statement. Commissioner Wright issued a dissenting statement.

The FTC will publish a description of the consent agreement package in the Federal Register shortly. The agreement will be subject to public comment for 30 days, beginning today and continuing through Feb. 14, 2014, after which the Commission will decide whether to make the proposed consent order final. Interested parties can submit written comments electronically or in paper form by following the instructions in the "Invitation To Comment" part of the "Supplementary Information" section. Comments in electronic form should be submitted online by following the instructions on the web-based form. Comments in paper form should be mailed or delivered to: Federal Trade Commission, Office of the Secretary, Room H-113, 600 Pennsylvania Avenue, N.W., Washington, DC 20580. The FTC is requesting that any comment filed in paper form near the end of the public comment period be sent by courier or overnight service, if possible, because U.S. postal mail in the Washington area and at the Commission is subject to delay due to heightened security precautions.

NOTE: The Commission issues an administrative complaint when it has "reason to believe" that the law has been or is being violated, and it appears to the Commission that a proceeding is in the public interest. When the Commission issues a consent order on a final basis, it carries the force of law with respect to future actions. Each violation of such an order may result in a civil penalty of up to $16,000.

The Federal Trade Commission works for consumers to prevent fraudulent, deceptive, and unfair business practices and to provide information to help spot, stop, and avoid them. To file a complaint in English or Spanish, visit the FTC's online Complaint Assistant or call 1-877-FTC-HELP (1-877-382-4357). The FTC enters complaints into Consumer Sentinel, a secure, online database available to more than 2,000 civil and criminal law enforcement agencies in the U.S. and abroad. The FTC's website provides free information on a variety of consumer topics. Like the FTC on Facebook, follow us on Twitter, and subscribe to press releases for the latest FTC news and resources.

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UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of **APPLE INC.,** **a California corporation.**	**DOCKET NO. _____**

AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of Apple Inc., a California corporation ("Apple" or "proposed respondent"). Proposed respondent is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between proposed respondent, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent is a California corporation with its principal office or place of business in Cupertino, California.

2. Proposed respondent admits all the jurisdictional facts set forth in the draft complaint.

3. Proposed respondent waives:

   a. Any further procedural steps;

   b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and

   c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

4. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.



5. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this action, proposed respondent admits the facts necessary to establish jurisdiction.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of this order.

7. Proposed respondent has read the draft complaint and order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

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

1. "**Account Holder**" means an individual or entity, with a billing address in the United States, that controls an account to which Apple may bill In-App Charges.

2. "**Application**" or "**App**" means any software application that can be installed on a mobile device.

3. "**Clear and Conspicuous**" or "**Clearly and Conspicuously**" means:

   A. In textual communications, the disclosure must be in a noticeable type, size, and location, using language and syntax comprehensible to an ordinary consumer;

   B. In communications disseminated orally or through audible means, the disclosure must be delivered in a volume, cadence, language, and syntax sufficient for an ordinary consumer to hear and comprehend them;

C. In communications disseminated through video means: (1) written disclosures must be in a form consistent with definition 3.A and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them, and be in the same language as the predominant language that is used in the communication; and (2) audio disclosures must be consistent with definition 3.B; and

D. The disclosure cannot be combined with other text or information that is unrelated or immaterial to the subject matter of the disclosure. No other representation(s) may be contrary to, inconsistent with, or in mitigation of, the disclosure.

4. "**Defendant**" means Apple Inc. and its successors and assigns.

5. "**Express, Informed Consent**" means, upon being presented with options to provide or withhold consent, an affirmative act communicating informed authorization of In-App Charge(s), made proximate to an In-App Activity for which there is an In-App Charge and to Apple's Clear and Conspicuous disclosure of all material information related to the billing, including:

A. If consent is sought for a specific In-App Charge: (1) the In-App Activity associated with the charge (as provided to Apple by the App's developer); (2) the specific amount of the charge; and (3) the account that will be billed for the charge; or

B. If consent is sought for potential future In-App Charges: (1) the scope of the charges for which consent is sought, including the duration and Apps to which consent applies; (2) the account that will be billed for the charge; and (3) method(s) through which the Account Holder can revoke or otherwise modify the scope of consent on the device, including an immediate means to access the method(s).

Provided that the solicitation of the "affirmative act" and the disclosure of the information in definitions 5.A and 5.B above must be reasonably calculated to ensure that the person providing Express, Informed Consent is the Account Holder.

Provided also that if Apple obtains Express, Informed Consent to potential future In-App Charges as set forth in definition 5.B above, it must do so a minimum of once per mobile device.

6. "**In-App Activity**" or "**In-App Activities**" means any user conduct within an App including the acquisition of real or virtual currency, goods, or services, or other Apps.

7. "**In-App Charge**" means a charge associated with In-App Activity billed by Apple.

8. "**Consumer Redress Period**" means the twelve (12) month period of time between the entry and the first anniversary of this order.

I.

IT IS FURTHER ORDERED that Apple and its officers, agents, and employees, and all other persons in active concert or participation with it, who receive actual notice of this order, whether acting directly or indirectly, are restrained and enjoined for the term of this order from billing an account for any In-App Charge without having obtained Express, Informed Consent to Apple's billing that account for the In-App Charge. If Apple seeks and obtains Express, Informed Consent to billing potential future charges for In-App Activities, Apple must allow the Account Holder to revoke such consent at any time. Apple shall fully comply with this Section I by no later than March 31, 2014.

II.

IT IS FURTHER ORDERED that Apple shall provide full refunds to Account Holders who have been billed by Apple for unauthorized In-App Charges incurred by minors as follows:

A. Apple shall provide prompt refunds to Account Holders for the full purchase price of any Eligible In-App Charge(s). For purposes of this Section II, an "Eligible In-App Charge" is an In-App Charge that the Account Holder indicates was incurred by a minor and was accidental or not authorized by the Account Holder. For purposes of this Section II.A, a "prompt" refund means a refund provided within the later of fourteen (14) days of a request for refund of an Eligible In-App Charge by the Account Holder or the completion of a fraud investigation. Apple may decline a refund request for an Eligible In-App Charge only if it has sufficient credible evidence that the refund request is fraudulent. Apple may process all refund requests through its customer service channels, which include a contact phone number and web form through which consumers may contact Apple directly.

B. Apple shall refund no less than $32,500,000.00 for Eligible In-App Charges pursuant to section II.A of this order, and such amount shall not constitute a penalty. Solely for the purposes of this section II.B of this order, Apple may approximate that 50% of all refunds provided to Account Holders for In-App Charges relate to Eligible In-App Charges.

C. Within thirty (30) days of the end of the Consumer Redress Period, Apple shall provide the Commission with records sufficient to show the refunds requested and paid to Account Holders for In-App Charges during the Consumer Redress Period, and any requests that were denied under Section II.A of this order.

D. If Apple fails to refund $32,500,000.00 pursuant to section II.B of this order, the balance of that amount shall be remitted to the Commission within forty-five (45) days of the end of the Consumer Redress Period.

E. All funds paid to the Commission pursuant to section II.D of this order may be deposited into a fund administered by the Commission or its designee to be used for equitable

relief, at the Commission's sole discretion, for informational remedies regarding In-App Charges by children or consumer redress and any attendant expenses for the administration of any redress fund. Any money not used for such purposes shall be deposited to the United States Treasury. Apple shall have no right to challenge the Commission's choice of remedies under this Paragraph.

F. Apple shall provide an electronic notice to any Account Holder who has made an In-App Purchase prior to March 31, 2014. Apple shall send such notice within fifteen (15) days after March 31, 2014. The electronic notice shall include a subject line relating to the content of the notice and contain the following information, disclosed in a Clear and Conspicuous manner and in writing: (1) that refunds are available for Account Holders that have been billed for In-App Charges incurred by minors that were accidental or not authorized by the Account Holder, (2) that such refunds are available until the end of the Consumer Redress Period, and (3) instructions regarding how to obtain refunds pursuant to section II.A of this order, including means of contacting Apple for a refund. Apple shall send the notice to the current or last known email address for the Account Holder.

G. Sections II.A and II.B of this order shall be effective beginning on the date that the order is entered, and will terminate at the end of the Consumer Redress Period.

III.

IT IS FURTHER ORDERED that Respondent and its successors and assigns for five (5) years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

A. All consumer complaints conveyed to Respondent, or forwarded to Respondent by a third party, that relate to the conduct prohibited by this order and any responses to such complaints;

B. Refund requests related to In-App Charges, and refunds paid by Respondent related to In-App Charges; and

C. Records necessary to demonstrate full compliance with each provision of this order.

IV.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall deliver a copy (written or electronic) of this order to all current and future principals, officers, and corporate directors, and to all current and future managers, employees, agents, and representatives who participate in the design or implementation of Respondent's process through which Account Holders incur In-App Charges; the billing by Respondent of such charges; or Respondent's customer service relating to such charges, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this

order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

V.

IT IS FURTHER ORDERED that Respondent and its successors and assigns shall notify the Commission within fourteen (14) days of any change in the corporation that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

VI.

IT IS FURTHER ORDERED that Respondent or its successors and assigns shall, ninety (90) days after March 31, 2014, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order. Within ten (10) business days of receipt of a written notice from a representative of the Commission, Respondent shall submit additional compliance reports.

VII.

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

A. Any Part in this order that terminates in less than twenty (20) years; and

B. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal. Respondent may seek modification of this order pursuant to 15 U.S.C. § 45(b) and 16 C.F.R. 2.51(b) to address relevant developments that affect compliance with this order, including, but not limited to, technological changes and changes in methods of obtaining Express, Informed Consent.

Signed this _____ day of _____, 20__

APPLE INC.

By: _____
M. SEAN ROYALL
Gibson, Dunn & Crutcher LLP
Counsel for Apple Inc.

By: _____
Name:
Title:
Apple Inc.

FEDERAL TRADE COMMISSION

_____
DUANE C. POZZA
Attorney for the Federal Trade Commission

_____
JASON M. ADLER
Attorney for the Federal Trade Commission

_____
MIYA S. RAHAMIM
Attorney for the Federal Trade Commission

APPROVED:

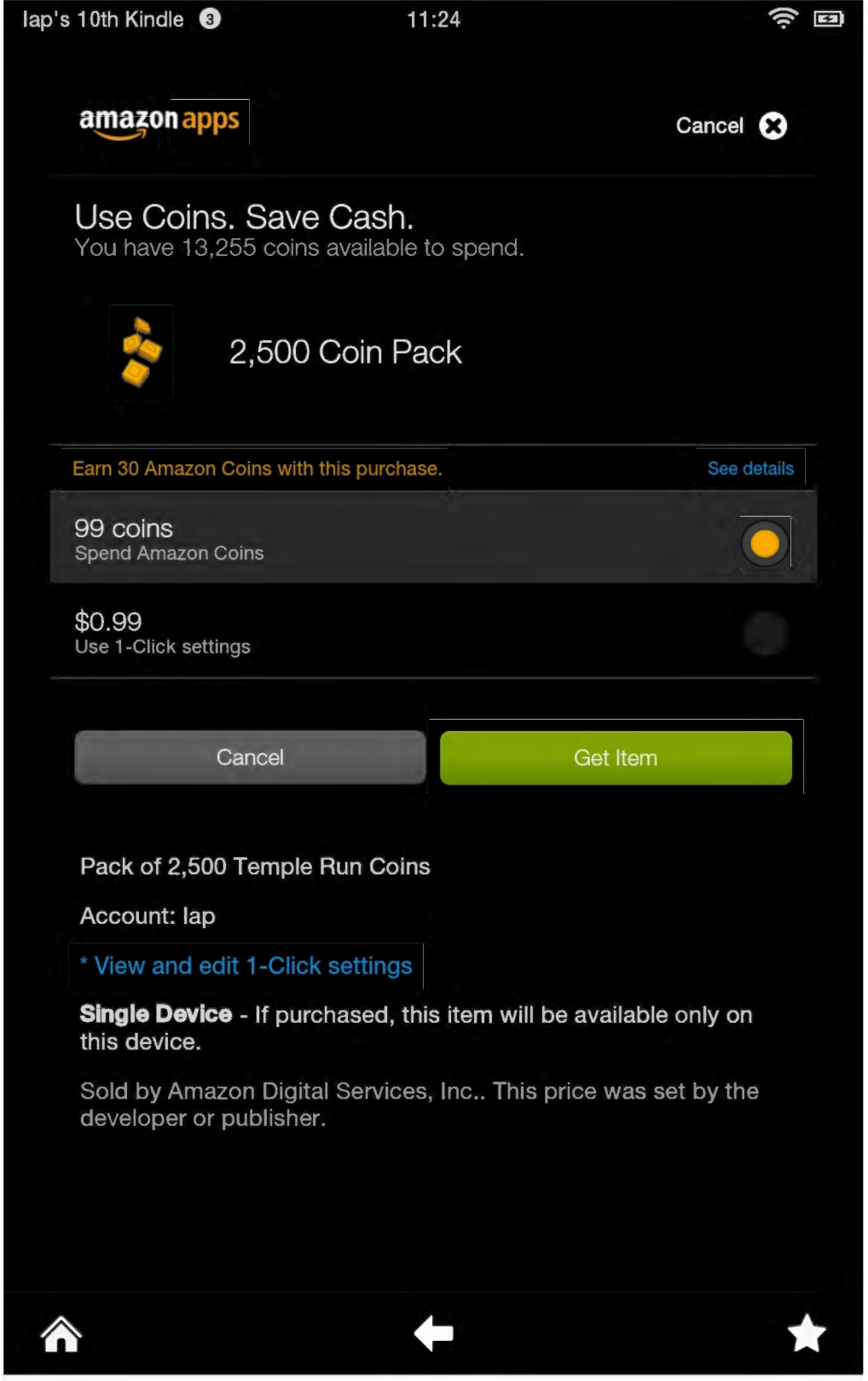
_____
MALINI MITHAL
Assistant Director
Division of Financial Practices

JAMES REILLY DOLAN
Acting Associate Director
Division of Financial Practices

JESSICA RICH
Director
Bureau of Consumer Protection

Exhibit R

Exhibit R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Use Coins. Save Cash.
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2,500 Coin Pack
Earn 30 Amazon Coins with this purchase.
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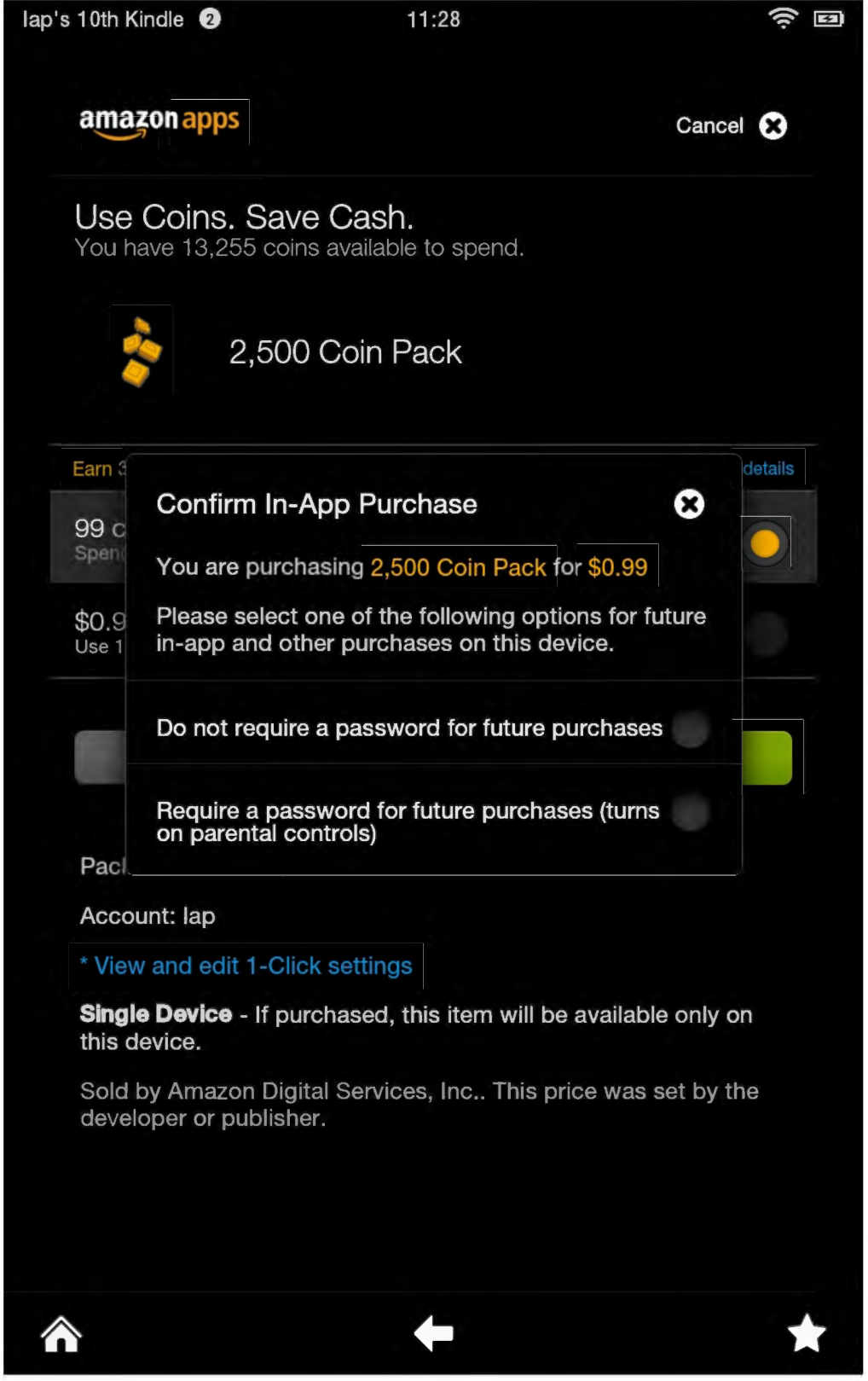
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Use Coins. Save Cash.
You have 13,255 coins available to spend.
2,500 Coin Pack
Confirm In-App Purchase
You are purchasing 2,500 Coin Pack for $0.99
Please select one of the following options for future in-app and other purchases on this device.
Do not require a password for future purchases
Require a password for future purchases (turns on parental controls)
Account: lap
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Single Device - If purchased, this item will be available only on this device.
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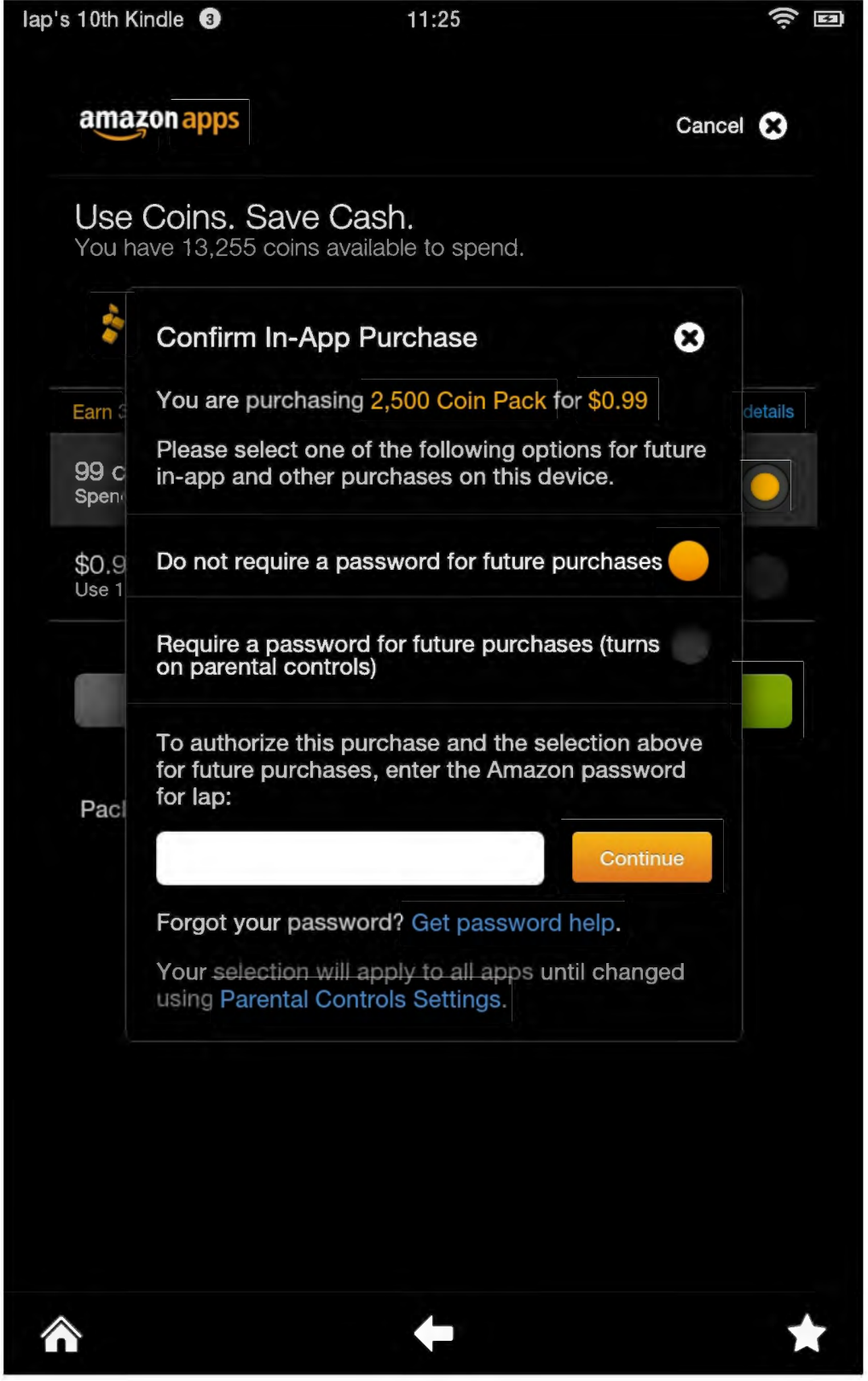
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Use Coins. Save Cash.
You have 13,255 coins available to spend.
Confirm In-App Purchase
You are purchasing 2,500 Coin Pack for $0.99
Please select one of the following options for future in-app and other purchases on this device.
Do not require a password for future purchases
Require a password for future purchases (turns on parental controls)
To authorize this purchase and the selection above for future purchases, enter the Amazon password for lap:
Continue
Forgot your password? Get password help.
Your selection will apply to all apps until changed using Parental Controls Settings.

amazon apps

Close

Thank you! Your order is complete.

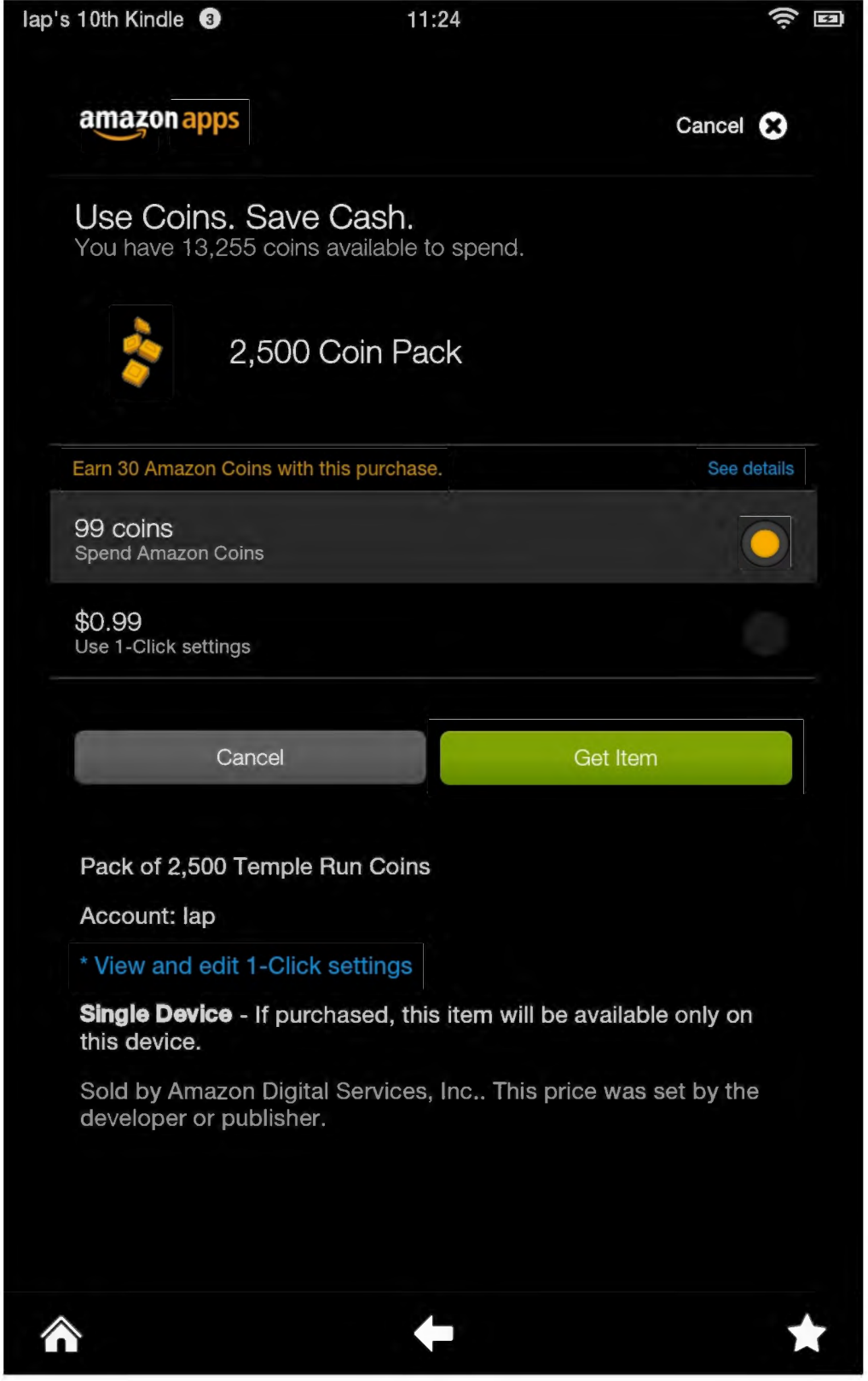
You've successfully purchased:



2,500 Coin Pack

You earned 30 coins with this purchase!

Parental Controls: Off (Change)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Use Coins. Save Cash.
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2,500 Coin Pack
Earn 30 Amazon Coins with this purchase.
See details
99 coins
Spend Amazon Coins
$0.99
Use 1-Click settings
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Get Item
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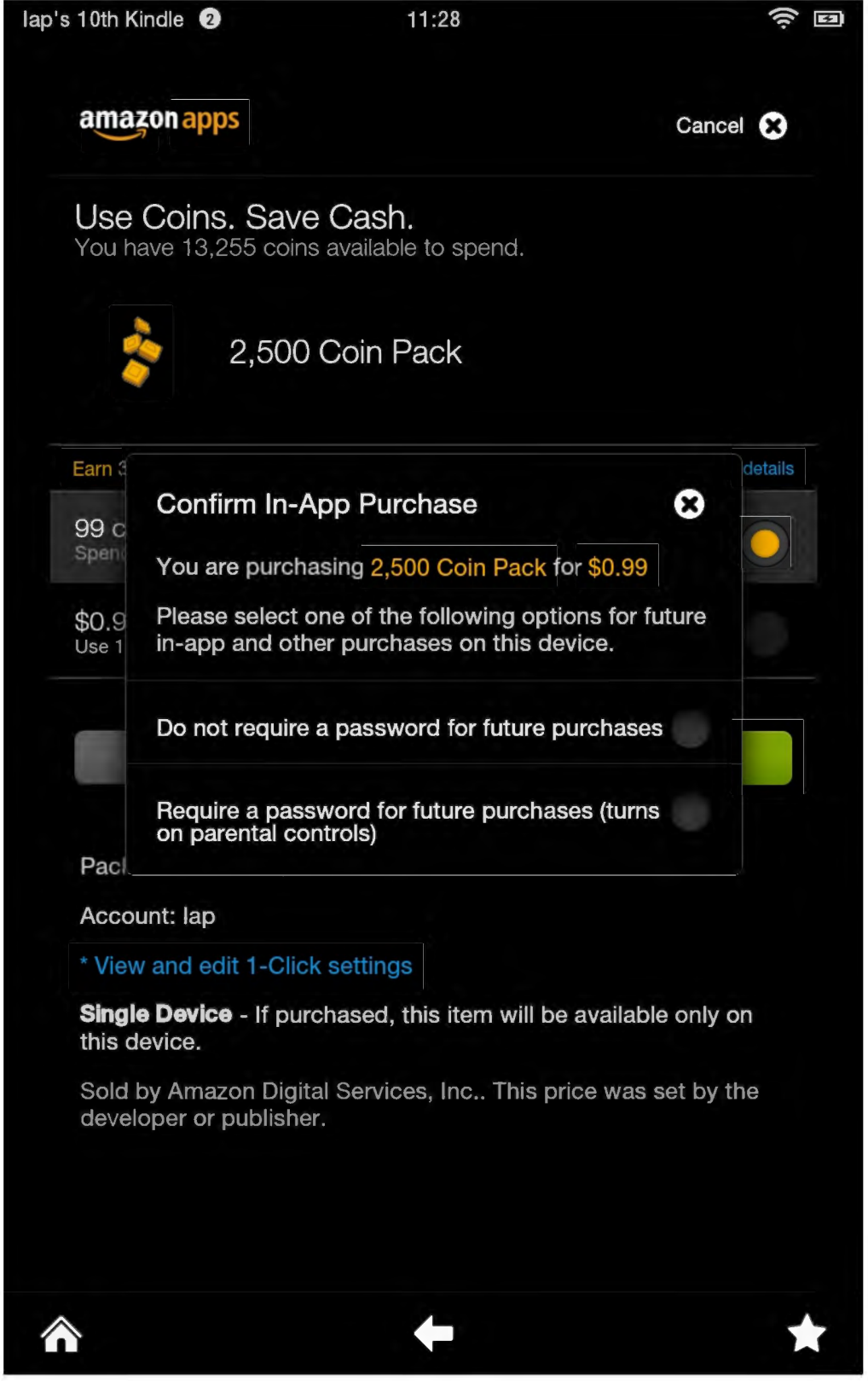
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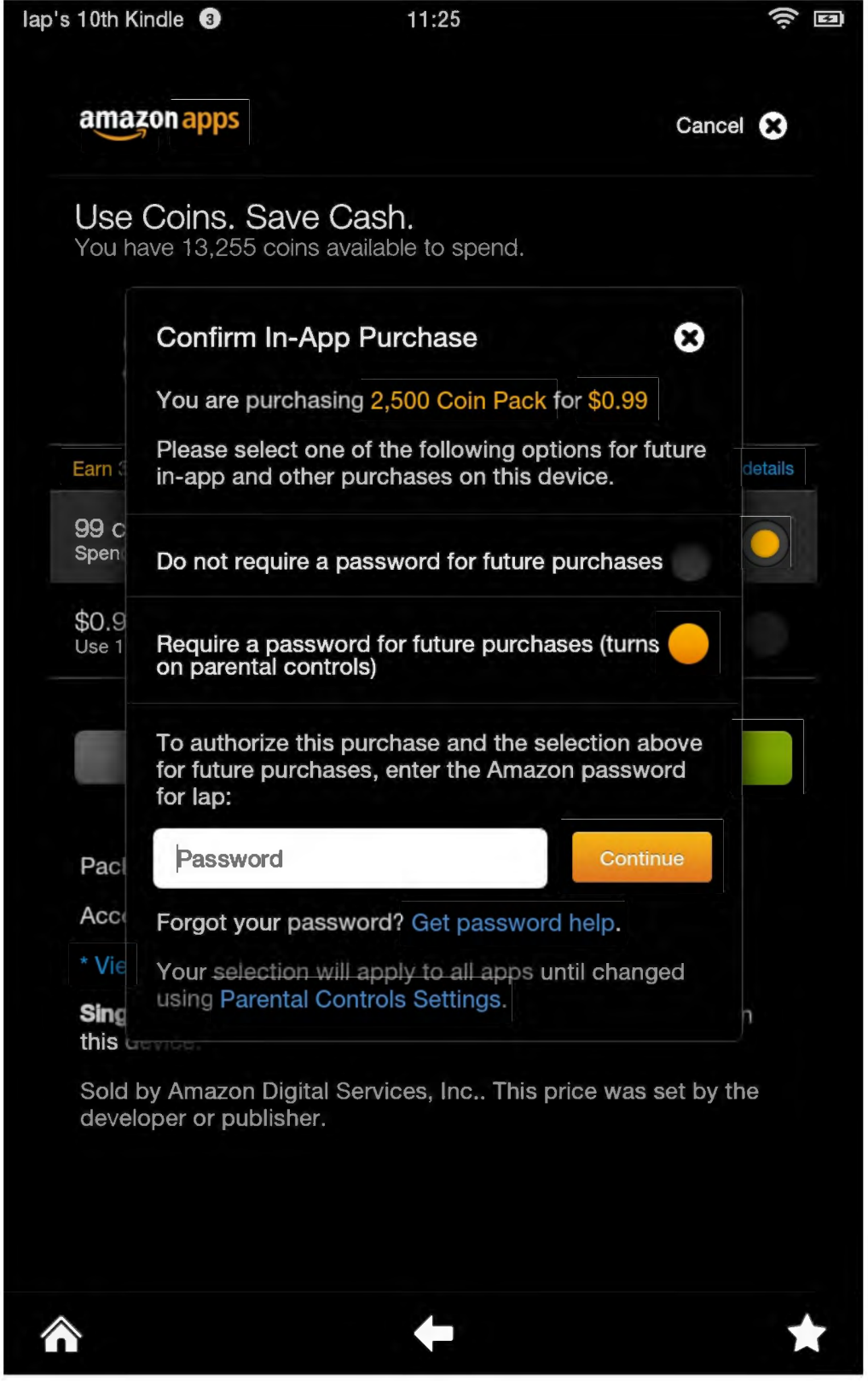

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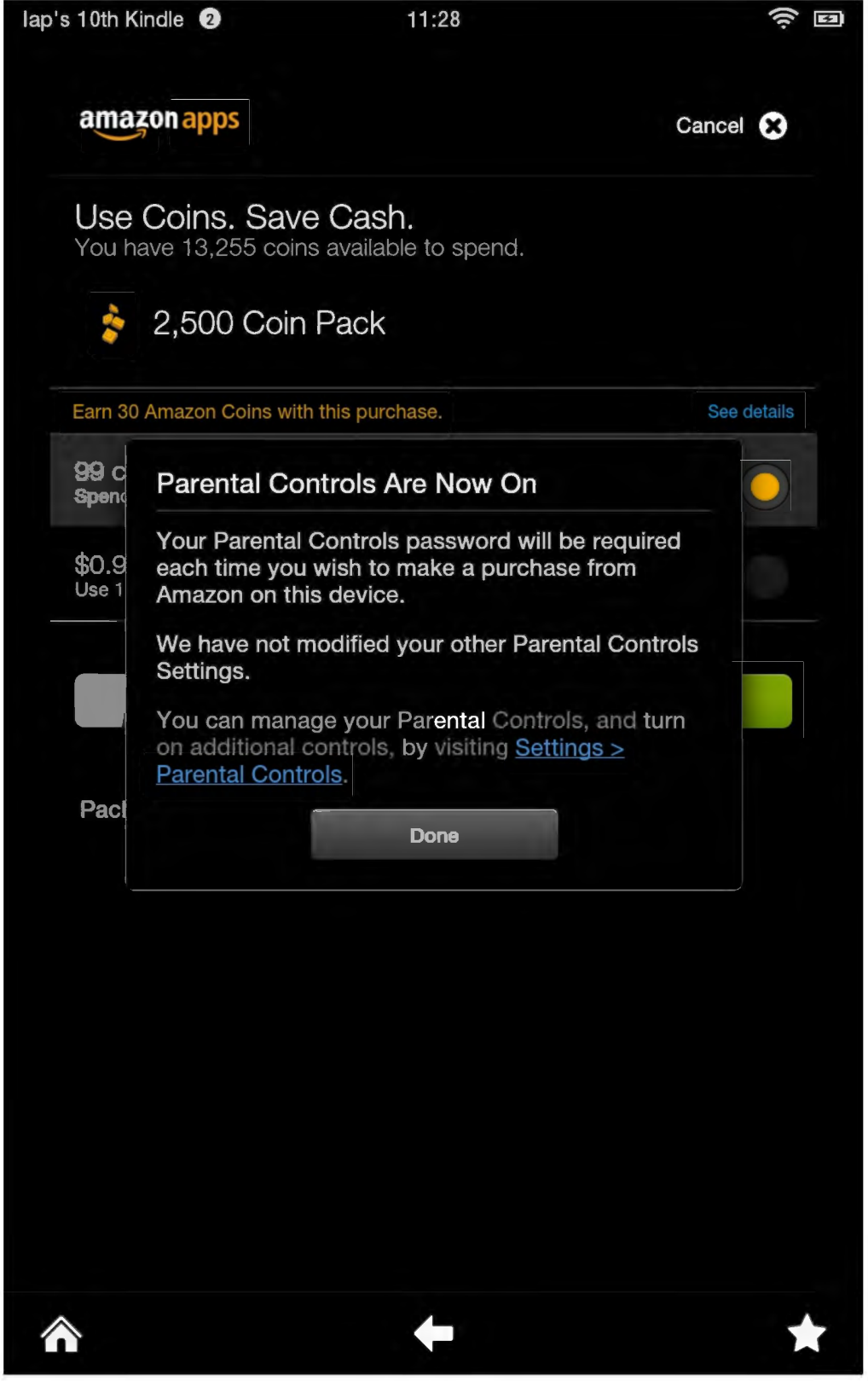
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amazon apps
Cancel
Use Coins. Save Cash.
You have 13,255 coins available to spend.
2,500 Coin Pack
Earn 30 Amazon Coins with this purchase.
See details
Parental Controls Are Now On
Your Parental Controls password will be required each time you wish to make a purchase from Amazon on this device.
We have not modified your other Parental Controls Settings.
You can manage your Parental Controls, and turn on additional controls, by visiting Settings > Parental Controls.
Done

amazon apps

Close

Thank you! Your order is complete.

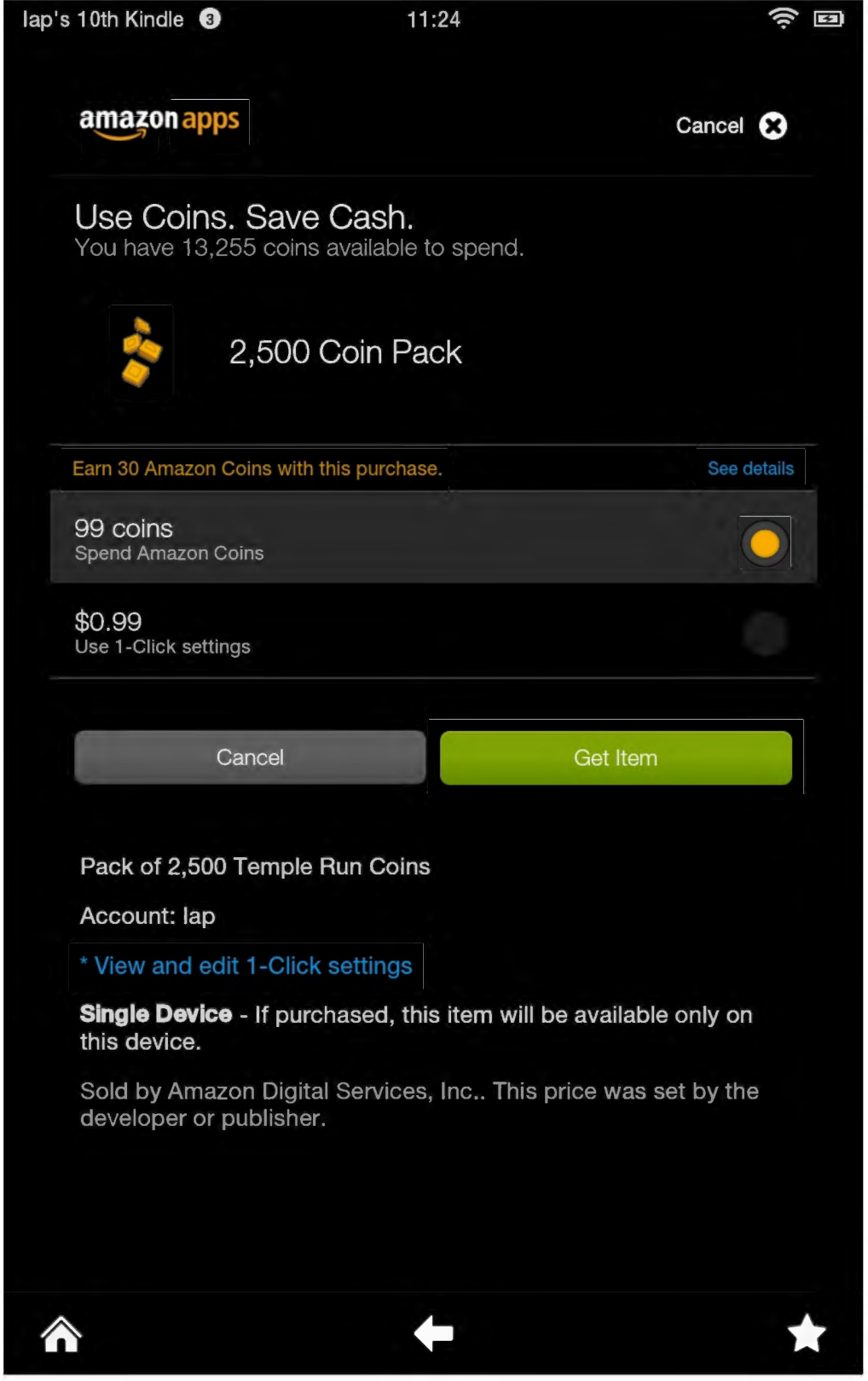
You've successfully purchased:



2,500 Coin Pack

You earned 30 coins with this purchase!

Parental Controls: On (Change)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2,500 Coin Pack
Earn 30 Amazon Coins with this purchase.
See details
99 coins
Spend Amazon Coins
$0.99
Use 1-Click settings
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Get Item
Pack of 2,500 Temple Run Coins
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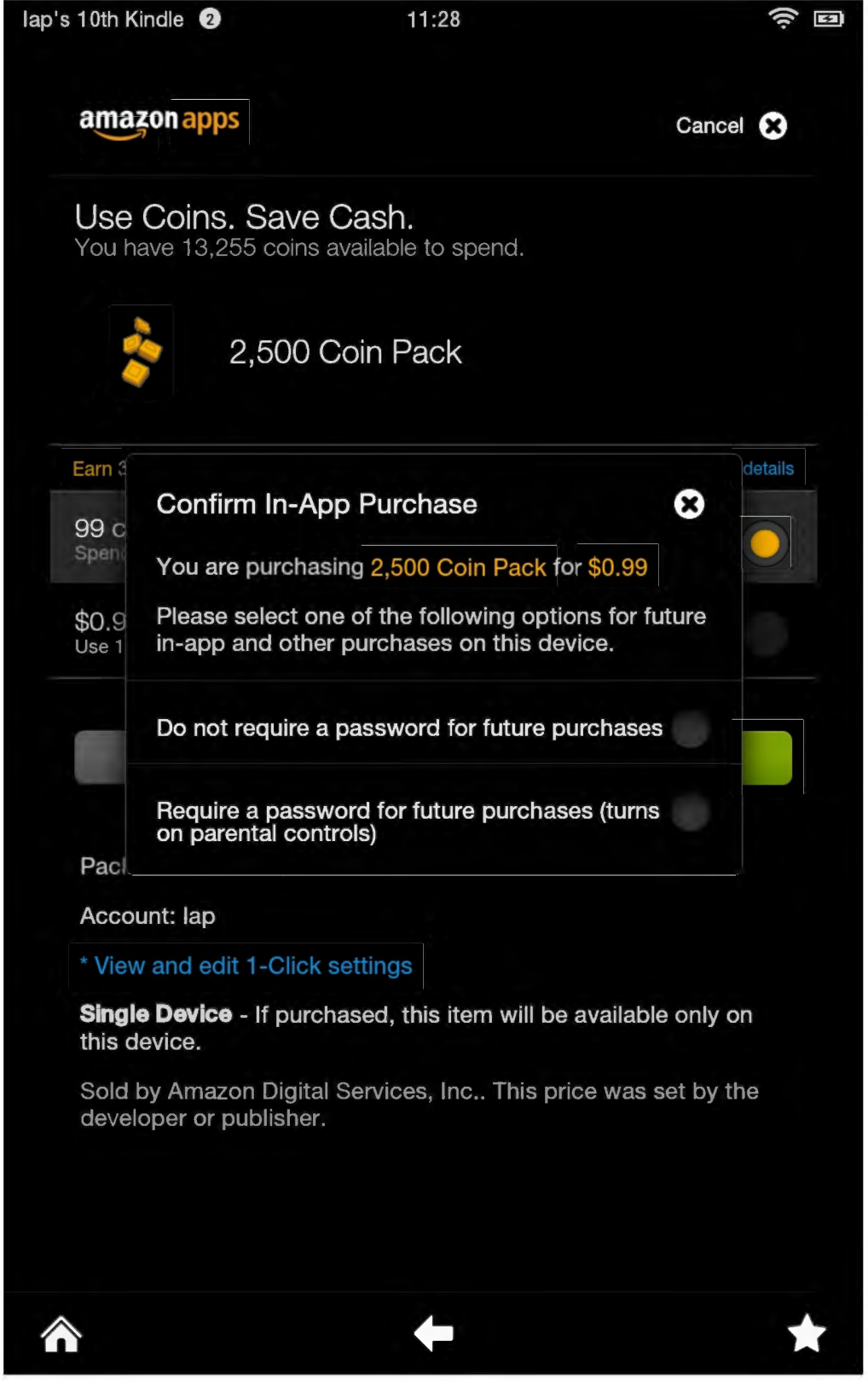
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You are purchasing 2,500 Coin Pack for $0.99
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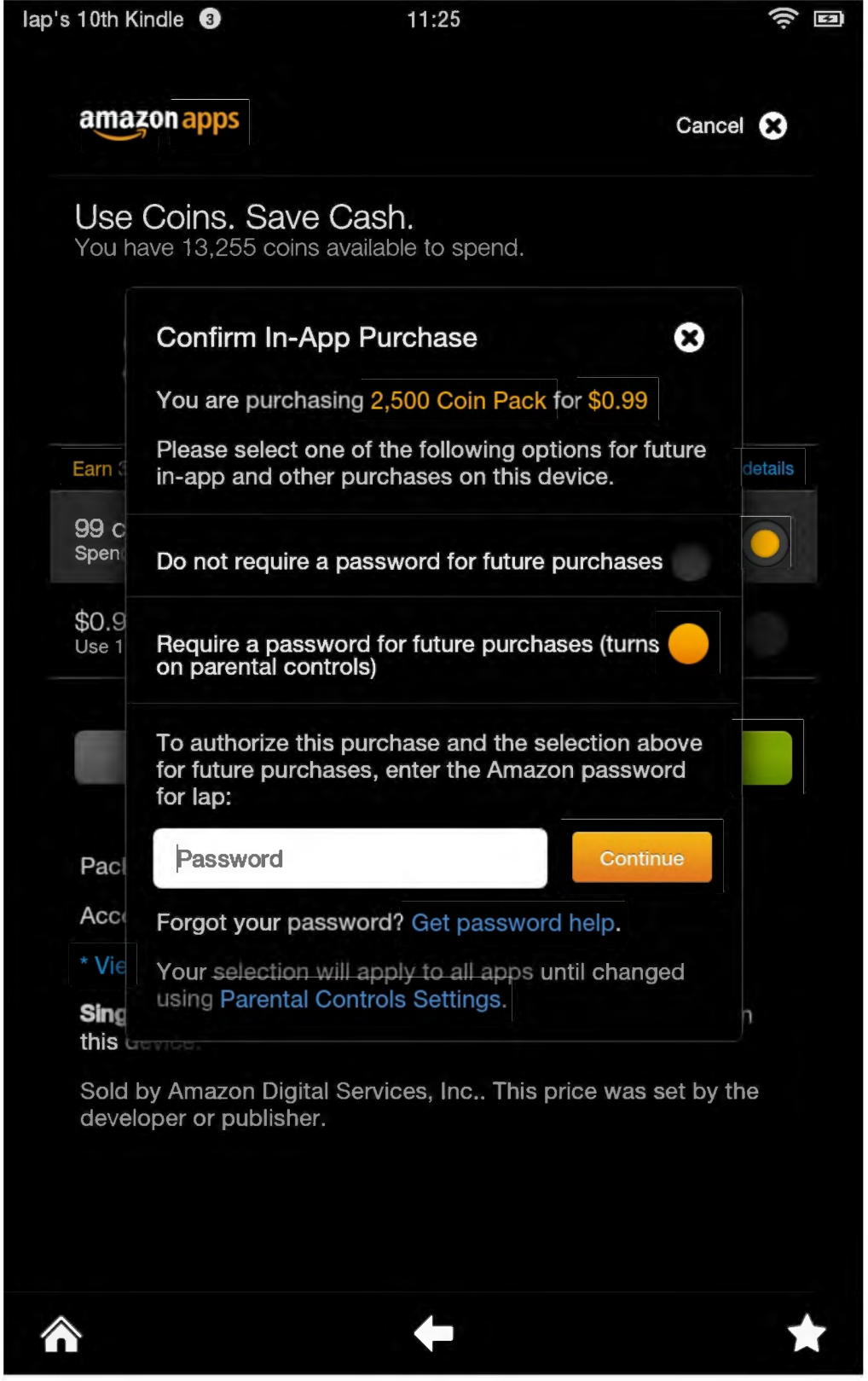

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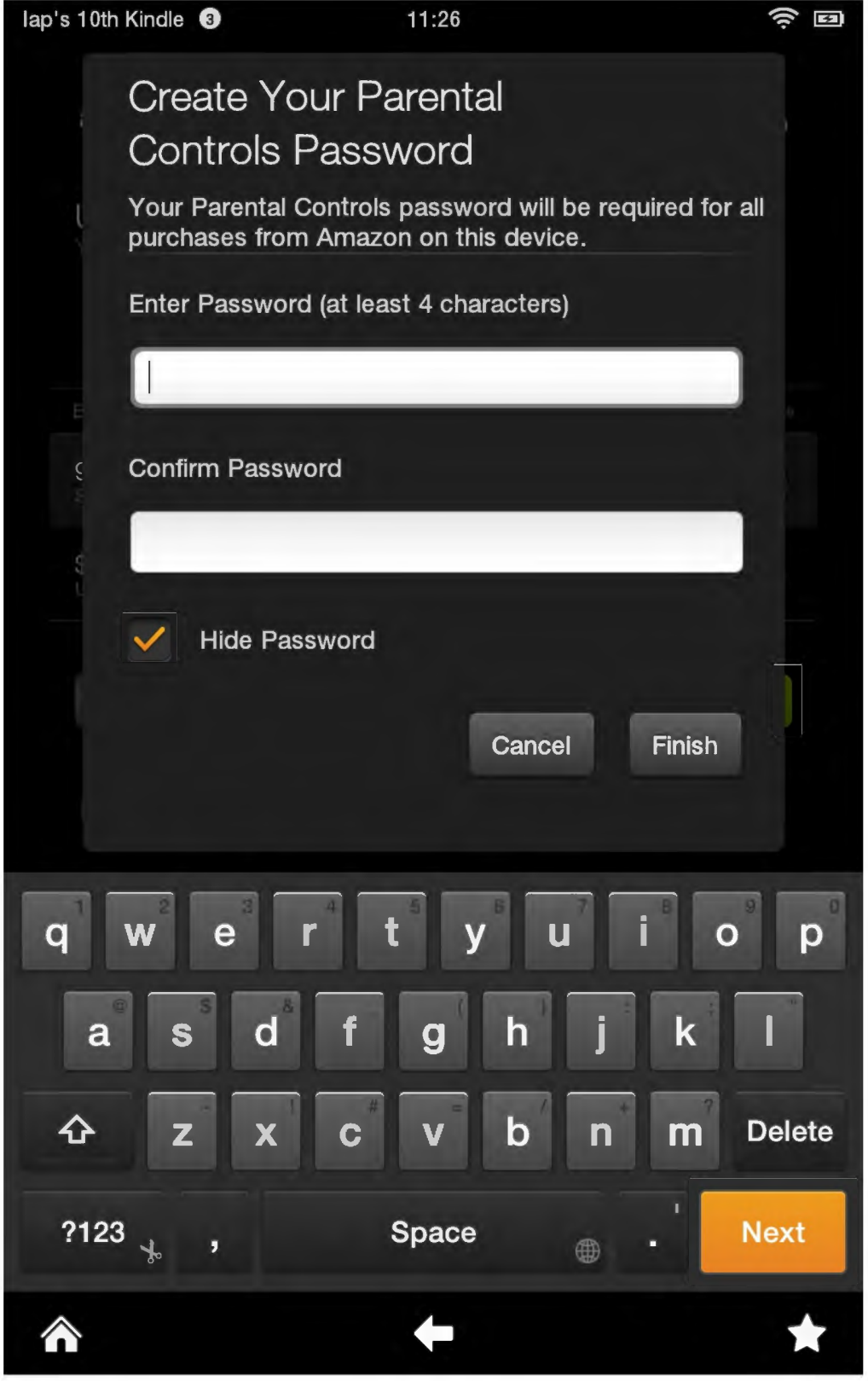

lap's 10th Kindle
11:26
Create Your Parental Controls Password
Your Parental Controls password will be required for all purchases from Amazon on this device.
Enter Password (at least 4 characters)
Confirm Password
Hide Password
Cancel
Finish
Delete
?123
Space
Next

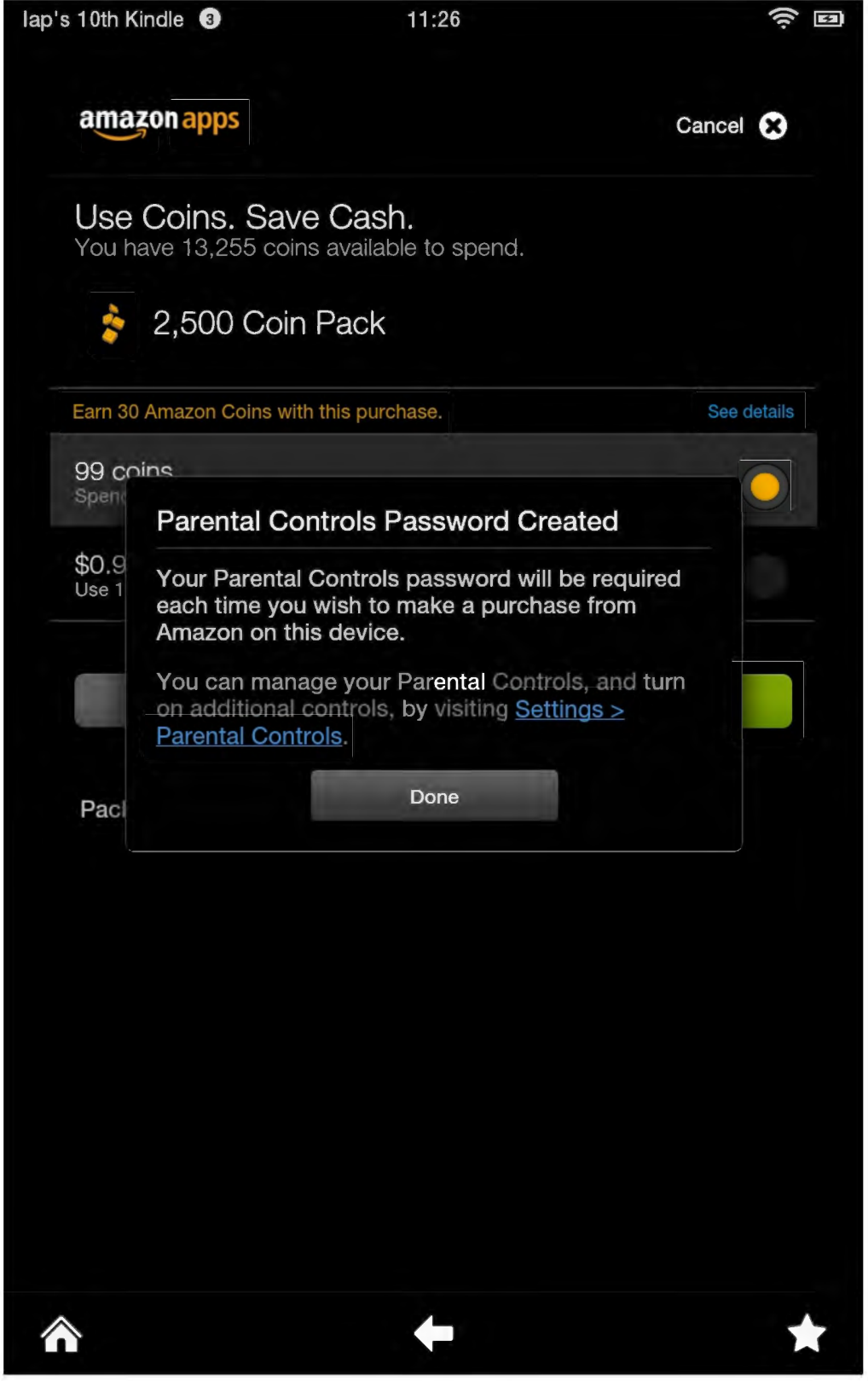

lap's 10th Kindle 3
11:26
amazon apps
Cancel
Use Coins. Save Cash.
You have 13,255 coins available to spend.
2,500 Coin Pack
Earn 30 Amazon Coins with this purchase.
See details
99 coins
Parental Controls Password Created
Your Parental Controls password will be required each time you wish to make a purchase from Amazon on this device.
You can manage your Parental Controls, and turn on additional controls, by visiting Settings > Parental Controls.
Done

Exhibit S

Exhibit S

EXPERT REPORT OF JENNIFER KING

Federal Trade Commission v. Amazon.com, Inc.

Case No. 2:14-cv-01038-JCC (W.D. Wash.)

October 16, 2015

The most recent password prompt, introduced in June 2014, resolves the task interruption problem by allowing the user to implement the password restriction directly in the flow without having to abandon their present task. It gives the user multiple relevant options, clearly states what is being purchased and its cost, describes the action that will occur after entering one's

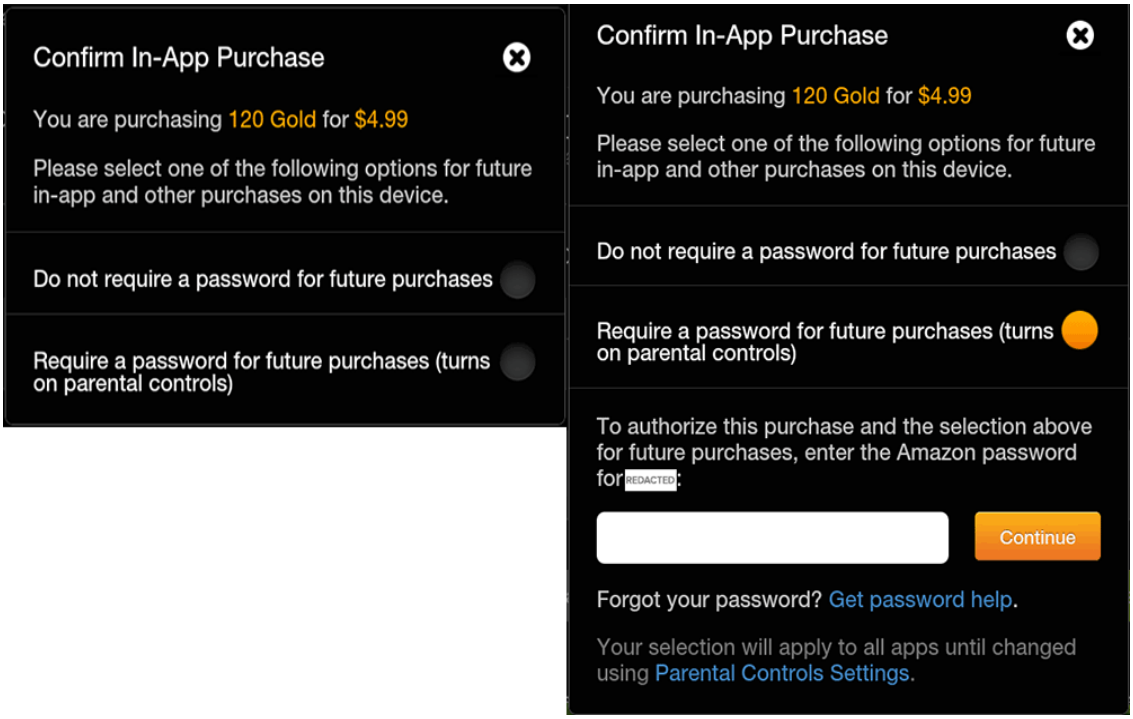
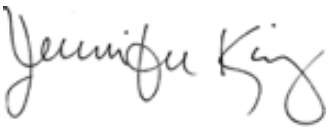


Figure 10: 2014 iteration of the password prompt in use today

password, and then implements the action directly rather than forcing the user to leave the current flow. The window also provides an additional explanation of the system status after choosing a password restriction: "Your selection will apply to all apps until changed using Parental Controls."



s/Jennifer King
Berkeley, CA
October 16, 2015

Exhibit T

Exhibit T

From: Adler, Jason
Sent: Friday, September 25, 2015 5:48 PM
To: 'Burman, David J. (Perkins Coie)'
Cc: Schneider, Harry (Perkins Coie); Hanson, Jeff (Perkins Coie); Foley, Danielle R. (DRFoley@Venable.com); Allen, Heather Garms; Rahamim, Miya; Pozza, Duane; Ricci, Jane
Subject: RE: meet and confer on discovery from FTC

Dave—

As mentioned on yesterday's call, we're reviewing our discovery responses (with special attention to the requests you flagged) and the record to determine whether amended responses would be necessary or helpful to clarify any factual issues. I expect we'll serve any amended responses early Monday.

You asked for case law concerning our objection that many of the requests for admission sought legal conclusions. A recent example is *Music Grp. Macao Commercial Offshore Ltd. v. Foote*, No. 14-CV-03078-JSC, 2015 WL 579688, at *2 (N.D. Cal. Feb. 11, 2015) ("Although Defendant has nominally tied his RFA to the facts of the case, the request remains an abstract legal conclusion: whether certain conduct is illegal."). We're not arguing that Rule 36(a)(1)(A) "doesn't mean what it says," just that what it says doesn't include the requests for admission in dispute. Similarly, the questions you ask below largely focus on legal issues, not discovery of some undisclosed underlying fact. Since this case is about Amazon's practices, the vast majority of fact evidence is within Amazon's possession. The FTC has produced other evidence (some duplicative of material that Amazon possesses), has described the factual bases for each of element of its claim in response to previous discovery requests and in briefing, and has identified the categories of evidence it may use to support its claims in its initial disclosures. The FTC will continue to supplement its discovery responses as appropriate. In particular, we expect to amend the FTC's initial disclosures once we have Amazon's full data production and are able to describe more specifically the scope of relief at issue.

With respect to your 30(b)(6) deposition of the FTC, the two questions you highlight are good examples of the difficulty we're having locating a true question about underlying facts as opposed to inquiry about potential legal arguments. Amazon began its deposition of the FTC asking whether its current practices violate Section 5. As alleged in the FTC's complaint, Amazon modified its in-app charge framework weeks before the FTC filed this action such that it would "obtain account holders' informed consent for in-app charges on its newer mobile devices." To the extent Amazon is also seeking a stamp of approval saying that none of its current practices violate Section 5, that is legal opinion, not fact. To the extent Amazon is seeking clarification about the scope of relief, without waiving our work product objections, though discovery is ongoing, I can tell you we're not planning to seek as part of monetary relief charges incurred after June 2014 by consumers who faced the June 2014 prompt.

Regards,

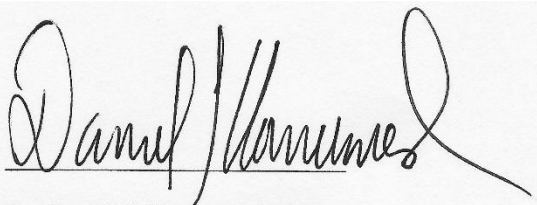
Jason

Exhibit U

Exhibit U

REPORT OF DANIEL S. HAMERMESH, PH.D.

The timing of the 2012 NCVS (last half of 2012) means that it was fielded almost in the middle of the period from November 2011 to June 2014, which is the period that the FTC asked me to consider. Therefore, the NCVS should be representative of people holding credit cards during this time period.



By: Daniel S. Hamermesh, Ph.D.

October 15, 2015

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Exhibit V

Exhibit V

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FEDERAL TRADE COMMISSION, Plaintiff, v. AMAZON.COM, INC., Defendant.	**Case No. 2:14-cv-01038-JCC** **PLAINTIFF'S RESPONSES AND OBJECTIONS TO AMAZON.COM, INC.'S FIRST SET OF REQUESTS FOR ADMISSION**

Pursuant to Federal Rule of Civil Procedure 36, plaintiff Federal Trade Commission ("FTC") submits its responses and objections to defendant Amazon.com, Inc.'s ("Amazon's") First Set of Requests for Admission.

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3231

25. Admit that the FTC does not contend Amazon's practices with respect to the Purchase Flow for In-App Purchases were intended by Amazon to be unfair.

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3231

RESPONSE:

The FTC objects to this request to the extent it seeks a legal conclusion and therefore is not a proper subject for a request for admission. Fed. R. Civ. P. 36(a)(1). The FTC objects to this request as irrelevant because it does not seek admission to the truth of matters within the scope of Rule 26(b)(1), which allows for discovery of any nonprivileged matter that is relevant to any party's *claim or defense*. This request is irrelevant because the FTC is not required to prove Amazon's intent in order to establish liability under the FTC Act, as intent is not an element of Section 5 of the FTC Act. Subject to and without waiving its objections, the FTC admits that it did not contend in its Complaint that Amazon intended its practices with respect to the Purchase Flow for In-App Purchases to be unfair; otherwise denied.

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3231

Dated: September 21, 2015

/s/ Jason M. Adler

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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

CERTIFICATE OF SERVICE

I, Miya Rahamim, certify that on September 21, 2015, I served the foregoing Plaintiff's Responses and Objections to Amazon.com, Inc.'s First Set of Requests for Admission by email on all counsel of record.

By: /s/ Miya Rahamim

Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC 20580
(202) 326-3231