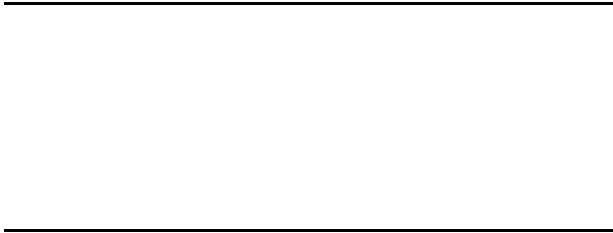


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The Commission, having thereafter considered the matter and having determined that it had reason to believe that Respondent has violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, and having duly considered the comments received from interested persons pursuant to section 2.34 of its Rules, and having modified the Decision and Order in certain respects, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order (“Order”):

1. the following businesses and assets (“Acquired Businesses And Assets”):
 - a. James E. Frick Inc.,
 - b. all businesses and assets acquired, during the calendar year 2002, by TALX Corporation from Gates, McDonald & Company,
 - c. Johnson & Associates, Inc.,
 - d. all businesses and assets acquired, during the calendar year 2004, by TALX Corporation from Sheakley-Uniservice. Inc.,
 - e. all businesses and assets acquired, during the calendar year 2004, by TALX Corporation from UI Advantage,
 - f. all businesses and assets acquired, during the calendar year 2005, by TALX Corporation from Jon-Jay Associates, Inc., and
 - g. all businesses and assets acquired, during the calendar year 2005, by TALX Corporation from Employers Unity, Inc.;
 2. the joint ventures, subsidiaries, divisions, groups and affiliates controlled by the Acquired Businesses And Assets; and
 3. the successors and assigns of the Acquired Businesses And Assets, and the joint ventures, subsidiaries, divisions, groups and affiliates they control.
- D. “ADP” means ADP, Inc., and the joint ventures, subsidiaries, divisions, groups and affiliates controlled by ADP, Inc.
- E. “ADP/TALX Agreement Of June 27, 2001” means the agreement entitled “Services Agreement Between ADP, Inc. and the Frick Company for UCM Services” and dated June 27, 2001, (“Primary Agreement”) as modified by:
1. the addendum entitled “Addendum to Services Agreement Between ADP, Inc. and the Frick Company” and dated February 21, 2003 (“Addendum To The Primary Agreement”),
 2. the amendment entitled “Amendment No. 2 to Services Agreement” and dated January 1, 2006 (“Amendment To The Primary Agreement”), and
 3. the amended agreement entitled “Amended and Restated Service Agreement” and dated September 13, 2007 (“Restated Agreement”)

PROVIDED, HOWEVER,

terminated, then “Annualized Value Of Terminated Long Term Contract” means the amount that has accrued for UCM Services rendered during the effective term of the contract, divided by the number of calendar days, whether full or partial, on which UCM Services were rendered under the contract, and multiplied by three hundred sixty five (365). For example, if the term of a Long Term Contract began at 6:00 p.m. on January 15, 2008, if the contract is terminated at 8:00 a.m. on April 20, 2008, if the term “Billing Quarter” is defined for purpose of this Long Term Contract as Calendar Quarter, and if the total amount accruing under the contract during its effective term is nine thousand seven hundred dollars (\$9,700), then the Annualized Value Of Terminated Long Term Contract is nine thousand seven hundred dollars (\$9,700) divided by ninety seven (97), and multiplied by three hundred sixty five (365), or thirty six thousand five hundred dollars (\$36,500).

- H. “Appendix A Notice To Relevant Person” means the form of notice attached as Appendix A to the Order.
- I. “Appendix B Notice To Long Term Contract Customer” means the form of notice attached as Appendix B to the Order.

4. October 1 through December 31.

P. “Designated UCM Services Provider” means:

1. Barnett Associates; Corporate Cost Control, Inc.; Ernst & Young; Employers Edge LLC; PeopleSystems (a.k.a. National Employers Council, Inc.); Thomas & Thorngren, Inc.; UC Advantage, Inc.; U.C. Consultants; and

2. any Person that:

a. is neither TALX nor ADP,

b. is not a Person that has, at any time since January 1, 2008, directly or indirectly through a subsidiary or joint venture, subcontracted to TALX the responsibility for performing any services listed in Paragraphs I.P.2.c.(1)., I.P.2.c.(2)., I.P.2.c.(3)., I.P.2.c.(4)., or I.P.2.c.(5). of the Order, or any joint venture, subsidiary, division, group, or affiliate controlled by such Person, and

c. provides, within the jurisdiction of more than one State or Territory, the following UCM Services to a Major Multi-State Employer that does not have the same Ultimate Parent Entity as such Person:

(1) holding a power of attorney, or other authorization, sufficient to act as such Major Multi-State Employer’s qualified agent in dealings with States or

2. if such contract does not specify any natural person, or agent for service of process, to be notified, on behalf of such customer, pursuant to any notice provision of such contract, then the chief executive officer of such customer.
- R. “Document” means the complete original, or a true, correct, and complete copy, of any written or graphic matter, no matter how produced, recorded, stored, or reproduced, including, but not limited to, matter that is stored electronically.
- S. “Effective Date” means, with respect to a contract or with respect to the amendment or renewal of a contract, the earliest date on which any term of a contract, or any amended or renewed term of a contract, goes into effect.
- T. “Former UCM Customer” means:
1. any Person to which TALX has ceased to provide any UCM Service after the date this Order becomes final, and
 2. each joint venture, subsidiary, division, group, or affiliate controlled by such Former UCM Customer.
- U. “Hearing And Appeal Files” means all Documents prepared or collected in preparation for a hearing or appeal Relating To an Open UCM Claim, which may include, but are not limited to, any termination forms, witness statements, signed policy statements, signed handbooks,

1. for which an Effective Date of such contract, of any amendment to such contract, or of any renewal of such contract was on or before the date this Order became final, and
2. that had one or more provisions that were in effect on the date this Order became final.

PROVIDED, HOWEVER, that if after the date this Order becomes final, TALX provides UCM Services to any Long Term Contract Customer pursuant to a contract between TALX and an Affiliated Entity of such Long Term Contract Customer, then such Affiliated Entity will also be deemed to be a Long Term Contract Customer.

Y. “Major Multi-State Employer” means any Person that:

1. employs at least three thousand five hundred (3,500) employees, and
2. does business, and has employees based, within the jurisdiction of more than one State or Territory.

Z. “Monitor/Administrator” means:

1. Erwin O. Switzer, or
2. any Person appointed by the Commission pursuant to Paragraph IX.C. of the Order.

PROVIDED, HOWEVER, that “Monitor/Administrator” does not mean any Person who has been replaced pursuant to Paragraph IX.C. or Paragraph IX.F. of the Order.

AA. “Negative Option Contract” means any contract:

1. to which TALX or any Acquired Entity is a party,
2. that provides, in whole or in part, for the sale or provision of UCM Services by TALX or by any Acquired Entity, and
3. that provides that the failure of any party to the contract to exercise a specified right to terminate the contract shall constitute such party’s assent to the automatic renewal of the contract for an additional term.

BB. “Negative Option Contract Customer” means any party to a Negative Option Contract, other than TALX or an Acquired Entity.

CC. “Negative Option Notice Date” means the last date by which a Negative Option Contract Customer must provide notice to TALX in order to avoid automatic renewal of its Negative Option Contract.

- DD. “Noncompetition Restriction” means any contractual provision that restricts the ability of a Person to:
1. accept employment with a UCM Services Provider, or
 2. otherwise participate, directly or indirectly, in selling or providing UCM Services to any Person.
- EE. “Non-In-House UCM Services Provider” means, with respect to the sale of UCM Services from a UCM Services Provider to a Long Term Contract Customer, a UCM Services Provider that has a different Ultimate Parent Entity than such Long Term Contract Customer.
- FF. “Nonsolicitation Restriction” means any contractual provision that restricts the ability of a Person to solicit, or otherwise contact, a potential purchaser or recipient of UCM Services.
- GG. “Open UC Claim” means any UC Claim that is pending with a State or Territory or that is otherwise subject to further action by, or a proceeding with, a State or Territory.
- HH. “Other Relevant Current Person” means any Person that:
1. on February 28, 2008, was employed by TALX Corporation,
 2. on October 1, 2007, or on February 28, 2008, was employed by TALX Corporation as a customer relationship manager, account manager, unemployment insurance consultant, hearing representative, or tax consultant,
 3. is not a Relevant Current Person, and
 4. is not Debra Bretz.
- II. “Person” means any natural person, partnership, corporation, association, trust, joint venture, government, government agency, or other business or legal entity.
- JJ. “Received Delivery” means a delivery in which the sender acquires and retains a delivery receipt signed by the recipient or by an agent of the recipient.
- KK. “Relating To” and “Relate To” mean pertaining in any way to, and is not limited to that which pertains exclusively to or primarily to.
- LL. “Relevant Current Person” means any Person who:
1. is listed in the Appendix F Employee List, and

2. is not a Relevant Past Person.

MM. “Relevant Past Person” means any Person who:

1. on or between February 28, 2005, and the date the Order became final, participated, directly or indirectly, in providing UCM Services while acting in the capacity of a director, officer, or employee of TALX or of an Acquired Entity, and
2. at no time after the date this Order became final, has acted in the capacity of a director, officer, or employee of TALX or of an Acquired Entity.

NN. “Relevant Person” means:

1. Relevant Past Person,
2. Relevant Current Person, and
3. Other Relevant Current Person.

OO. “Relevant Information” means any information Relating To the sale or production of UCM Services.

PROVIDED, HOWEVER, that “Relevant Information” does not mean information about TALX’s projected or expected profit margins, TALX’s projected or expected sales targets for its overall unemployment compensation management business operations, or TALX’s product development activities.

PP. “Relevant Restriction” means:

1. Noncompetition Restriction,
2. Nonsolicitation Restriction, and
3. Restriction On The Use Of Relevant Information In Memory.

QQ. “Remaining Term Of The Contract” means, with respect to a Long Term Contract that has been terminated prior to the end of its full term:

1. the calendar day following the date on which such Long Term Contract was terminated, and
2. each subsequent calendar day until, and including, the last date on which UCM Services were to have been provided pursuant to the terms of such Long Term Contract.

RR. "Relevant Value Of Terminated Long Term Contract" means, with respect to a terminated Long Term Contract:

1. Annualized Value Of Terminated Long Term Contract, if the Remaining Term Of The

XX. “Total Of Relevant Values Of Terminated Long Term Contracts” means the sum total of Relevant Values Of Terminated Long Term Contract for all Long Term Contracts:

1. that have been terminated both:

a. in accordance with Paragraph III. of the Order, and

b. before the end of the full term of the Long Term Contract; and

2. for which, after such termination, the Long Term Contract Customer purchases from a Non-In-House UCM Services Provider the UCM Services previously purchased under the terminated Long Term Contract.

YY. “UC Claim” means any claim for unemployment compensation filed with a State or Territory.

ZZ. “Ultimate Parent Entity” has the same meaning it has under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, and the rules promulgated thereunder, 16 C.F.R. § 801 et seq.

AAA. “UC Tax Rate Notice” means the official notice sent to an employer by a State or Territory informing the employer of its unemployment compensation tax rate.

BBB. “UCM Services” and “Unemployment Compensation Management Services” both mean the management, administration, or processing, on behalf of an employer, of UC Claims, including, but not limited to,

1. receiving and processing UC Claims;

2. acting as an employer’s agent with respect to UC Claims;

3. gathering information and processing UC Claims in accordance with 15 U.S.C. § 1616 and 15 U.S.C. § 1616-1.

8. determining whether an unemployment compensation tax rate is correct and disputing errors in such tax rates;
9. performing audits of unemployment compensation benefit charges, and seeking refunds or credits for overpayments;
10. generating reports with regard to UC Claim activity and trends, with regard to the results of efforts to change such activity and trends; and
11. counseling and training an employer or an employer's personnel with regard to UC Claim matters.

CCC. "UCM Services Provider" means any Person that sells or provides any Unemployment Compensation Management Services.

DDD. "VOIE Services" and "Verification Of Income And Employment Services" both mean the provision of employment and income verifications, including, but not limited to, the collection, maintenance, or dissemination of payroll data and other data relating to employment.

EEE. "VOIE Services Provider" means any Person that sells or provides Verification Of Income And Employment Services.

II.

IT IS FURTHER ORDERED that:

- A. TALX shall not:
 1. enforce any Relevant Restriction against any Relevant Past Person, or against any Other Relevant Current Person, during the time that such Person is employed by a Designated UCM Services Provider, or
 2. seek damages for the violation by any Relevant Past Person, or by any Other Relevant Current Person, of any Relevant Restriction if such violation occurred during the time that such Person was employed by a Designated UCM Services Provider.
- B. TALX shall not enforce any Relevant Restriction against any Relevant Current Person during the time that such Person is employed by any Designated UCM Services Provider, and shall not seek damages for the violation by any Relevant Current Person of any Relevant Restriction if such violation occurred during the time that such Person was employed by any Designated UCM Services Provider:

1. if such Relevant Current Person:

- a. submits to the Monitor/Administrator, after the date this Order becomes final and no more than two (2) years after the date that such Relevant Current Person is given notice in accordance with Paragraph VI.A. of the Order, a notice that he or she is terminating his or her employment with TALX and is accepting employment with a Designated UCM Services Provider (“Notice Of New Employment”), and

- (ii) five (5) business days after TALX deposits the notice to any such Relevant Current Person in the United States mail or with a private courier, shipping, or messenger company.

PROVIDED, FURTHER, HOWEVER, that this Paragraph II.B. shall not apply to such Relevant Current Person if the Monitor/Administrator has not forwarded to TALX the Notice Of New Employment that such Relevant Current Person submitted to the Monitor/Administrator in accordance with Paragraphs II.B.1.a. or II.B.2.b. of the Order, and if:

- (i) such Relevant Current Person is identified in the Appendix F Employee List as a “Client Relationship Manager,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that ten (10) Relevant Current Persons who are each identified as “Client Relationship Managers” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final;
- (ii) such Relevant Current Person is identified in the Appendix F Employee List as an “Account Manager,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final;
- (iii) such Relevant Current Person is identified in the Appendix F Employee List as an “Unemployment Insurance Consultant,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final;
- (iv) such Relevant Current Person is identified in the Appendix F Employee List as a “Hearing Representative,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final; or
- (v) such Relevant Current Person is identified in the Appendix F Employee List as a “Tax Consultant,” and he or she submits his or her Notice Of New Employment after the Monitor/Administrator has certified to the Commission that four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order became final.

- C. The purpose of Paragraphs II., III., IV., V., and VI. of the Order are to facilitate the entry and expansion of firms in competition with TALX in markets for UCM Services and to remedy the lessening of competition in markets for UCM Services alleged in the Commission's Complaint.

III.

IT IS FURTHER ORDERED that, if after the date this Order becomes final and no more than three (3) years after the date that a Long Term Contract Customer receives notice in accordance with Paragraph VI.B. of the Order, such Long Term Contract Customer submits a notice to TALX, via Receipted Delivery to the TALX Address, that such customer is terminating a Long Term Contract and will be purchasing or obtaining the UCM Services previously purchased or obtained under such Long Term Contract from a Non-In-House UCM Services Provider ("N ter) yclc"s

- (ii) five (5) business days after TALX deposits the notice to any such Long Term Contract Customer in the United States mail or with a private courier, shipping, or messenger company.

PROVIDED, FURTHER, HOWEVER, that TALX shall not be required to terminate, pursuant to Paragraph III., the Long Term Contract of a Long Term Contract Customer, if such customer's Notice Of Long Term Contract Termination is received by TALX more than two business days after:

- (i) the calendar day on which Monitor/Administrator certifies to the Commission that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars (\$10,000,000), and
- (ii) the calendar day on which TALX posts notice of such certification on the Appendix E Web Page.

IV.

IT IS FURTHER ORDERED that:

- A. For a period of five (5) years from the date this Order becomes final and at the request of any Former UCM Customer, TALX shall provide to such Former UCM Customer or to the UCM Services Provider that is providing or will provide UCM Services to such Former UCM Customer:
 - 1. for each Open UC Claim that Relates To the termination of employment with such Former UCM Customer, the following information:
 - a. the name of the claimant,
 - b. the claimant's social security number,
 - c. the State or Territory in which the claim is pending,
 - d. the beginning date of the benefit year,
 - e. the type of UC Claim at issue,
 - f. whether the claim is being protested,
 - g. the State (or Territory) identification number for such Former UCM Customer, and

- a. the State or Territory,
 - b. the State (or Territory) identification number for such Former UCM Customer,
 - c. the relevant rate year, and
 - d. all other information contained in each such UC Tax Rate Notice; and
5. with respect to quarterly contribution reports filed with a State or Territory by such Former UCM Customer iEsdmorustow2.36 ha2 -8e re-600ir5c5a

responsibility for an Open UCM Claim, then, at the request of such Former UCM Customer, TALX shall provide to such Former UCM Customer, or to any UCM Services Provider it designates, all Hearing And Appeal Files for such Open UCM Claim.

PROVIDED, HOWEVER, that, with respect to this Paragraph IV.D. of the Order, TALX shall be required only to provide those Hearing And Appeal Files in its possession, and shall not be required to compile or create such Hearing And Appeal Files.

PROVIDED, FURTHER, HOWEVER, that for five (5) years after the date of this Order becomes final, TALX shall not discard any such Hearing And Appeal Files unless and until either:

- (i) the UCM Claim that Relates To such files is no longer an Open UCM Claim, or
- (ii) copies of such files have been provided to such Former UCM Customer.

E. TALX shall forward to each Former UCM Customer any notice, letter, or other Document that:

- 1. TALX receives from a State or Territory, and
- 2. is addressed to such Former UCM Customer, or that otherwise is intended for such Former UCM Customer or for a UCM Services Provider providing UCM Services to such Former UCM Customer.

V.

IT IS FURTHER ORDERED that, for a period of five (5) years from the date this Order becomes final, TALX shall not enter into agreements that would prevent or discourage any Person from selling goods or services to any UCM Services Provider.

PROVIDED, HOWEVER, that this Paragraph V. does not apply to TALX's contracts of employment with its individual employees.

VI.

IT IS FURTHER ORDERED that:

A. Within sixty (60) days of the date this Order becomes final, TALX shall send by Receipted Delivery to each Relevant Past Person and to each Relevant Current Person at his or her current home address or current primary business address:

1. an Appendix A Notice To Relevant Person, and
2. a copy of the Order.

PROVIDED, HOWEVER, that if, at the time this Order becomes final, TALX does not have any record of the current home or primary business address of a Relevant Past Person, then TALX shall send the Appendix A Notice To Relevant Person and a copy of the Order to the last known home or business address of such Relevant Past Person.

PROVIDED, FURTHER, HOWEVER, that if, at the time this Order becomes final, TALX does not have any record of any home or business address, current or past, of a Relevant Past Person, then TALX shall not be required to send an Appendix A Notice To Relevant Person or a copy of the Order to such Relevant Past Person.

B. Within sixty (60) days of the date this Order becomes final, TALX shall send by Receipted Delivery to each Designated Recipient For Notice for each Long Term Contract Customers:

1. an Appendix B Notice To Long Term Contract Customer, and
2. a copy of the Order.

C. Each calendar year, for a period of three (3) years from the date this Order becomes final, TALX shall provide notice to each Long Term Contract Customer by either one of the following two means:

1. On each and every invoice, sent by TALX to such customer with regard to any Long Term Contract:
 - a. include the following three sentences on the first page of the invoice (or, if the invoice is transmitted electronically, within the first two hundred (200) words of the invoice):

“You may have a right to cancel this contract on ninety (90) days notice pursuant to an order of the Federal Trade Commission. If you have questions about whether you have such right to cancel, please call [*telephone number of*

the Monitor/Administrator] for a confidential consultation. Additional information concerning this right to cancel can be found at <http://www.talx.com/contracts>.”

- b. begin the first word of the first sentence at the left hand margin of the invoice, and
 - c. print the sentences in type that is at least as large as the largest type, and at least as bold as the boldest type (excepting the TALX trademark or logo), appearing on the first page of the invoice (or, if the invoice is transmitted electronically, within the first two hundred (200) words of the invoice), but that, in no event, is smaller or less bold than Times New Roman Bold 12-Point type; or
2. By Receipted Delivery, send an Appendix B Notice To Long Term Contract Customer to each Designated Recipient For Notice for each such customer.
- D. Beginning sixty (60) days after the Order becomes final, and continuing until five (5) years

Option Contract, TALX may elect to send the notice specified in this Paragraph VI.D.2. of the Order to such customer less than thirty (30) days before the Negative Option Notice Date, but only if (i) TALX sends such notice to such customer at least sixty (60) days before the end of the term of such Negative Option Contract, (ii) TALX permits such customer to give, on any date up to thirty (30) days prior the end of such contract term, the notice such customer is required to give in order to avoid automatic renewal of such Negative Option Contract, and (iii) the Appendix C Notice To Negative Option Contract Customer sent to such customer specifies a Negative Option Notice Date no earlier than thirty (30) days notice prior to the end of such contract term.

PROVIDED, HOWEVER, that if TALX fails to give the notice required by this Paragraph VI.D. of the Order with respect to a Negative Option Contract, and if such Negative Option Contract is then renewed automatically for a subsequent term, then, during such subsequent term of the contract, TALX shall, at the request of such customer, terminate such contract on a pro rata basis within thirty (30) days of receiving such request:

- (i) without the payment by such Negative Option Customer to TALX of any liquidated damages or other financial penalty for such termination, and
- (ii) without any requirement that such Negative Option Customer give TALX notice of competing offers or give TALX the opportunity to meet or surpass competing offers; *PROVIDED, HOWEVER,* that nothing in this paragraph shall prevent TALX from offering to meet or surpass competing offers.

PROVIDED, FURTHER, HOWEVER, that if, within a calendar year, TALX has provided a Negative Option Contract Customer with the notice required by Paragraph VI.C. of the Order, then TALX need not also provide such customer with any notice required by Paragraph VI.D. of the Order.

- E. Beginning ten (10) days after the date the Order becomes final, and until five (5) years after the date the Order becomes final:
 - 1. post and maintain an Appendix D Web Page at <http://www.talx.com/noncompetes>,
 - 2. post and maintain an Appendix E Web Page at <http://www.talx.com/contracts>.

of the Commission, confers on the Monitor/Administrator all the rights and powers necessary to permit the Monitor/Administrator to carry out the duties and responsibilities of

- b. expeditiously respond to requests for such information from Relevant Persons and Long Term Contract Customers; and
- c. treat as confidential any such communication between the Monitor/Administrator and a Relevant Person or Long Term Contract Customer, and not reveal to TALX, or to any Person other than the Commission or its staff, the fact or content of such communication without the permission of the Relevant Person or Long Term Contract Customer that is a party to such communication

PROVIDED, HOWEVER, that, in the event that the Monitor/Administrator is an attorney, he or she shall not have the authority to enter into an attorney-client relationship with any Relevant Person or Long Term Contract Customer.

6. The Monitor/Administrator shall have the authority and responsibility to:

- a. collect and process data, from TALX and other sources, Relating To the eligibility of:
 - (1) Relevant Persons to be free of Relevant Restrictions pursuant to Paragraphs II.A. and II.B. of the Order, and
 - (2) Long Term Contract Customers to terminate their Long Terms Contracts pursuant to Paragraph III. of the Order;
- b. certify to the Commission that:
 - (1) ten (10) Relevant Current Persons who are each identified as “Client Relationship Manager” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,
 - (2) four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,
 - (3) twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,
 - (4) five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F Employee List have accepted employment

with a Designated UCM Services Provider after the date this Order becomes final,

(5) four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F Employee List have accepted employment with a Designated UCM Services Provider after the date this Order becomes final,

(6) the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars (\$10,000,000);

c. endeavor to make any certification to the Commission pursuant to Paragraph IX.D.6.b of the Order within five (5) business days of receiving sufficient information from Respondent to make such certification, and

d. receive notices of contract termination from Relevant Current Persons and Other Relevant Current Persons, and forward such notices to TALX with the permission of such Relevant Persons.

7. The Monitor/Administrator shall:

a. have the authority and responsibility to:

(1) expeditiously determine whether Relevant Persons are eligible to be free of Relevant Restrictions pursuant to Paragraph II.B. of the Order, and

(2) notify such Relevant Persons of such determinations;

b. be given by TALX the discretionary authority to make such determinations even if the Monitor/Administrator is unable to obtain information Relating To such determinations from TALX or other sources; and

responsibilities. The Monitor/Administrator shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.

9. TALX shall indemnify the Monitor/Administrator and hold the Monitor/Administrator harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor/Administrator's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Monitor/Administrator.
 10. TALX shall report to the Monitor/Administrator in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission.
 11. Within one (1) month from the date the Monitor/Administrator is appointed pursuant to this paragraph, every ninety (90) days thereafter, and otherwise as requested by the Commission, the Monitor/Administrator shall report in writing to the Commission concerning performance by TALX of its obligations under this Order.
 12. TALX may require the Monitor/Administrator and each of the Monitor/Administrator's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER*, such agreement shall not restrict the ability of the Monitor/Administrator to provide any information to the Commission.
- E. The Commission may, among other things, require the Monitor/Administrator and each of the Monitor/Administrator's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement Relating To Commission materials and information received in connection with the performance of the Monitor/Administrator's duties.
 - F. If the Commission determines that the Monitor/Administrator has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor/Administrator in the same manner as provided in this Paragraph IX. of the Order.
 - G. The Commission may on its own initiative, or at the request of the Monitor/Administrator, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

- B. Upon five (5) days' notice to TALX and without restraint or interference from TALX, to interview officers, directors, or employees of TALX, who may have counsel present, regarding such matters.

XIII.

IT IS FURTHER ORDERED that this Order shall terminate on August 6, 2018.

By the Commission.

Donald S. Clark
Secretary

SEAL

ISSUED: August 6, 2008

Appendix A

(Appendix A Notice To Relevant Person)

[*Letterhead of TALX Corporation*]

[*date*]

[*address*]

Re: Your Contract of Employment

Dear [*name*]:

This is to inform you that, pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, not to enforce certain provisions of your contract of employment in the event you elect to terminate your contract. Specifically, pursuant to either Paragraph II.A. or Paragraph II.B. of the enclosed Decision and Order issued by the Federal Trade Commission (“Decision and Order”), TALX may not enforce against you certain covenants not to compete, certain covenants not to solicit, and certain restrictions on your use of trade secrets.

If you have questions about whether, and to what extent, you are eligible to be released from such covenants and restrictions, you may call [*telephone number of the Monitor/Administrator*] for a consultation with the independent Monitor/Administrator appointed by the Federal Trade Commission in this matter. Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Additional information concerning this matter can be found at the following Web address: <http://www.talx.com/noncompetes>.

Sincerely,

[*CEO of TALX Corporation*]

Enclosure

[*Letterhead of a TALX Corporation*]

[*date*]

[*address*]

Re: Termination of Contract

Dear [*name*]:

This is to inform you that, pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, to allow many of its customers to terminate, on ninety (90) days notice, the customers’ long term contracts for unemployment compensation management services. I direct your attention to Paragraph III. of the enclosed Decision and Order issued by the Federal Trade Commission (“Decision and Order”).

If you have questions about whether, and to what extent, you are eligible to terminate your long term contract(s) with TALX, you may call [*telephone number of the Monitor/Administrator*] for a consultation with the independent Monitor/Administrator appointed by the Federal Trade Commission in this matter. Neither the fact that you have consulted with the Monitor/Administrator nor the content of those consultations will be disclosed to TALX without your permission.

Additional information concerning this matter can be found at the following Web address: <http://www.talx.com/contracts>.

Sincerely,

[*CEO of TALX Corporation*]

Enclosure

Appendix C

**(Appendix C Notice To Negative
Option Contract Customer)**

[Letterhead of a TALX Corporation]

[date]

[address]

Appendix D

(Appendix D Web Page)

Version 1 of Appendix D

[TALX may update individually the certifications below by inserting or deleting the word “not” where indicated and when appropriate.]

Certification Regarding Client Relationship Managers

The Monitor/Administrator has [___] certified to the Commission that ten (10)

Version 2 of Appendix D

After (a) the date on which the Monitor/Administrator has certified that ten Client Relationship Managers, four Account Managers, twenty three Unemployment Insurance Consultants, five Hearing Representatives, and four Tax Consultants listed on the Appendix F Employee List have accepted employment with a Designated UCM Services Provider or (b) two years after the date that all Relevant Current Persons have been given notice in accordance with Paragraph VI.A. of the Order, whichever is earlier, and until (i) the Commission ends the term of the Monitor/Administrator and (ii) TALX no longer is required to maintain the Appendix D Web Page pursuant to Paragraph VI.E.1. of the Order, the Appendix D Web Page shall appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, not to enforce certain provisions of certain contracts with certain former directors, officers, and employees of TALX and of certain firms acquired by TALX. Specifically, pursuant to Paragraphs II.A and II.B. of the Decision and Order issued by the Federal Trade Commission [*hypertext “Decision and Order issued by the Federal Trade Commission” to copy of Decision and Order on Commission’s Web site*] (“Decision and Order”), TALX may not, under certain circumstances, enforce (a) certain covered

413546(D)8.3(c)Dw(e)E/6((u)25(0)s0.5(11)sM(der)-F0d00)98T-w452-(4)01)5(14)8.6(in)]TJT*0 Tc0)9.6

Pursuant to the proviso to Paragraph II.B. of the Decision and Order, the Monitor/Administrator has[, or has not,] made the following certifications:

[TALX may update individually the certifications below by inserting or deleting the word “not” where indicated and when appropriate.]

Certification Regarding Client Relationship Managers

The Monitor/Administrator has [___] certified to the Commission that ten (10) Relevant Current Persons who are each identified as “Client Relationship

Version 3 of Appendix D

After the Commission has ended the term of the Monitor/Administrator and until TALX no longer

Certification Regarding Account Managers

The Monitor/Administrator has [___] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Account Managers” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Unemployment Insurance Consultants

The Monitor/Administrator has [___] certified to the Commission that twenty three (23) Relevant Current Persons who are each identified as “Unemployment Insurance Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Hearing Representatives

The Monitor/Administrator has [___] certified to the Commission that five (5) Relevant Current Persons who are each identified as “Hearing Representatives” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Certification Regarding Tax Consultants

The Monitor/Administrator has [___] certified to the Commission that four (4) Relevant Current Persons who are each identified as “Tax Consultants” in the Appendix F to the Decision and Order have accepted employment with a Designated UCM Services Provider after the date the Decision and Order became final.

Appendix E

(Appendix E Web Page)

Version 1 of Appendix E

Until (a) three years after the date that all Long Term Contract Customers have been given notice in accordance with Paragraph VI.B. of the Order, or (b) the date on which the Monitor/Administrator has certified that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars, whichever is earlier, the Appendix E Web Page shall appear as follows:

[“TALX” trademark]

Pursuant to a consent agreement between TALX Corporation (“TALX”) and the Federal Trade Commission, TALX has agreed, under certain conditions, to allow many of its customers to terminate certain long term contracts for unemployment compensation management services. Specifically, pursuant to Paragraph III. of the Decision and Order issued by the Federal Trade Commission [*hypertext “Decision and Order issued by the Federal Trade Commission” to copy of Decision and Order on Commission’s Web site*] (“Decision and Order”), customers will be permitted, on ninety (90) days notice, to terminate certain long term contracts on a pro rata basis without the payment of any penalty for termination

Links to the Decision and Order [*hypertext “Decision and Order” to copy of Decision and Order on Commission’s Web site*], to the Complaint issued by the Federal Trade Commission in this matter [*hypertext “Complaint” to copy of Complaint on Commission’s Web site*], and to related documents can be found at [*hypertexted Web address of docket in this matter on Commission’s Web site*].

Version 2 of Appendix E

Three years after the date that all Long Term Contract Customers have been given notice in accordance with Paragraph VI.B. of the Order, or after the date on which the Monitor/Administrator has certified that the Total Of Relevant Values Of Terminated Long Term Contracts exceeds ten million dollars, whichever is earlier, the Appendix E Web Page shall appear as follows:

[“TALX” trademark]

Appendix F

(Appendix F Employee List)

Account Managers

Corbin Bergmann
Jeanne Brawn
Mark Broeker
Thomas Butera
Benjamin Carlson
Julie Conrad
Melissa Cook
Matthew Falk
Anna Gonzalez
Carey Griffin
Catherine Harvey
Connie Hatfield
James Jablonski
Kathleen James
Esther Kritz
Chung Lee
Polly Manus
Peter Moore
Penny O'Fallon
Amy Pasqualetto
Anna Patron
David Peterson
David Phillips
Edna Pita
Julie Rezes
Meghan Ryder
Meghan Schrumpf
Sheila Taylor
Cynthia Witt

Client Relationship Managers

Landon Armbruster
Jessica Avila
Michael Baer
Marci Beatty
Robert Beck
L. Mark Bickers
Michael Bradley
Russell Braverman
Kelly Brechman
Bruce Burgess
Ashly Caserotti
Jerome Christiani
Carol Cook
Rebecca Copley
Steven Dainard
Denise Doney
Ronna Dubro
John Fiorelli
William Florence
Paul Fountain
Beth Frauhiger
Melanie Frazier
Jennifer Gerhardt
Judith Glazer
Jane Grubnich
Angela Hansen
Berenice Hardin
Scott Hert
Woodrow Hilliard
Jonathan Hilton
John Holihan
Jeffrey Houser
Barbara Hoyos
Charleen Jackson
Bonnie Keady
Mark Koley
Leigh Krohe
Ami LaBarbera
Joshua Landman
Angela Lojacono
Alison Marks

Cynthia McReynolds
Karen Miller
Kim Miller
Rose Mizak
Lisa Moenigmann
Stephanie Morello
Christa Mosser
David O'Connell
Eric Oscarson
Linda Paez
Brandon Palmer
Michael Pennanen
Donald Phillips
Daniel Pongonis
John Ras
Thomas Ribich
Julia Rice
Amanda Romanelli
Jeffrey Royer
Cynthia Schroeder
Susan Sheehan
Carol Shular
Kristin Shuler
John Sullivan
Emily Svoboda
Kristin Torrillo
James Tripodi
Aaron Unell
John Valenti
Susan Vaters
Cassandra Vauls
Scott Verhey
Tiffany Wood
Darrell Woodward
Sandra Wynne

Hearing Representatives

Pixie-Ann Allan
Gloria Ambler

Hearing Representatives (continued)

Gavin Walker
Carol Weidinger
Jacqueline Wiegand
Teresa Wiley
Henry Williams
Robert Winn
Raul Ybanez
Martha Young
Susen Zevin

Tax Consultants

Gauri Anand
Jennifer Arteaga
Sharon Ashcraft
Marcie Barber
Kimberly Barnhill
Ryan Bartley
Deborah Bell
Steven Blair
Nancy Boggs
Carleen Boggs
Joanne Bolderson
Starline Buchanan-Bowman
Nicholas Buehler
Stacey Bunch
Carol Burrer
James Cannady
Patricia Carpenter
Cynthia Carr
Karen Colman
Nicholas Cowan
Marcia Daniels
A David
Stephen Eckhard
Robert Eickmeyer
Mary Elbert
Fern Flacke
Abathia Franklin
Bonnie Freck
Patrick Ganey
Lori Gaskell
Cheryl Guice
Gloria Hadley
Cameron-David Hartman
Vivian Helman
Crystal Hemmer
David Hernandez
Natalie Hickman
Lindy Hogan
Joann Hughes
Richard Johnson
Rosa Jones

Kathy Jones
Sheryl Kingrea
Kelley Knickmeyer
Katherine Koehler
Paul Lappert
Laura Lewis
Danielle Looker
Martha Ludwig
James Mantoan
Caroline Martin
Bonnie Moncelli

Unemployment Insurance Consultants

Rebecca Abbott
Brenda Adams
April Allen
Jaclyn Allison
Justin Alpert
Jennifer Amnott
Michelle Andrew
Jennifer Andrews
Janet Asay
Monica Asher
Hope Aubrey
Marian Avery

Unemployment Insurance Consultants (continued)

Kristina David	Corinne Flusche
Constance Davis	Felicia Forbes
Terri Davis	Lisa Fouras
Trina Davis-Petty	Lars Fox
Jeff Delorenzo	Julie Fox
Demeria Dent	Sandra Francois
Laurie Dent	Kristen Frazier
Stephanie Deyampert	Deborah Fulte
Kari Diaz	Nancy Gahagen
Trish Diehl	Rochelle Garcia
Yalonda Dillon	Greggory Garman
Patrick Dotson	Cheryl Garrett
Terry Dotson	Frances Geddis
Brandon Drake	Elizabeth Givens
Christine Draper	Cynthia Grant
Jennifer Driskell	Darlene Gray
Kelly Drumheller	Jan Green
April Dawn Duerbusch-Dorsett	Yo12.rJT*ia F(abeth Give)1eiApriLd
Debra Duffin	
Alison Duncan	
Lisa Dunn	
Lisa Durnell	
Christine Durrant	
Tamara Dyer	
Kevin Dyer	
Kristiene Dyer	
Debbera Eggers	
Deborah Eggleton	
Regina Eldridge	
Annie Erb	
Jodi Estep	
April Ethridge	
Christina Fankhauser	
Phyllis Farrell	
Christine Fastnaught	
Tamera Febes	
Lois Ferguson	
Stephanie Festog	
Melissa Fetherolf	
Debra Fischer	
Nancy Flaiz	
Ryan Flanery	

Unemployment Insurance Consultants (continued)

Ellen Henderson	Tracy Jones
Lawanda Henderson	Mary Jones
Laura Hendry	Bernice Jones
Brandi Henry	Annitra Jones
Jennifer Henry	Mark Jones
Gloria Herman	Andrea Junk
Aaron Heyer	Claire Karalekas
Elizabeth Heywood	Samantha Karnes
Karon Hibbler	Lois Kary
Tamara Hibbler	Benjamin Kehoe
Terry Hicks	Lee Kehoe
Carolyn Higgins	Ryan Kehoe
Patricia Hight	Kimberly Keifer
Tracy Hoffman	Betty Keller
Darlene Hogan	Brian Kennedy
Rebecca Hollen	Christopher Kennedy
Sharon Holly	Jessica Kenney
Amy Horn	Bradly Kerr
Kendra Horn	Megan Keys
Lori Horne	Robert Kincaid
Maiesha Houser	Sarah King
Kristin Huff	Amber Kniep
Samantha Hughes	Michele Knoten
Margery Humphrey	Ruth Koch
Rosalind Hurst-McCain	Rachelle Konst
Cynthea Hussmann	Jane Konst
Danielle Irving	Barbara Kumm
Latoya Jackson	Jonathan Lacy
Natalie Jackson	Debra Laplante
Stephanie Jackson	Kathleen Lawler
Kandance James	Shonda Lawton
Katherine Janzen	Kelly Lay
Rochelle Jenkins	Catherine Lee
Amy Jester	Brandy Lee
Jennifer Johansen-Pettit	Allyson Leitner
Gregory Johner	Douglas Lentes
Lindsey Johnson	Jolai Leonti
Samantha Johnson	Charity Lewis
Wanda Johnson	Janice Linzie
Deborah Johnson	Lena Little
Jenavieve Jones	Anna Lively
Kathleen Jones	Andrea Loggins

Unemployment Insurance Consultants (continued)

Carolyn Loomis
Danila Loquiao
Emily Lorton
Litisha Loveless
Natalie Mantilla
Maya Marsek
Sabrina Marshall
Christine Martin
Krista Martin

Unemployment Insurance Consultants (continued)

Terra Rainey	Dawn Spencer
Jose Ramos	Scott Spriggs
Tequila Rausch	Mom Srey
Abigail Reedstrom	Leslee Staton
Yolanda Reeves	Elizabeth Stonebarger
Laura Reiss	Karen Stonebraker
Ruth Renner	Cynthia Stout
Melissa Repici	Angela Stubbs-Woods
Ebony Richardson	Rachel Stuber
Amanda Rivera	Jennifer Stump
Kimberly Roberson	Anna Sullivan
Mara Robertson	Laura Suter
Marvin Robinson	Joyce Suttles
Tara Robles	Peter Svendsen
Amber Rodebaugh	Cynthia Syme
Glenneice Rodgers	Yvonne Tabb
Nancy Rollison	Alisha Talley
Martha Rosenberger	Michelle Taylor
Jacqueline Roulette	Angela Thomas
Josie Ryan	David Thompson
Patricia Sager	Richard Thompson
Melissa Sahrhage	Megan Thomsen
Cynthia Salas	Tina Thomure
Maile Salas	Jamey Tobin
Julie Satory	Donna Toliver
Cynthia Schaaf	Tamala Tramble
David Schaye	Stephanie Trice
Jennifer Schlaffman	Danielle Troiano
Karen Schmitt	Bochen Uang
Ann Schrodt	Ronald Underwood
Janie Sedlacek	Ashley Vaden
Theresa Sherman	Jennifer Venable
Jenifer Shultz	Judi Vilaylak
Ramzie Siebuhr	Jeaneth Villasenor
Jerri Simmons	Michele Violet
Louisa Sitala	Steven Vogel
Ryan Smith	Charon Wade
Patrice Snider	David Wade
Berry Snyder	Nicole Wallace
Sheri Sonko	Heather Walter
Ginger Sowle	Irene Wang
Janet Spence	Andrew Warren

Unemployment Insurance Consultants (continued)

Julie Warwick
Letisha Washington
Suzanne Weatherby
Tricia Webb
Holly Webb

Other

Jay Rooney