

In the matter of:
THE WESTERN UNION COMPANY,
a corporation,

Respondent.

RECEIVED
ATTORNEY GENERAL OF OHIO

FEB 01 2017

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

**ASSURANCE OF DISCONTINUANCE/ASSURANCE OF VOLUNTARY
COMPLIANCE**

A. PARTIES

1. The signatory to this Assurance of Discontinuance ("Assurance") is The Western Union Company ("Western Union," the "Company," or "Respondent"), and the States and Commonwealths listed in Exhibit A (hereafter "the Participating States" or "the States," and, collectively with Western Union, may be referred to as "the Parties.").

2. The States are represented by the Consumer Protection Divisions of their respective Attorneys General.¹

3. The Western Union Company is a Delaware corporation with its principal place of business at 12500 East Belford Avenue, Englewood, Colorado 80112.

B. STIPULATIONS

¹ The Utah Division of Consumer Protection is statutorily authorized to enforce all statutes listed in Utah Code 13-2-6, including the Utah Consumer Sales Practices Act, Utah Code 13-11-1, *et seq.* Hawaii is represented by its Office of Consumer Protection, an agency that is not part of the State Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. Massachusetts is represented by the Insurance and Financial Services Division of the State Attorney General's Office which, as part of the State Attorney General's Office, is statutorily authorized to bring consumer protection actions under M.G.L. c. 93A, Section 1 *et seq.*

4. Pursuant to their respective authority under their state consumer protection statutes (“Acts”²), the Participating States conducted an investigation of Western Union’s anti-fraud compliance efforts.

5. Respondent neither admits nor denies any of the allegations in this Assurance and, only for purposes of this action, Respondent admits the facts necessary to establish jurisdiction.

6. Respondent waives all rights to appeal or otherwise challenge or contest the validity of this Assurance.

7. This Assurance does not constitute an approval by the Participating States of Respondent’s business practices, and Respondent shall make no representation or claim to the contrary.

8. This Assurance sets forth the entire agreement between the Parties.

9. This Assurance may be executed in counterparts, each of which shall be deemed to constitute an original counterpart hereof, and all of which shall together constitute one and the same Assurance.

10. Nothing in this Assurance shall require Respondent to take any action inconsistent with, or in addition to other than as expressly set forth herein, the requirements or prohibitions of the Stipulated Order for Permanent Injunction and Final Judgement entered into in *Federal Trade Commission v. The Western Union Company*, Civil Action No. 1:17-cv-00110-CCC, in the United States District Court for the Middle District of Pennsylvania, or any subsequent modifications thereof.

² Exhibit A attached here lists the Participating States and cites the applicable state consumer protection laws of each.

11. The Parties stipulate that the Compliance Provisions of this Assurance are consistent with Western Union's obligations pursuant to the case referenced in the preceding paragraph above.

DEFINITIONS

12. The following definitions shall be used in construing this Assurance:

A. **"Cash-to-cash money transfer"** means the transfer of the value of cash from one person in one location to a recipient (payee) in another location that is received in the form of cash.

B. **"Cash reload money transfer"** means the transfer of the value of cash from one person in one location to a recipient (payee) in another location that is received in a form that makes it possible for a person to convert the cash into an electronic form that can be used to add funds to a general-use prepaid card or an account with a payment intermediary.

C. **"Consumer"** means any person, worldwide, who initiates or sends a money transfer.

D. **"Respondent"** means The Western Union Company.

E. **"Effective Date"** means the date upon which Respondent signs and executes this Assurance.

F. **"Elevated fraud countries"** means any country in which the principal amount of money transfers that are the subject of fraud complaints, received by Respondent from any source, represents one (1) percent or more of the principal amount of fraud complaints worldwide received by Respondent, for either money transfers sent or received in that country, determined on a quarterly basis, *provided that* once a country is determined to be one of the elevated fraud countries, it shall continue to be treated as such for purposes of this Assurance.

G. **“Elevated fraud risk agent location”** means any Western Union agent location that has processed payouts of money transfers associated with:

1. Five (5) or more fraud complaints for such agent location, received by Respondent from any source, during the previous sixty (60) day period, based on a review of complaints on a monthly basis; and fraud complaints, received by Respondent from any source, totaling five (5) percent or more of the total payouts for such agent location in numbers or dollars in a sixty (60) day period, calculated on a monthly basis; or
2. Fifteen (15) or more fraud complaints for such agent location, received by Respondent from any source, during the previous sixty (60) day period, based on a review of complaints on a monthly basis.

H. **“Executive Committee”** refers to the following Attorneys Generals’ offices: Illinois, Kentucky, Louisiana, Massachusetts, New Jersey, North Carolina, Ohio, Texas and Vermont.

I. **“Fraud-induced money transfer”** includes any money transfer that was induced by, initiated, or sent as a result of, unfair or deceptive acts or practices and/or deceptive or abusive telemarketing acts or practices.

J. **“Front line associate”** means the employee of the Western Union agent responsible for handling a transaction at the point of sale for a consumer or a recipient (payee) of a money transfer, including by initiating, sending, or paying out the money transfer.

K. **“FTC Action”** refers to the case styled *Federal Trade Commission v. The Western Union Company*, Civil Action No. 1:17-cv-00110-CCC, in the United States District Court for the Middle District of Pennsylvania.

L. **“Money transfer”** means the sending of money (in cash or any other form, unless otherwise stated) between a consumer in one location to a recipient (payee) in another location using Respondent’s money transfer service, and shall include transfers initiated or sent in person, online, over the telephone, using a mobile app, or through whatever platform or means made available. The term “money transfer” does not include Respondent’s bill or loan payment services, or purchases of foreign currency conversions or options contracts from Respondent.

M. **“Participating States”** or **“States”** refers to the District of Columbia and the states, commonwealths, and territories listed in Exhibit A.³

N. **“Person”** includes a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

O. **“Seller”** means any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services in exchange for consideration.

P. **“Telemarketer”** means any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer.

Q. **“Telemarketing”** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule, 16 CFR Part 310.

R. **“Western Union agent”** means any network agent, master agent, representative, authorized delegate, independent agent, super-agent, national account agent, key account agent,

³ With regard to the Commonwealth of Virginia, this document will be titled as an “Agreement.” With regard solely to Western Union’s agreement with the State of Delaware, the parties agree that this Assurance shall operate as a cease and desist by agreement authorized by 29 Del.C. Section 2525(a).

strategic account agent, sub-representative, subagent, or any location, worldwide, authorized by Respondent to offer or provide any of its money transfer products or services.

COMPLIANCE TERMS

I.

PROHIBITED BUSINESS ACTIVITIES

IT IS AGREED that Respondent, Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, in connection with promoting, offering for sale, or providing money transfer services, are permanently restrained and enjoined from:

A. Transmitting a money transfer that Respondent knows or reasonably should know is a fraud-induced money transfer, or paying out a money transfer to any person that Respondent knows or reasonably should know is using its system to obtain funds from a consumer, directly or indirectly, as a result of fraud;

B. Providing substantial assistance or support to any seller or telemarketer that Respondent knows or reasonably should know is accepting from a U.S. consumer, directly or indirectly, a money transfer as payment for goods or services offered or sold through telemarketing;

C. Failing to do any of the following in connection with money transfers initiated by consumers:

1. Interdict recipients that have been the subject of any complaints about fraud-induced money transfers based on information provided to, or that becomes known by, Respondent;

2. Identify, prevent, and stop cash-to-cash money transfers and cash reload money transfers initiated or received in the U.S. from being used as a form of payment by sellers or telemarketers, including, but not limited to, by:
 - a. Asking all U.S. consumers whether the money transfer is a payment for goods or services offered or sold through telemarketing;
 - b. Declining to process money transfers from U.S. consumers where the money transfer is a payment for goods or services offered or sold through telemarketing; and
 - c. Interdicting known sellers and telemarketers accepting money transfers as payments for goods or services offered through telemarketing;
3. Provide a clear, concise, conspicuous and uncontradicted consumer fraud warning on the front page of all money transfer forms, paper or electronic, utilized by consumers in elevated fraud countries (based on money transfers sent from those countries) to initiate money transfers using Respondent's system that includes, but is not limited to:
 - a. A list of the most common types of scams that utilize Respondent's money transfer system;
 - b. A warning that it is illegal for any seller or telemarketer to accept payments from U.S. consumers through money transfers for goods or services offered or sold through telemarketing;

- c. A notice to consumers that the money transfer can be paid out to the recipient within a short time, and that after the money is paid out, consumers may not be able to obtain a refund from Respondent, even if the transfer was the result of fraud, except under limited circumstances; and
 - d. A toll-free or local number and a website for Respondent, subject to the timing requirements set forth in Subsection C.4, that consumers may call or visit to obtain assistance and file a complaint if their money transfer was procured through fraud;
- 4. Make available in all countries in which Respondent offers money transfer services a website that consumers may visit to obtain assistance and file a complaint if they claim their money transfer was procured through fraud, *provided that* websites that are not yet available shall be made available in accordance with the following schedule: (i) for countries determined to be elevated fraud countries, within six (6) months of entry of the Stipulated Order For Permanent Injunction and Final Judgment in the FTC Action (the “Stipulated Order”); and (ii) for all other countries, within two (2) years of entry of the Stipulated Order;
- 5. Provide consumers who initiate or send money transfers via the Internet, telephone, mobile app, or any other platform that is not in-person, with substantially the same clear, concise, conspicuous and uncontradicted fraud warning required by Subsection C.3, *provided that* the warning may

be abbreviated to accommodate the specific characteristics of the media or platform;

6. Provide the required warning to consumers in the language used on the send form or other media type or platform used for the money transfer, in a form appropriate for the media or platform;
7. Review and update the consumer warning as necessary to ensure its effectiveness in preventing fraud-induced money transfers; and
8. Submit modifications to the warning, if any, to the Executive Committee for review no less than ten (10) business days before any modified warning is disseminated to Western Union agents; *provided that* nothing herein shall prohibit Respondent from changing the nature or form of its service, send forms, or media or platform for offering money transfer services or from seeking to replace its send forms with an electronic form or entry system of some type in the future. In the event such changes are made, Respondent shall provide a consumer fraud warning substantially similar to that outlined in Subsection C.3 in a form appropriate to the media or platform;

D. Failing to reimburse the principal amount of a consumer's money transfer and any associated transfer fees whenever a consumer or his or her authorized representative reasonably claims that the transfer was fraudulently induced and:

1. The consumer or his or her authorized representative asks Respondent, the sending agent, or front line associates to reverse the transfer before the transferred funds have been picked up; or

2. Respondent, after reviewing information and data relating to the money transfer, determines that Respondent, its agents, or the front line associates failed to comply with any of Respondent's policies and procedures relating to detecting and preventing fraud-induced money transfers when sending or paying out the money transfer by failing to: provide the required consumer fraud warnings; comply with Respondent's interdiction or callback programs; verify the recipient's identification; or accurately record the recipient's identification(s) and other required biographical data;

E. Failing to promptly provide information to a consumer, or his or her authorized representative, who reports being a victim of fraud to Respondent, about the name of the recipient of the consumer's money transfer and the location where it was paid out, when such information is reasonably requested; and

F. Failing to establish and implement, and thereafter maintain, a comprehensive anti-fraud program that is reasonably designed to protect consumers by detecting and preventing fraud-induced money transfers worldwide and to avoid installing and doing business with Western Union agents who appear to be involved or complicit in processing fraud-induced money transfers or fail to comply with Respondent's policies and procedures to detect and prevent fraud (hereinafter referred to as "Respondent's Anti-Fraud Program"). As ordered in the FTC Action, Respondent is required to provide the FTC with a written copy of such program, which shall include at least the following requirements:

1. Performance of due diligence on all prospective Western Union agents and existing Western Union agents whose contracts are up for renewal;

2. Designation of an employee or employees to coordinate and be accountable for Respondent's Anti-Fraud Program;
3. Appropriate and adequate education and training on consumer fraud for Western Union agents and front line associates;
4. Appropriate and adequate monitoring of Western Union agent and front line associate activity relevant to the prevention of fraud-induced money transfers;
5. Prompt disciplinary action against Western Union agent locations where reasonably necessary to prevent fraud-induced money transfers;
6. Adequate systematic controls to detect and prevent fraud-induced money transfers, including, but not limited to:
 - a. Imposing more stringent identification requirements for money transfers sent to, or paid out in, elevated fraud countries;
 - b. Holding suspicious money transfers at certain dollar thresholds to elevated fraud countries until Respondent has confirmed with the sender that they are not fraud-induced or has refunded the money to the sender;
 - c. Ensuring that Western Union agent locations are recording all required information about recipients required by Respondent's policies or procedures or by law, including, but not limited to, their names, addresses, telephone numbers, and identifications, before paying out money transfers; and

7. Periodic evaluation and adjustment of Respondent's Anti-Fraud Program in light of:
- a. The results of the monitoring required by Subsection F.4 of this Section and Section III of this Assurance;
 - b. Any material changes to Respondent's operations or business arrangements; or
 - c. Any other circumstances that Respondent knows or reasonably should know may have a material impact on the effectiveness of Respondent's Anti-Fraud Program. As ordered in the FTC Action, Respondent is required to notify the FTC in writing of adjustments to its Anti-Fraud Program. Respondent is also required to notify the Executive Committee that it has sent the FTC such a notice of adjustments.

II.

DUE DILIGENCE ON PROSPECTIVE AND EXISTING WESTERN UNION AGENTS

IT IS FURTHER AGREED that Respondent, Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, in connection with promoting, offering for sale, or providing money transfer services, are hereby restrained and enjoined from:

- A. Failing to conduct thorough due diligence on all persons applying to become, or renewing their contracts as, Western Union agents, including any sub-representative or subagent,

to avoid installing Western Union agents worldwide who may become elevated fraud risk agent locations, including, but not limited to, by:

1. Verifying government-issued identification;
2. Conducting all reasonably necessary background checks (criminal, employment, or otherwise) where permissible under local law;
3. Determining whether information or statements made during the agent application process are false or inconsistent with the results of Respondent's background checks or other due diligence;
4. Taking reasonable steps to ascertain whether the prospective agent formerly owned, operated, had been a front line associate of, or had a familial, beneficial, or straw relationship with any location of any money services business that was suspended or terminated for fraud-related reasons, as permitted by applicable laws and regulations (including foreign laws and regulations) and with the required cooperation from other money transfer companies;
5. Ascertaining whether the prospective agent had previously been interdicted by Respondent for suspicious activities or had been reported to Respondent as a recipient of fraud-induced money transfers;
6. Conducting an individualized assessment of the particular risk factors involved with each Western Union agent application and conducting all reasonably necessary investigative steps consistent with those risks; and
7. Maintaining information about Respondent's due diligence, including, but not limited to, information about the identities of the owners, their

government-issued identifications, and the background check(s) conducted;

B. Failing to reject applications where Respondent becomes aware or reasonably should have become aware based upon its due diligence that the applicant, or any of the applicant's sub-representatives or subagents, presents a material risk of becoming an elevated fraud risk;

C. Failing to ensure that the written agreements entered into with all new Western Union agents require them to comply with Section I.C.2 of this Assurance;

D. Failing to ensure that all new Western Union agents have effective policies and procedures in place at each of the agent's locations to detect and prevent fraud-induced money transfers and other acts or practices that violate Section I of this Assurance;

E. Failing to take reasonable steps to confirm that Western Union agents whose contracts are up for renewal are complying with the terms of their agreements with Respondent, including, but not limited to, by having effective policies and procedures in place to detect and prevent fraud-induced money transfers; and

F. Failing to require all new Western Union agents, and existing Western Union agents, to: (i) disclose and update the identities of any sub-representative or subagent; and (ii) maintain records on the identities of any front line associates at their sub-representatives' or subagents' locations.

III.

MONITORING COMPLIANCE OF WESTERN UNION AGENTS

IT IS FURTHER AGREED that Respondent, Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive

actual notice of this Assurance, whether acting directly or indirectly, in connection with promoting, offering for sale, or providing money transfer services, are hereby restrained and enjoined from:

A. Failing to provide appropriate and adequate ongoing education and training on consumer fraud for all Western Union agents, and other appropriate Western Union personnel, including, but not limited to, education and training on detecting, investigating, preventing, reporting, and otherwise handling suspicious transactions and fraud-induced money transfers, and ensuring that all Western Union agents and front line associates are notified of their obligations to comply with Respondent's policies and procedures and to implement and maintain policies and procedures to detect and prevent fraud-induced money transfers or other acts or practices that violate Section I of this Assurance;

B. Failing to take all reasonable steps necessary to monitor and investigate Western Union agent location activity to detect and prevent fraud-induced money transfers, including, but not limited to:

1. Developing, implementing, adequately staffing, and continuously operating and maintaining a system to receive and retain all complaints and data received from any source, anywhere in the world, involving alleged fraud-induced money transfers, and taking all reasonable steps to obtain, record, retain, and make easily accessible to Respondent and, upon reasonable request and to the extent the information is not accessible via FTC's Consumer Sentinel Network ("Consumer Sentinel"), the Executive Committee, all relevant information regarding all complaints related to alleged fraud-induced money transfers, including, but not limited to:

- a. The consumer's name, address, and telephone number;
- b. The substance of the complaint, including the fraud type and fraud method, and the name of any person referenced;
- c. The reference number, or Money Transfer Control Number, for each money transfer related to the complaint;
- d. The name, agent identification number, telephone number, and address of the sending agent(s);
- e. The date of each money transfer;
- f. The amount of each money transfer;
- g. The money transfer fee for each money transfer;
- h. The date each money transfer is received;
- i. The name, agent identification number, telephone number, and address of the receiving agent(s);
- j. The name, address and telephone number of the recipient, as provided by the recipient, of each money transfer;
- k. The identification, if any, presented by the recipient, and recorded, for each money transfer;
- l. All transactions conducted by the consumer bearing any relationship to the complaint; and
- m. To the extent there is any investigation concerning, and/or resolution of, the complaint:
 - 1. The nature and result of any investigation conducted concerning the complaint;

2. Any response to the complaint and the date of such response to the complaint;
 3. The final resolution of the complaint, the date of such resolution, and an explanation for the resolution; and
 4. If the resolution does not include the issuance of a refund, the reason for the denial of a refund;
2. Taking all reasonable steps to identify Western Union agents or front line associates involved or complicit in fraud;
3. Routinely reviewing and analyzing data regarding the activities of Western Union agent locations in order to identify the following:
 - a. Agent locations that have processed transactions associated with two (2) or more complaints about alleged fraud-induced money transfers, received by Respondent from any source, during a thirty (30) day period;
 - b. Elevated fraud risk agent locations, as defined above; and
4. For agent locations identified pursuant to Subsection B.3 of this Section, fully investigate the agent location by reviewing transaction data and conducting analyses to determine if the agent location displayed any unusual or suspicious money transfer activity that cannot reasonably be explained or justified, including, but not limited to:
 - a. Data integrity issues, including, but not limited to, invalid, illegible, incomplete, missing, or conflicting biographical data for consumers or recipients of money transfers;

- b. Significant changes in the transaction patterns experienced at the agent location;
- c. Significant differences in the transaction patterns experienced at an agent location relative to the patterns experienced at other agent locations in the same country;
- d. Unusual demographic activity;
- e. Irregular concentrations of send and/or pay activity between the agent and one or more other Western Union agent locations;
- f. Irregular concentrations of send and/or pay activity between the agent and one or more geographical areas that have been identified as high risk for fraud;
- g. Unusual transaction patterns by senders or recipients;
- h. Flipping patterns;
- i. Suspicious structuring or splitting of money transfers; or
- j. Suspicious surfing patterns;

C. Failing to take the following actions to prevent further fraud-induced money transfers, including, but not limited to, by:

- 1. Suspending Western Union agent locations, as follows, pending further investigation to determine whether the Western Union agent locations can continue operating consistent with this Assurance's requirements:
 - a. For agent locations identified pursuant to Subsection B.3.a of this Section, if the investigation of the agent location required by Subsection B.4 of this Section is not completed within fourteen

- (14) days after the agent location is identified, suspending the Western Union agent location's ability to conduct further money transfers until the investigation is completed; and
- b. For elevated fraud risk agent locations, immediately suspending the Western Union agent's ability to conduct further money transfers until the review required by Subsection B.4 of this Section is completed, *except that*, for a Western Union agent that is a bank or bank branch and otherwise subject to this immediate suspension requirement by virtue of fraud complaints about money transfers that are transferred directly into its account holders' bank accounts, Western Union shall comply with Subsection III.C.1.a. and also permanently block, or request that the Western Union agent block, all further money transfers to bank accounts for which Western Union has received any fraud complaint;
2. Upon completion of the investigation, terminating, suspending, or restricting Western Union agent locations as follows:
 - a. Terminating or suspending the Western Union agent location, or restricting the agent location's ability to send and/or receive certain money transfers, if the findings indicate that the Western Union agent location is not, or has not been, complying with Respondent's Anti-Fraud Program and other policies and procedures relating to detecting and preventing fraud-induced money transfers, including, but not limited to, by failing to collect

and record required and accurate biographical information about, and government-issued identifications for, the recipients of money transfers; and

- b. Terminating the Western Union agent location if the findings indicate that the Western Union agent location or any of its front line associates is, or may be, complicit in the fraud-induced money transfers, has failed to comply with Section IV of this Assurance, or has repeatedly failed to comply with Respondent's Anti-Fraud and other policies and procedures relating to detecting and preventing fraud-induced money transfers;
- 3. On at least a monthly basis, providing notice to all Western Union agents in elevated fraud countries the substance of any complaints Respondent received involving transactions processed by the agents' locations; and
- 4. Ensuring that all Western Union agents are enforcing effective policies and procedures to detect and prevent fraud-induced money transfers, or other acts or practices that violate Section I of this Assurance; and

D. Failing to establish adequate controls to ensure that, prior to paying out money transfers, Western Union agent locations are recording all required information about the recipients of money transfers, including, but not limited to, the recipients' names, addresses, telephone numbers, and identifications, and are taking reasonable steps to verify the identification presented by the recipients or, for money transfers that are directed to bank accounts, the identities of the account holders.

IV.

REQUIREMENTS FOR ELEVATED FRAUD RISK AGENT LOCATIONS

IT IS FURTHER AGREED that Respondent, Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, in connection with promoting, offering for sale, or providing money transfer services, shall require and ensure that all elevated fraud risk agent locations that are still operating do the following for one (1) year from the date that Respondent identifies the agent as an elevated fraud risk agent location under the terms of this Assurance:

A. For money transfers that are not transferred directly into a recipient's bank account, photocopy or scan the identification documents or biometric information presented by the recipient and retain the photocopies or images, along with the receive forms, for a period of five (5) years; and

B. Demonstrate during compliance reviews or mystery shops, which Respondent shall conduct on at least a quarterly basis, that the agent location is complying with the requirements in this Section.

Provided, however, that if Defendant reasonably believes that complying with Subsection A of this Section for money transfers received by an elevated fraud agent location in a particular foreign jurisdiction would violate that jurisdiction's laws, Defendant may instead, upon notice to FTC staff, block all money transfers from the United States to that elevated fraud risk agent location or, with the agreement of FTC staff, take other appropriate action at that location to protect consumers from fraud.

V.

SHARING COMPLAINT INFORMATION

IT IS FURTHER AGREED that, Respondent, Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, shall, in addition to, or as a modification of, any other policy or practice that the Respondent may have, including Respondent's ongoing submission of information to the FTC for inclusion in Consumer Sentinel:

A. Provide notice to the consumer, or his or her authorized representative, at the time the Respondent is contacted with a complaint about alleged fraudulent activity associated with a money transfer, that (i) Respondent's practice is to share information regarding the consumer's money transfer and complaint with a database used by law enforcement authorities in the United States and other countries; and (ii) if the consumer does not want his or her name, address, and identification shared with law enforcement, Respondent will honor that request unless applicable law permits or requires Respondent to provide that information; and

B. Regularly, but no more than every thirty (30) days, submit electronically to the FTC, or its designated agent, for inclusion in Consumer Sentinel, all relevant information Respondent possesses regarding complaints received from consumers, their authorized representatives, or any other source, anywhere worldwide, about alleged fraud-induced money transfers and regarding the underlying transfer itself, including, but not limited to, the information set forth in Section III.B.1.a through III.B.1.l. *Provided, however*, if Respondent receives a request from a consumer or the consumer's authorized representative, which is documented by Respondent, stating that the consumer does not want the information shared with the database, or if Respondent received the complaint from a source other than the consumer or

the consumer's authorized representative, Respondent shall submit to the FTC an anonymized complaint with the consumer's name, address, and telephone number redacted. *Provided further*, that Respondent shall cooperate with the FTC in order to facilitate compliance with this Section.

VI.

INDEPENDENT COMPLIANCE AUDITOR

As ordered in *Federal Trade Commission v. The Western Union Company*, Civil Action No. 1:17-cv-00110-CCC, in the United States District Court for the Middle District of Pennsylvania (FTC Judgment), an independent compliance auditor shall be appointed to further ensure compliance with Sections I through V.

VII.

MONETARY PAYMENT TO THE STATES

IT IS FURTHER AGREED THAT:

A. Western Union shall pay a total of Five Million Dollars (\$5,000,000.00) to the Participating States, to be distributed among such states as agreed by the Attorneys' General. Each state shall use its portion of funds as compensation for recovery of its costs and attorney's fees in investigating this matter, future monitoring and enforcement of this Assurance, future enforcement of its consumer protection laws or for any lawful purpose including consumer education or redress in the discharge of the Attorney General's duties at the sole discretion of the Attorney General in accordance with applicable state laws and procedures. Western Union's monetary payment to the Participating States shall not be deemed, or deemed in lieu of, a fine, penalty, forfeiture, or punitive assessment and may not be characterized as such.

B. Western Union's payment to the states shall be made no later than fifteen (15) days after Western Union's receipt through its counsel of record in this case of written wire

transfer instructions from Vermont Assistant Attorney General James Layman, who is authorized by the Executive Committee to provide those instructions. The monetary award in this case is accepted by the Participating States which acknowledge that redress for consumers shall be made available through the Stipulated Order for Permanent Injunction and Final Judgment entered in *Federal Trade Commission v. The Western Union Company*, Civil Action No. 1:17-cv-00110-CCC, in the United States District Court for the Middle District of Pennsylvania, which requires that Respondent pay Five Hundred Eighty-Six Million Dollars (\$586,000,000) and that such funds be deposited into a fund to be used to compensate fraud victims as detailed in Section VII of the Stipulated Order.

VIII.

ACKNOWLEDGMENT OF ASSURANCE

IT IS FURTHER AGREED that Respondent will obtain acknowledgments of receipt of this Assurance. Respondent, within seven (7) days of the Effective Date, must submit to the Executive Committee an acknowledgment of receipt of this Assurance sworn under penalty of perjury.

IX.

COMPLIANCE REPORTING

As ordered in the FTC Action, Respondent is required to submit compliance reports to the FTC, as detailed in Section IX of the Stipulated Order.

X.

COMPLIANCE MONITORING

As ordered in the FTC Action, Respondent is required to monitor its compliance with the Stipulated Order and may be required to submit additional compliance reports or requested information to the FTC, as detailed in Section XI of the Stipulated Order.

XI.

RELEASE

By execution of this assurance, the Participating States hereby fully release and discharge Western Union, its parents, affiliates, subsidiaries, employees, officers, and directors (collectively, the “Released Parties”), from the following: any and all civil and administrative actions, claims, and causes of action that were or could have been asserted against the Released Parties by the Participating States’ respective Attorneys General under the States’ consumer protection laws, or any amendments thereto, resulting from the conduct complained of in the complaint filed by the FTC in the FTC Action and/or the matters addressed in this Assurance, up to and including the effective date of this Assurance (collectively, the “Released Claims”).

A. Nothing in this Assurance or in this release shall be construed to alter, waive, or limit any private right of action specifically provided by state law.

B. Notwithstanding any term of this Assurance, any and all of the following forms of liability are specifically reserved and excluded from the Released Claims:

1. Any criminal liability that any person or entity, including Western Union, has or may have in the Participating State;
2. Any civil or administrative liability that any person or entity, including Western Union, has or may have to the Participating State under any

statute, regulation or rule not expressly covered by the release in this Section, including but not limited to, any money laundering claims and any and all of the following claims:

- a. state or federal antitrust violations,
- b. state or federal securities violations, and
- c. state or federal tax claims.

XII.

GENERAL PROVISIONS

IT IS FURTHER AGREED that Respondent shall execute and deliver all authorizations, documents and instruments which are necessary to effectuate the terms and conditions of this Assurance, whether required prior to, contemporaneous with, or subsequent to the Effective Date.

A. The settlement negotiations resulting in this Assurance have been undertaken by Respondent and the Attorneys General in good faith and for settlement purposes only, and no evidence of negotiations or communications underlying this Assurance shall be offered or received in evidence in any action or proceeding for any purpose.

B. To the extent this Assurance is filed in any Court, Respondent waives notice and service of process for the filing, and such Court retains jurisdiction over this Assurance and the parties hereto for the purpose of enforcing and modifying this Assurance and for the purpose of granting such additional relief as may be necessary and appropriate. No modification of the terms of this Assurance shall be valid or binding unless made in writing, signed by the parties, and approved by any Court in which this Assurance is filed, and then only to the extent

specifically set forth in such a Court's Order. The Parties may agree in writing, through counsel, to an extension of any time period in this Assurance without a court order.

C. To the extent this Assurance must be approved by any Court, Respondent does not object to the Attorney General's ex parte submission and presentation of this Assurance to the Court, does not object to the Court's approval of this Assurance, and does not object to the entry of this Assurance by the clerk of the Court if entry is required.

D. Nothing in this Assurance shall be construed as relieving Respondent of its obligation to comply with all state and federal laws, regulations or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

E. This Assurance does not constitute an approval by the Attorneys General of any of Respondent's past, present or future business acts and practices.

F. If any portion of this Assurance is held invalid by operation of law, the remaining terms of this Assurance shall not be affected and shall remain in full force and effect.

G. Nothing in this Assurance shall be construed to waive, limit, or expand any claim of sovereign immunity the Attorneys General may have in any action or proceeding.

H. This Assurance may be enforced only by the Parties hereto. Nothing in this Assurance shall provide any rights or permit any person or entity not a party hereto to enforce any provision of this Assurance.

I. The Parties agree that a Participating State will provide Respondent with written notice if it believes that Respondent is in violation of any of its obligations under this Assurance ("Notice"). Respondent shall have 30 business days after the date of receipt of the Notice to demonstrate to the State's satisfaction that:

1. Respondent is in compliance with the obligations of this Assurance cited by that State as being violated;
2. the violation has been addressed, including, but not limited to, by remedial actions having been taken against an employee for actions inconsistent with this Assurance; or
3. the alleged violation cannot be addressed within the 30 business day period, but that: (a) Respondent has begun to take action to address the violation; (b) Respondent is pursuing such action with due diligence; and (c) Respondent has provided a reasonable timetable for addressing the violation.

J. Nothing shall prevent the State from agreeing in writing to provide Respondent with additional time beyond the 30 business days to respond to the notice.

K. No person, entity or official not a signatory hereto is a third-party beneficiary of this Assurance. Nothing in this Assurance shall be construed to affect, limit, alter or assist any private right of action that a consumer may hold against Respondent, nor shall anything in this Assurance confer upon any consumer standing to pursue any private right of action against Respondent.

In the Matter of:
The Western Union Company

Assurance of Voluntary Compliance

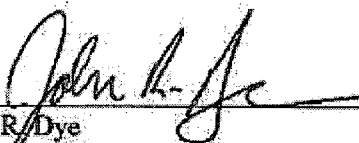
Dated: January 25, 2017

MIKE DeWINE
Attorney General of the State of Ohio

A handwritten signature in black ink, appearing to read "Michael S. Ziegler", written over a horizontal line.

Michael S. Ziegler
Principal Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614.466.3980

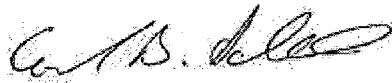
RESPONDENT THE WESTERN UNION COMPANY



John R. Dye
Executive Vice President and General Counsel

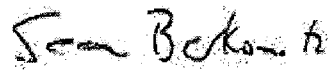
Dated: January 23, 2017

COUNSEL FOR RESPONDENT, THE WESTERN UNION COMPANY



Edward B. Schwartz
Steptoe & Johnson LLP
1330 Connecticut Avenue, NW
Washington, DC 20036

Dated: January 23, 2017



Sean M. Berkowitz
Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611

Dated: January 23, 2017

WESTERN UNION EXHIBIT A - List of State Laws

- 1. Alabama Deceptive Trade Practices Act, Alabama Code Section 8-19-1, et seq.**
- 2. Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 et seq.**
- 3. Arizona Consumer Fraud Act, A.R.S. §§ 44-1521, et seq., except matters related to A.R.S. § 36-798, et seq**
- 4. Arkansas Deceptive Trade Practices Act, Arkansas Code Ann. 4-88-101, et seq.**
- 5. Colorado Consumer Protection Act, Colorado Revised Statutes § 6-1-101, et seq.**
- 6. Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b, et seq.**
- 7. Delaware Code Ann. Tit. 6, §§ 2511 to 2536.**
- 8. District of Columbia D.C. Code § 28-3901 et seq. (2001).**
- 9. Florida Deceptive and Unfair Trade Practices Act, Ch. 501 Part II, Fla Stat. (2016).**
- 10. Georgia Fair Business Practices Act of 1975, O.C.G.A. § 10-1-390 et seq.**
- 11. Hawaii Uniform Deceptive Trade Practices Act, Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. § 480-1 et seq.**
- 12. Idaho Consumer Protection Act, Idaho Code Section 48-601 et seq.**
- 13. Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.**
- 14. Indiana Deceptive Consumer Sales Act, Indiana Code 24-5-0.5-1 et. seq.**
- 15. Iowa Consumer Fraud Act, Iowa Code § 714.16.**
- 16. Kansas Consumer Protection Act, K.S.A. 50-623 et seq.**
- 17. Kentucky Consumer Protection Act, K.R.S. 367.110 et seq.**
- 18. Louisiana Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401, et seq.**
- 19. Maine Unfair Trade Practices Act, 5 M.R.S. §§ 207 and 209.**
- 20. Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13- 501**
- 21. Massachusetts Consumer Protection Act, M.G.L. c. 93A, § 1 et seq.**
- 22. Michigan Consumer Protection Act, MCL 445.901, et seq.**
- 23. Minnesota Consumer Fraud Act, Minn. Stat. §§ 325F.68 and 325F.69, Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.43-.48, and Minnesota False Statement in Advertising Act, Minn. Stat. § 325F.67.**
- 24. Mississippi Consumer Protection Act, § 74-24-1 through § 74-24-357 (1972, as amended).**
- 25. Missouri Merchandising Practices Act, § 407.010, et seq, RSMo.**
- 26. Montana Unfair Trade Practices and Consumer Protection Act (MUTCPA), Mont. Code Ann. § 30-14-101 et seq.**
- 27. Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq., and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 et seq.**
- 28. Nevada Deceptive Trade Practices Act, NRS 598.0903 et seq.**
- 29. New Hampshire Rev. Stat. Ann. 358-A.**
- 30. New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.**
- 31. New Mexico Unfair Practices Act, NMSA § 57-12-1 et seq. (1967), NMSA § 57-15-1, et seq., and N. M. Admin. Code 12.2.11.**
- 32. N.Y. Gen. Bus. Law §§ 349 and 350, N.Y. Executive Law § 63(12).**
- 33. North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. 75-1.1 et seq.**

34. **N.D.C.C. §§ 51-12-08 et seq. and 51-15-01 et seq.**
35. **Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.**
36. **Oklahoma Consumer Protection Act, 15 O.S. §§ 751 et seq.**
37. **Oregon Unlawful Trade Practices Act, ORS §§ 646.605 et seq.**
38. **Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq.**
39. **Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, et seq.**
40. **South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 et seq.**
41. **South Dakota Codified Laws Chapter 37-24**
42. **Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, et seq.**
43. **Texas - Tex. Bus. & Com. Code Ann. § 17.41 et seq.**
44. **Utah Code Ann. § 13-11-1, et seq.**
45. **Vermont Consumer Fraud Act, 9 V.S.A. §§ 2451-2466.**
46. **Virginia Consumer Protection Act, Va. Code §§ 59.1-196 through 59.1-207.**
47. **Washington Revised Code of Washington RCW 19.86.020.**
48. **West Virginia Consumer Credit and Protection Act, W.Va. Code §§ 46A-1-101 et seq.**
49. **Wisconsin Stat. §§ 100.18(1) fraudulent representations**
50. **Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through 114.**