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19 **UNITED STATES DISTRICT COURT**  
 20 **NORTHERN DISTRICT OF CALIFORNIA**  
 21 **SAN FRANCISCO DIVISION**

22 \_\_\_\_\_  
 23 UNITED STATES OF AMERICA, :  
 24 :  
 25 Plaintiff, :  
 26 :  
 27 v. :  
 28 :  
 29 PATH, INC., :  
 30 :  
 31 Defendant. :  
 32 \_\_\_\_\_

33 **CONSENT DECREE AND ORDER**  
 34 **FOR CIVIL PENALTIES, PERMANENT**  
 35 **INJUNCTION AND OTHER RELIEF**

36 WHEREAS Plaintiff, the United States of America, has commenced this action by filing the  
 37 complaint herein; Defendant has waived service of the Summons and Complaint; the parties have  
 38 been represented by the attorneys whose names appear hereafter; and the parties have agreed to  
 39 settlement of this action upon the following terms and conditions, without adjudication of any issue

40 **Consent Decree**

1 of fact or law, and without Defendant admitting any issue of fact or law other than those related to  
2 jurisdiction and venue;

3  
4 THEREFORE, on the joint motion of Plaintiff and Defendant, it is hereby ORDERED,  
5 ADJUDGED, and DECREED as follows:

6 1. This Court has jurisdiction of the subject matter and of the parties pursuant to 28 U.S.C.  
7 §§ 1331, 1337(a), 1345, and 1355, and 15 U.S.C. §§ 45(m)(1)(A), 53(b), 56(a), and 57b.

8 2. Venue is proper as to all parties in the Northern District of California under 15 U.S.C.  
9 § 53(b) and 28 U.S.C. §§ 1391(b)-(c) and 1395(a).

10 3. The activities of Defendant are in or affecting commerce as defined in Section 4 of the FTC  
11 Act, 15 U.S.C. § 44.

12 4. Defendant neither admits nor denies any of the allegations in the Complaint, except as  
13 specifically stated in this Order. Only for purposes of this action, Defendant admits the facts  
14 necessary to establish jurisdiction.  
15

16 5. The Complaint states a claim upon which relief may be granted against Defendant under  
17 Sections 5(a)(1), 5(m)(1)(A), 13(b), and 16(a) of the Federal Trade Commission Act (“FTC  
18 Act”), 15 U.S.C. §§ 45(a)(1), 45(m)(1)(A), 53(b), and 56(a) and under Sections 1303(c) and  
19 1306(d) of the Children’s Online Privacy Protection Act of 1998 (“COPPA”), 15 U.S.C. §§  
20 6501-6506, 6502(c), and 6505(d); the Commission’s Children’s Online Privacy Protection  
21 Rule (“Rule” or “COPPA Rule”), 16 C.F.R. Part 312. Among other things, the Complaint  
22 alleges that:  
23

24  
25 A. Defendant violated the FTC Act by making deceptive representations through its  
26 application’s user interface regarding the automatic collection of information from  
27 consumers’ mobile device address books;  
28

1 B. Defendant violated the FTC Act by making deceptive representations through its  
2 privacy policy regarding the automatic collection of information from consumers’  
3 mobile device address books; and  
4

5 C. Defendant violated COPPA and the FTC Act by failing to provide notice to parents  
6 of its information practices, and to obtain verifiable parental consent prior to  
7 collecting, using, and/or disclosing information from children online.  
8

9 6. Defendant has entered into this Consent Decree and Order for Civil Penalties, Permanent  
10 Injunction, and Other Relief (“Order”) freely and without coercion. Defendant further  
11 acknowledges that it has read the provisions of this Order and is prepared to abide by them.

12 7. Plaintiff and Defendant hereby waive all rights to appeal or otherwise challenge the validity  
13 of this Order.

14 8. Plaintiff and Defendant stipulate and agree that entry of this Order shall constitute a full,  
15 complete, and final settlement of this action.

16 9. Defendant has agreed that this Order does not entitle it to seek or to obtain attorneys’ fees  
17 as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, and Defendant  
18 further waives any rights to attorneys’ fees that may arise under said provision of law.  
19

20 10. Entry of this Order is in the public interest.  
21

22 **DEFINITIONS**

23 11. “Rule” means the Federal Trade Commission’s Children’s Online Privacy Protection  
24 Rule, 16 C.F.R. Part 312.

25 12. For purposes of this Agreement:  
26

27 A. “Child” means an individual under the age of 13;

28 B. “Collects” or “collection” means the gathering of any personal information from a

1 child by any means, including but not limited to:

- 2 (1) Requesting that children submit personal information online;
- 3
- 4 (2) Enabling children to make personal information publicly available through
- 5 a chat room, message board, or other means, except where the operator
- 6 deletes all individually identifiable information from postings by children
- 7 before they are made public, and also deletes such information from the
- 8 operator's records; or
- 9
- 10 (3) The passive tracking or use of any identifying code linked to an
- 11 individual, such as a cookie;

12 C. "Commission" means the Federal Trade Commission;

13 D. "Delete" means to remove personal information such that it is not maintained in

14 retrievable form and cannot be retrieved in the normal course of business;

15 E. "Disclosure" means, with respect to personal information:

- 16
- 17 (1) The release of personal information collected from a child in identifiable
- 18 form by an operator for any purpose, except where an operator provides
- 19 such information to a person who provides support for the internal
- 20 operations of the website or online service and who does not disclose or
- 21 use that information for any other purpose. For purposes of this
- 22 definition:

- 23
- 24 (a) Release of personal information means the sharing, selling,
- 25 renting, or any other means of providing personal information to
- 26 any third party, and
- 27
- 28 (b) Support for the internal operations of the website or online service

1 means those activities necessary to maintain the technical  
2 functioning of the website or online service, or to fulfill a request  
3 of a child as permitted by 16 C.F.R. Part 312.5(c)(2) and (3); or  
4

5 (2) Making personal information collected from a child by an operator  
6 publicly available in identifiable form, by any means, including by a  
7 public posting through the Internet, or through a personal home page  
8 posted on a website or online service; a pen pal service; an electronic mail  
9 service; a message board; or a chat room;  
10

11 F. “Internet” means collectively the myriad of computer and telecommunications  
12 facilities, including equipment and operating software, which comprise the  
13 interconnected world-wide network of networks that employ the Transmission  
14 Control Protocol/Internet Protocol, or any predecessor or successor protocols to  
15 such protocol, to communicate information of all kinds by wire, radio, or other  
16 methods of transmission;  
17

18 G. “Online contact information” means an e-mail address or any other substantially  
19 similar identifier that permits direct contact with a person online;  
20

21 H. “Operator” means any person who operates a website located on the Internet or an  
22 online service and who collects or maintains personal information from or about  
23 the users of or visitors to such website or online service, or on whose behalf such  
24 information is collected or maintained, where such website or online service is  
25 operated for commercial purposes, including any person offering products or  
26 services for sale through that website or online service, involving commerce:  
27

28 (1) Among the several States or with one or more foreign nations;

- 1 (2) In any territory of the United States or in the District of Columbia, or  
2 between any such territory and (a) Another such territory, or  
3 (b) Any State or foreign nation; or  
4  
5 (3) Between the District of Columbia and any State, territory, or foreign  
6 nation.

7 This definition does not include any nonprofit entity that would otherwise be  
8 exempt from coverage under Section 5 of the Federal Trade Commission Act (15  
9 U.S.C. § 45);

10  
11 I. “Parent” includes a legal guardian;

12 J. “Person” means any individual, partnership, corporation, trust, estate,  
13 cooperative, association, or other entity;

14 K. “Personal information” means individually identifiable information about an  
15 individual collected online, including:

- 16  
17 (1) A first and last name;  
18 (2) A home or other physical address including street name and name of a city  
19 or town;  
20 (3) An e-mail address or other online contact information, including but not  
21 limited to, an instant messaging user identifier, or a screen name that  
22 reveals an individual’s e-mail address;  
23 (4) A telephone number;  
24 (5) A Social Security number;  
25 (6) A persistent identifier, such as a customer number held in a cookie or a  
26 processor serial number, where such identifier is associated with  
27  
28

1 individually identifiable information; or a combination of a last name or  
2 photograph of the individual with other information such that the  
3 combination permits physical or online contacting; or  
4

5 (7) Information concerning the child or the parents of that child that the  
6 operator collects online from the child and combines with an identifier  
7 described in this definition;

8 L. “Third party” means any person who is not:

9  
10 (1) An operator with respect to the collection or maintenance of personal  
11 information on the website or online service; or

12 (2) A person who provides support for the internal operations of the website  
13 or online service and who does not use or disclose information protected  
14 under this part for any other purpose;

15  
16 M. “Verifiable parental consent” means making any reasonable effort (taking into  
17 consideration available technology) to ensure that before personal information is  
18 collected from a child, a parent of the child:

19 (1) Receives notice of the operator’s personal information collection, use, and  
20 disclosure practices; and

21  
22 (2) Authorizes any collection, use, and/or disclosure of the personal  
23 information; and

24 N. “Website or online service directed to children” means a commercial website or  
25 online service, or portion thereof, that is targeted to children. *Provided, however,*  
26 that a commercial website or online service, or a portion thereof, shall not be  
27 deemed directed to children solely because it refers or links to a commercial  
28

1 website or online service directed to children by using information location tools,  
2 including a directory, index, reference, pointer, or hypertext link. In determining  
3 whether a commercial website or online service, or a portion thereof, is targeted  
4 to children, the Commission will consider its subject matter, visual or audio  
5 content, age of models, language or other characteristics of the website or online  
6 service, as well as whether advertising promoting or appearing on the website or  
7 online service is directed to children. The Commission will also consider  
8 competent and reliable empirical evidence regarding audience composition;  
9 evidence regarding the intended audience; and whether a site uses animated  
10 characters and/or child-oriented activities and incentives.

13 13. “Covered information” means information from or about an individual consumer  
14 including, but not limited to: (a) a first and last name; (b) a home or other physical  
15 address, including street name and name of city or town; (c) an email address or other  
16 online contact information, such as an instant messaging user identifier or a screen name;  
17 (d) a telephone number; (e) a persistent identifier, such as a customer number held in a  
18 “cookie,” a static Internet Protocol (“IP”) address, or processor serial number; (f)  
19 nonpublic communications and content posted on Defendant’s website or within  
20 Defendant’s applications; or (g) communications and content stored on a consumer’s  
21 mobile device.

24 14. “Clear(ly) and prominent(ly)” shall mean:

25 A. In textual communications (*e.g.*, printed publications or words displayed on the  
26 screen of a computer or mobile device), the required disclosures are of a type,  
27 size, and location sufficiently noticeable for an ordinary consumer to read and  
28



1 comprehend them, in print that contrasts highly with the background on which  
2 they appear;

3  
4 B. In communications disseminated orally or through audible means (*e.g.*, radio or  
5 streaming audio), the required disclosures are delivered in a volume and cadence  
6 sufficient for an ordinary consumer to hear and comprehend them;

7  
8 C. In communications disseminated through video means (*e.g.*, television or  
9 streaming video), the required disclosures are in writing in a form consistent with  
10 subpart A of this definition and shall appear on the screen for a duration sufficient  
11 for an ordinary consumer to read and comprehend them, and in the same language  
12 as the predominant language that is used in the communication; and

13  
14 D. In all instances, the required disclosures: (1) are presented in an understandable  
15 language and syntax, and (2) include nothing contrary to, inconsistent with, or in  
16 mitigation of any statement contained within the disclosure or within any  
17 document linked to or referenced therein.

18 15. Unless otherwise specified, “Defendant” means Path, Inc., a corporation, and its  
19 successors and assigns.

20  
21 **I. INJUNCTION REGARDING COLLECTION OF INFORMATION**

22 **FROM CHILDREN ONLINE**

23 16. **IT IS ORDERED** that Defendant and all other persons in active concert or participation  
24 with Defendant who receive actual notice of this Order by personal service or otherwise,  
25 whether acting directly or indirectly, in connection with any website or online service  
26 directed to children, or on any website or online service through which they, with actual  
27 knowledge, collect, use, and/or disclose personal information from children, is  
28

1 permanently restrained and enjoined from:

- 2 A. Failing to provide sufficient notice of the information Defendant collects online
- 3 from children, how it uses such information, its disclosure practices, and all other
- 4 content, as required by Section 312.4(b) of the Rule, 16 C.F.R. § 312.4(b);
- 5
- 6 B. Failing to provide direct notice to parents of what information Defendant collects
- 7 online from children, how it uses such information, its disclosure practices, and
- 8 all other required content, as required by Section 312.4(c) of the Rule, 16 C.F.R.
- 9 § 312.4(c);
- 10
- 11 C. Failing to obtain verifiable parental consent before any collection, use, and/or
- 12 disclosure of personal information from children, as required by Section 312.5 of
- 13 the Rule, 16 C.F.R. § 312.5(a)(1); or
- 14
- 15 D. Violating any other provision of the Rule, 16 C.F.R. Part 312, and as the Rule
- 16 may hereafter be amended. A copy of the Rule is attached hereto as “Appendix
- 17 A” and incorporated herein as if fully set forth verbatim.

18 **II. DELETION OF CHILDREN’S PERSONAL INFORMATION**

19 17. **IT IS FURTHER ORDERED** that Defendant, and its officers, agents, servants,  
20 employees, and attorneys, and all other persons in active concert or participation with any  
21 of them who receive actual notice of this Order by personal service or otherwise, are  
22 permanently restrained and enjoined from:

- 23
- 24 A. Disclosing, using, or benefitting from Personal information collected from
- 25 Children which Defendant obtained prior to entry of this Order; and
- 26
- 27 B. Failing to destroy such Personal information in all forms in its possession,
- 28 custody, or control within ten (10) days after entry of this Order.

1            *Provided, however,* that Personal information need not be destroyed, and may be  
 2 disclosed, to the extent requested by a government agency or required by a law,  
 3 regulation, or court order.  
 4

5            **III. CIVIL PENALTY**

6 18.    **IT IS FURTHER ORDERED** that Defendant shall pay to Plaintiff a civil penalty,  
 7 pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), in the amount  
 8 of eight hundred thousand dollars (\$800,000), due and payable within five (5) days of  
 9 receipt of notice of the entry of this Order. Unless otherwise directed, payment shall be  
 10 made by electronic fund transfer in accordance with procedures specified by the  
 11 Consumer Protection Branch, Civil Division, U.S. Department of Justice, Washington,  
 12 DC 20530.  
 13

14 19.    Defendant relinquishes all dominion, control, and title to the funds paid to the fullest  
 15 extent permitted by law. Defendant shall make no claim to or demand return of the  
 16 funds, directly or indirectly, through counsel or otherwise.  
 17

18 20.    Defendant agrees that the facts as alleged in the Complaint filed in this action shall be  
 19 taken as true, without further proof, in any subsequent civil litigation filed by or on  
 20 behalf of the Commission to enforce its rights to any payment or money judgment  
 21 pursuant to this Order.  
 22

23 21.    In the event of any default in payment, which default continues for ten (10) days beyond  
 24 the due date of payment, the entire unpaid penalty, together with interest, as computed  
 25 pursuant to 28 U.S.C. § 1961 (accrued from the date of default to the date of payment)  
 26 shall immediately become due and payable.  
 27  
 28

1 **IV. INJUNCTION REGARDING PRIVACY OF CONSUMER INFORMATION**

2 22. **IT IS FURTHER ORDERED** that Defendant acting directly or through any  
3 corporation, subsidiary, limited liability company, division, or other device, in  
4 connection with the advertising, marketing, promotion, offering for sale, or sale of any  
5 product or service, in or affecting commerce, is permanently restrained and enjoined  
6 from misrepresenting in any manner, expressly or by implication, the extent to which it  
7 maintains and protects the privacy and confidentiality of covered information.  
8

9 23. **IT IS FURTHER ORDERED** that Defendant, acting directly or through any  
10 corporation, subsidiary, limited liability company, division, or other device, in  
11 connection with the advertising, marketing, promotion, offering for sale, or sale of any  
12 product or service, in or affecting commerce, prior to any access or collection of  
13 information in the user’s mobile device contacts or address book, shall:  
14

15 A. Clearly and prominently disclose to the user, separate and apart from any  
16 “privacy policy,” “terms of use,” “blog,” “statement of values” page, or other  
17 similar document, the categories of information from the user’s mobile device  
18 that will be accessed and/or collected; and  
19

20 B. Obtain the user’s affirmative express consent to access or collect such  
21 information.  
22

23 24. **IT IS FURTHER ORDERED** that Defendant, acting directly or through any  
24 corporation, subsidiary, limited liability company, division, or other device, in  
25 connection with the advertising, marketing, promotion, offering for sale, or sale of any  
26 product or service, in or affecting commerce, shall, no later than the date of service of  
27 this order, establish and implement, and thereafter maintain, a comprehensive privacy  
28

1 program that is reasonably designed to: (1) address privacy risks related to the  
2 development and management of new and existing products and services for consumers;  
3 and (2) protect the privacy and confidentiality of covered information. Such program,  
4 the content and implementation of which must be documented in writing, shall contain  
5 privacy controls and procedures appropriate to respondent's size and complexity, the  
6 nature and scope of respondent's activities, and the sensitivity of the covered  
7 information, including:  
8

- 9
- 10 A. The designation of an employee or employees to coordinate and be responsible  
11 for the privacy program;
- 12 B. The identification of reasonably foreseeable, material risks, both internal and  
13 external, that could result in the respondent's unauthorized collection, use, or  
14 disclosure of covered information, and an assessment of the sufficiency of any  
15 safeguards in place to control these risks. At a minimum, this privacy risk  
16 assessment should include consideration of risks in each area of relevant  
17 operation, including, but not limited to: (1) employee training and management,  
18 including training on the requirements of this order; and (2) product design,  
19 development, and research;
- 20
- 21 C. The design and implementation of reasonable privacy controls and procedures to  
22 address the risks identified through the privacy risk assessment, and regular  
23 testing or monitoring of the effectiveness of those privacy controls and  
24 procedures;
- 25
- 26 D. The development and use of reasonable steps to select and retain service  
27 providers capable of appropriately protecting the privacy of covered information  
28

1 they receive from respondent, and requiring service providers by contract to  
2 implement and maintain appropriate privacy protections;

3  
4 E. The evaluation and adjustment of respondent’s privacy program in  
5 light of the results of the testing and monitoring required by subpart C, any  
6 material changes to respondent’s operations or business arrangements, or any  
7 other circumstances that respondent knows or has reason to know may have a  
8 material impact on the effectiveness of its privacy program.  
9

10 25. **IT IS FURTHER ORDERED** that, in connection with its compliance with Paragraph 24  
11 of this order, Defendant shall obtain initial and biennial assessments and reports  
12 (“Assessments”) from a qualified, objective, independent third-party professional, who  
13 uses procedures and standards generally accepted in the profession. The reporting period  
14 for the Assessments shall cover: (1) the first year after service of the Order for the initial  
15 Assessment; and (2) each two (2) year period thereafter for twenty (20) years after  
16 service of the Order for the biennial Assessments.  
17

18 A. Each Assessment shall:

- 19 1. Set forth the specific privacy controls that Defendant has implemented and  
20 maintained during the reporting period;  
21  
22 2. Explain how such privacy controls are appropriate to Defendant’s size and  
23 complexity, the nature and scope of Defendant’s activities, and the  
24 sensitivity of the covered information collected from or about consumers;  
25  
26 3. Explain how the privacy controls that have been implemented meet or  
27 exceed the protections required by Paragraph 24 of this Order; and  
28  
4. Certify that Defendant’s privacy program is operating with sufficient

1 effectiveness to provide reasonable assurance to protect the privacy of  
2 covered information and that the program has so operated throughout the  
3 reporting period.  
4

5 B. Each Assessment shall be prepared and completed within sixty (60) days after the  
6 end of the reporting period to which the Assessment applies by a person that has a  
7 minimum of three (3) years of experience in the field of privacy and data  
8 protection. All persons conducting such Assessments and preparing such reports  
9 shall be approved by the Associate Director for Enforcement, Bureau of  
10 Consumer Protection, Federal Trade Commission, 600 Pennsylvania Ave. NW,  
11 Washington, D.C. 20580, in his or her sole discretion.  
12

13 C. Defendant shall provide the initial Assessment by overnight courier (not the U.S.  
14 Postal Service) to the Associate Director for Enforcement, Bureau of Consumer  
15 Protection, Federal Trade Commission, 600 Pennsylvania Ave. NW, Washington,  
16 D.C. 20580, or by email to [Debrief@ftc.gov](mailto:Debrief@ftc.gov), within ten (10) days after the  
17 Assessment has been prepared. All subsequent biennial Assessments shall be  
18 retained by Defendant until the order is terminated and provided to the Associate  
19 Director for Enforcement within ten (10) days of request.  
20  
21

22 **V. ORDER ACKNOWLEDGMENTS**

23 26. **IT IS FURTHER ORDERED** that Defendant obtain acknowledgments of receipt of this

24 Order:

25 A. Defendant, within seven (7) days of entry of this Order, must submit to the  
26 Commission an acknowledgment of receipt of this Order sworn under penalty of  
27 perjury.  
28

1 B. For five (5) years after entry of this Order, Defendant must deliver a copy of this  
2 Order to: (1) all principals, officers, directors, and managers; (2) all employees,  
3 agents, and representatives having supervisory responsibilities relating to the  
4 collection, retention, storage, or security of covered information and all  
5 employees, agents, and representatives having supervisory responsibilities related  
6 to the operation of any website or online service subject to this Order; and (3) any  
7 business entity resulting from any change in structure as set forth in the Section  
8 titled "Compliance Reporting." Delivery must occur within seven (7) days of  
9 entry of this Order for current personnel. To all others, delivery must occur  
10 before they assume their responsibilities.  
11

12 C. From each individual or entity to which a Defendant delivered a copy of this  
13 Order, that Defendant must obtain, within thirty (30) days, a signed and dated  
14 acknowledgment of receipt of this Order.  
15

## 16 VI. COMPLIANCE REPORTING

17  
18 27. **IT IS FURTHER ORDERED** that Defendant make timely submissions to the  
19 Commission:  
20

21 A. One hundred eighty (180) days after the date of entry of this Order, Defendant  
22 must submit a compliance report, sworn under penalty of perjury. This report  
23 must:

24 1. Designate at least one telephone number and an email, physical, and  
25 postal address as points of contact, which representatives of the

26 Commission may use to communicate with Defendant;

27 2. Identify all of Defendant's businesses by all of their names, telephone  
28



1 numbers, and physical, postal, email, and Internet addresses;

2 3. Describe the activities of each business, including the products and  
3 services offered and the means of advertising, marketing, and sales;

4 4. Describe in detail whether and how Defendant is in compliance with each  
5 Section of this Order;

6 5. Provide a statement setting forth in detail the criteria and process through  
7 which Defendant's websites or online services register visitors online for  
8 any activity requiring the submission of covered information, and a copy  
9 of each different version of screen or page providing or collecting  
10 registration information;

11 6. Provide a copy of each different version of any privacy notice posted on  
12 each website or online service operated by Defendant;

13 7. Provide a statement setting forth in detail each place where the privacy  
14 notice on any such website or online service is located and a copy of each  
15 different version of screen or page on which such website or online  
16 service collects covered information;

17 8. Provide a copy of each different version of any privacy notice sent to  
18 parents of children that register on each website or online service;

19 9. Provide a statement setting forth in detail when and how each such notice  
20 to parents is provided;

21 10. Provide a statement setting forth in detail the methods used to obtain  
22 verifiable parental consent prior to any collection, use, and/or disclosure  
23 of personal information from children, as defined by Definition K (Section  
24  
25  
26  
27  
28

1 1302(8) of COPPA, 15 U.S.C. § 6501(8));

2 11. Provide a statement setting forth in detail the means provided for parents  
3 to review the personal information, as defined by Definition K (Section  
4 1302(8) of COPPA, 15 U.S.C. § 6501(8)), collected from their children  
5 and to refuse to permit its further use or maintenance;  
6

7 12. Provide a statement setting forth in detail why each type of information  
8 collected from a child is reasonably necessary for the provision of the  
9 particular related activity;  
10

11 13. Provide a statement setting forth in detail the procedures used to protect  
12 the confidentiality, security, and integrity of personal information, as  
13 defined by Definition K (Section 1302(8) of COPPA, 15 U.S.C. §  
14 6501(8)), collected from children; and  
15

16 14. Provide a copy of each Order Acknowledgement obtained pursuant to this  
17 Order, unless previously submitted to the Commission.

18 B. For twenty (20) years following entry of this Order, Defendant must submit a  
19 compliance notice, sworn under penalty of perjury, within fourteen (14) days of  
20 any change in the following: (1) any designated point of contact; or (2) the  
21 structure of Defendant or any entity that Defendant has any ownership interest in  
22 or directly or indirectly controls that may affect compliance obligations arising  
23 under this Order, including: creation, merger, sale, or dissolution of the entity or  
24 any subsidiary, parent, or affiliate that engages in any acts or practices subject to  
25 this Order.  
26

27 C. Defendant must submit to the Commission notice of the filing of any bankruptcy  
28

1 petition, insolvency proceeding, or any similar proceeding by or against  
2 Defendant within fourteen (14) days of its filing.

3  
4 D. Any submission to the Commission required by this Order to be sworn under  
5 penalty of perjury must be true and accurate and comply with 18 U.S.C. § 1746,  
6 such as by concluding: “I declare under penalty of perjury under the laws of the  
7 United States of America that the foregoing is true and correct. Executed  
8 on:\_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and  
9 signature.  
10

11 E. Unless otherwise directed by a Commission representative in writing, all  
12 submissions to the Commission pursuant to this Order must be emailed to  
13 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
14 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
15 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.  
16  
17 The subject line must begin: FTC v. Path, Inc.

18 **VII. RECORDKEEPING**

19 28. **IT IS FURTHER ORDERED** that Defendant must create certain records for twenty  
20 (20) years after entry of the Order, and retain each such record for five (5) years unless  
21 otherwise specified below. Specifically, Defendant, in connection with covered  
22 information, must maintain the following records:

- 23  
24 A. Accounting records showing the revenues from all goods or services sold, all  
25 costs incurred in generating those revenues, and the resulting net profit or loss;  
26  
27 B. Personnel records showing, for each person providing services, whether as an  
28 employee or otherwise, that person’s: name, addresses, and telephone numbers;

1 job title or position; dates of service; and, if applicable, the reason for  
2 termination;

3  
4 C. All records necessary to demonstrate full compliance with each provision of this  
5 Order, including all submissions to the Commission;

6 D. A copy of all complaints submitted by consumers to Defendant regarding its  
7 information security practices or its practices relating to the collection or retention  
8 of covered information. *Provided, however,* that Defendant shall not be required  
9 to retain any complaint for longer than three (3) years after it was submitted; and  
10

11 E. A sample copy of every materially different form, page, or screen created,  
12 maintained, or otherwise provided by Defendant through which Defendant  
13 collects covered information, and a sample copy of each materially different  
14 document containing any representation regarding Defendant's collection, use,  
15 and disclosure practices pertaining to personal information of a child, as defined  
16 by Definition A (Section 1302(1) of COPPA, 15 U.S.C. § 6501(1)). Each web  
17 page copy shall be accompanied by the URL of the web page where the material  
18 was posted online. Electronic copies shall include all text and graphics files,  
19 audio scripts, and other computer files used in presenting information on the  
20 Internet. *Provided, however,* that Defendant shall not be required to retain any  
21 document for longer than two (2) years after the document was created, or to  
22 retain a print or electronic copy of any amended web page or screen to the extent  
23 that the amendment does not affect Defendant's compliance obligations under  
24 this Order.  
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**VIII. COMPLIANCE MONITORING**

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2 29. **IT IS FURTHER ORDERED** that for the purpose of monitoring compliance with this  
3 Order:

4  
5 A. Within fourteen (14) days of receipt of a written request from a representative of  
6 the Commission, Defendant must: submit additional compliance reports or other  
7 requested information, which must be sworn under penalty of perjury; appear for  
8 depositions; and produce documents, for inspection and copying. The  
9 Commission is also authorized to obtain discovery, without further leave of  
10 Court, using any of the procedures prescribed by Federal Rules of Civil Procedure  
11 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

12  
13 B. For matters concerning this Order, the Commission is authorized to communicate  
14 directly with Defendant. Defendant must permit representatives of the  
15 Commission to interview any employee or other person affiliated with any  
16 Defendant who has agreed to such an interview. The person interviewed may  
17 have counsel present.

18  
19 C. The Commission may use all other lawful means, including posing, through its  
20 representatives, as consumers, suppliers, or other individuals or entities, to  
21 Defendant or any individual or entity affiliated with Defendant, without the  
22 necessity of identification or prior notice. Nothing in this Order limits the  
23 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of  
24 the FTC Act, 15 U.S.C. §§ 49, 57b-1.  
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**IX. RETENTION OF JURISDICTION**

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

**JUDGMENT IS THEREFORE ENTERED** in favor of Plaintiff and against Defendant, pursuant to all the terms and conditions recited above.

Dated this 8th day of February, 2013.



UNITED STATES DISTRICT JUDGE

1 The parties, by their counsel, hereby consent to the terms and conditions of the Order as  
2 set forth above and consent to the entry thereof.

3  
4 FOR THE UNITED STATES OF AMERICA:

5  
6 STUART F. DELERY  
Principal Deputy Assistant Attorney General  
7 Civil Division  
8 U.S. Department of Justice

9 MAAME EWUSI-MENSAH FRIMPONG  
10 Deputy Assistant Attorney General  
11 CSBN 222986  
Civil Division

12 MICHAEL S. BLUME  
13 Director  
Consumer Protection Branch

14 RICHARD GOLDBERG  
15 Assistant Director  
16 Consumer Protection Branch

17 \_\_\_\_\_  
18 /s/ signature on file<sup>1</sup>  
TIMOTHY T. FINLEY  
19 Trial Attorney  
Consumer Protection Branch  
20 U.S. Department of Justice  
P.O. Box 386  
21 Washington, DC 20044  
22 Telephone: 202-307-0050  
Fax: 202-514-8742  
23 Email: [timothy.t.finley@usdoj.gov](mailto:timothy.t.finley@usdoj.gov)

24  
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\_\_\_\_\_   
<sup>1</sup>I hereby attest that all of the actual signatures are on file with the United States.  
Consent Decree Page 23 of 25

FOR THE FEDERAL TRADE COMMISSION:

/s/ signature on file

JAMIE E. HINE  
Attorney  
Division of Privacy and Identity Protection

/s/ signature on file

NITHAN SANNAPPA  
Attorney  
Division of Privacy and Identity Protection

/s/ signature on file

MAMIE KRESSES  
Attorney  
Division of Advertising Practices

/s/ signature on file

CHRISTOPHER OLSEN  
Assistant Director  
Division of Privacy and Identity Protection

/s/ signature on file

MANEESHA MITHAL  
Associate Director  
Division of Privacy and Identity Protection  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Mail Drop NJ-8100  
Washington, D.C. 20580  
202-326-2771 (voice)  
202-326-3768 (fax)



FOR THE DEFENDANT, PATH, INC.:

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/s/ signature on file

DAVID MORIN  
Chief Executive Officer  
Path, Inc.

/s/ signature on file

TYLER NEWBY  
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555 California Street, 12<sup>th</sup> Floor  
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415-875-2495  
Attorney for Defendant Path, Inc.