

THE COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985. c. C-34, as amended;

AND IN THE MATTER of an inquiry commenced pursuant to subparagraph 10(1)(b)(ii) of the *Competition Act* with respect to certain marketing practices of Rogers Communications Inc. under paragraph 74.01(1)(a) of the *Competition Act*;

AND IN THE MATTER of a Consent Agreement pursuant to section 74.12 of the *Competition Act*.

B E T W E E N :

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE REGISTERED / ENREGISTRÉ FILED / PRODUIT CT-2015-002 March 16, 2015 Jos LaRose for / pour REGISTRAR / REGISTRAIRE	
OTTAWA, ONT	# 2

COMMISSIONER OF COMPETITION

Applicant

- and -

ROGERS COMMUNICATIONS INC.

Respondent

CONSENT AGREEMENT

WHEREAS the Commissioner of Competition ("Commissioner") is responsible for the administration and enforcement of the *Competition Act* ("Act");

AND WHEREAS Rogers Communications Inc. is incorporated under the laws of the Province of British Columbia, providing, among other things, wireless telecommunications services throughout Canada, including through its wholly-owned subsidiary Rogers Communications Partnership;

AND WHEREAS on April 24, 2012, the Commissioner commenced an inquiry pursuant to subparagraph 10(1)(b)(ii) of the Act into certain marketing practices regarding Premium Text Messaging and Rich Content Services;

AND WHEREAS certain third party businesses, referred to as content providers or aggregators, offer Premium Text Messaging and Rich Content Services to consumers, such as texts providing news, horoscopes, advice, alerts, ringtones and trivia, and charge consumers at rates in addition to standard text messaging rates for these services;

AND WHEREAS the Commissioner has concluded that the Respondent permits certain third parties, including Jesta Digital, LLC ("Jesta"), a content provider of Premium Text Messaging and Rich Content Services, as well as Mobile Messenger North America Inc. ("MMS"), an aggregator of Premium Text Messaging and Rich Content Services, to bill consumers for Premium Text Message and Rich Content Services directly on the wireless account of the Respondent's Customers;

AND WHEREAS on September 14, 2012, the Commissioner commenced an action in the Ontario Superior Court of Justice by Statement of Claim against the Respondent and other parties, which claim was amended on January 17, 2014 (the "Action");

AND WHEREAS the Commissioner has concluded that certain third party charges appearing on the wireless accounts of the Respondent's Customers were in fact unauthorized charges, such that the Respondent has been charging its Customers for third-party services they did not intend to purchase or for which they did not agree to pay;

AND WHEREAS the Commissioner has concluded that during the Relevant Period (as defined below), the Respondent has engaged in conduct contrary to paragraph 74.01(1)(a) of the Act, by promoting its business interest in Premium Text Messaging and Rich Content Services by making, or permitting to be made, materially false or misleading representations to the public, online and through wireless communications devices;

AND WHEREAS IT IS AGREED AND UNDERSTOOD that for the purposes of this Agreement only, including execution, registration, enforcement, registration, variation or rescission of this Consent Agreement ("Agreement"), the Respondent does not contest the Commissioner's conclusions, but nothing in this Agreement shall be taken as an admission or acceptance by the Respondent of any facts, wrongdoing, submissions, legal argument or conclusions for any other purpose nor shall it derogate from any rights or defences of the Respondent against third parties including any defences available under the Act;

AND WHEREAS the Commissioner and the Respondent are satisfied that this matter can be resolved with the registration of this Agreement;

AND WHEREAS the Respondent has informed the Commissioner that since September 2011, the Respondent has offered a free opt-out mechanism that allows Customers to block third party Premium Text Messaging and Rich Content Services and other "billing on behalf" of charges;

AND WHEREAS the Respondent has informed the Commissioner that since October 2010, the Respondent has disclosed third-party charges for Premium Text Messaging and Rich Content Services and the details of such charges to consumers on its invoices;

AND WHEREAS the Respondent has informed the Commissioner that since approximately April 2012, the Respondent has had an internal policy in place that provides that any of the Respondent's Customers who complain about allegedly unauthorized third party Premium Text Messaging and Rich Content Services charges on their wireless account will receive a full credit;

AND WHEREAS the Respondent has informed the Commissioner that the Respondent voluntarily terminated its contract with MMS on October 5, 2012, and with Jesta on March 25, 2014;

AND WHEREAS the Respondent has informed the Commissioner that the Respondent voluntarily ceased all involvement in Premium Text Messaging and Rich Content Services except those relating to charitable donations as of August 31, 2014;

AND WHEREAS the Respondent will proactively provide Refunds to Affected Customers in respect of certain MMS and Jesta Premium Text Programs under the Common Short Codes identified in Appendix "Y" to this Agreement;

AND WHEREAS the Respondent uses Feature Codes to group Common Short Codes together for the purposes of administering its Customer billing, and will use the Feature Codes listed in Appendix "X" (which contain the Common Short Codes listed in Appendix "Z") to administer the refunds provided for in this Agreement;

AND WHEREAS the Respondent estimates that the Refunds to Affected Customers to be made available under this Agreement total up to approximately \$5.42 million, with approximately \$2.6 million in Refunds paid to current Affected Customers and approximately \$2.82 million in Refunds available to former Affected Customers;

AND WHEREAS the Commissioner has agreed to more favourable terms in this Agreement than would otherwise be the case because of the Respondent's cooperation with the Commissioner's inquiry;

AND WHEREAS the Commissioner has agreed to apply to the Ontario Superior Court of Justice to dismiss the Action as against the Respondent after the registration of this Consent Agreement, which, upon registration, shall have the same force and effect as if it was an order of the Competition Tribunal;

NOW THEREFORE, in order to resolve the Commissioner's concerns, the Parties hereby agree as follows:

I. INTERPRETATION

1. For the purpose of the Agreement, the following definitions shall apply:
 - (a) "**Act**" means the *Competition Act*, R.S.C. 1985, c. C-34, as amended;
 - (b) "**Affiliate**" means an affiliated corporation, partnership or sole proprietorship within the meaning of subsection 2(2) of the Act;
 - (c) "**Affected Customer**" means a Customer who incurred charges during the Relevant Periods for the Product under any of the Feature Codes set out in Appendix "X" of this Agreement;
 - (d) "**Agreement**" means this Consent Agreement, including the appendices hereto, and references to an "Article", "Section", "Part", "Paragraph" or "Appendix" are, unless otherwise indicated, references to a section, part, paragraph or appendix of or to this Agreement;
 - (e) "**Commissioner**" means the Commissioner of Competition appointed pursuant to section 7 of the Act;
 - (f) "**Common Short Code**" means the four (4) to six (6) digit numeric identifier leased from the Canadian Wireless Telecommunications Association and used by wireless companies to provide third parties with access to the wireless companies' billing platforms to charge for Premium Text Messaging and Rich Content Services;
 - (g) "**Customer**" means a person who has or had an agreement with the Respondent to receive wireless services through the Respondent's wireless network;

- (h) **"Days"** means calendar days;
- (i) **"Feature Code"** means the codes found in Appendix "X" which were used by the Respondent in administering its Customer billing for the Common Short Codes listed in Appendix "Y" of this Agreement;
- (j) **"Notice"** has the meaning set out in paragraph 13 of this Agreement;
- (k) **"Parties"** means the Commissioner and the Respondent collectively, and **"Party"** means any one of them;
- (l) **"Product"** and **"Premium Text Messaging and Rich Content Services"** mean text messaging services that are: (i) charged by the Respondent to its Customers through its billing system at rates in excess of standard text messaging rates; (ii) routed using a Common Short Code; and (iii) offer a chance to win a contest or provide news, advice, alerts, trivia, quotations or horoscopes, or other goods or services, including ringtones, wallpapers, other audio or visual content and programs or applications designed for operation on wireless communications devices;
- (m) **"Records"** means records within the meaning of subsection 2(1) of the Act;
- (n) **"Refund"** means a credit or cheque issued to an Affected Customer in respect of certain charges imposed in respect of the Common Short Codes set out in Appendix "Y" of this Agreement and in accordance with the principles set out in subparagraphs 3(1) and 3(2) of this Agreement;
- (o) **"Relevant Period"** means, (i) in respect of Jesta Common Short Code 65555, between January 1, 2011 and August 31, 2013; and (ii) in respect of Mobile Messenger Common Short Codes 56455, 22700, 74656, 23687, 22334 and 74205, between January 1, 2011 and September 30, 2012;
- (p) **"Respondent"** means Rogers Communications Inc. and its successors and assigns, and any present or future subsidiary corporation of Rogers within the meaning of subsection 2(3) of the Act, the successors and assigns of any subsidiary corporations, as well as all present or future divisions, groups and Affiliates controlled directly or indirectly by Rogers Communications Inc., and their respective successors and assigns and for greater certainty includes Rogers Communications Partnership and Fido Solutions Inc.;
- (q) **"Respondent Personnel"** means all current and future Respondent employees and senior management who are materially involved in the formulation and/or the implementation and operation of Premium Text Messaging and Rich Content Services on the Respondent's wireless network;
- (r) **"Tribunal"** means the Competition Tribunal as established by the *Competition Tribunal Act Canada*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

II. CONDUCT ORDER WITH RESPECT TO PREMIUM TEXT MESSAGING AND RICH CONTENT SERVICES

2. (1) The Respondent shall not impose charges on a Customer's wireless account with respect to the Product, unless such charges have been approved through an affirmative act or statement of the Customer directly to the Respondent.

(2) This paragraph does not apply to donations to a registered charity where the Respondent does not retain any portion of the revenue from charges incurred by its Customer.

III. REFUNDS

Current Customers

3. The Respondent has agreed to provide refunds for Customer charges associated with the MMS and Jesta Common Short Codes set out in Appendix "Y". Given that the Respondent is unable to administer automatic refunds through its billing system by relying on specific Common Short Codes, the Respondent shall use the Feature Codes set out in Appendix "X" to administer the Refunds. Specifically, within sixty (60) Days after the date of this Agreement being registered with the Tribunal, the Respondent shall provide a Refund in the form of a credit to their wireless account for all current Affected Customers (as of the date of this Agreement) in the amounts calculated in the following manner:
 - (1) \$5 for each month in which the Affected Customer interacted with the Feature Codes set out in Table 1 of Appendix "X" between January 1, 2011 and September 30, 2012, to a maximum of \$5 per month per Feature Code, and;
 - (2) \$10 for each month in which the Affected Customer was charged for the Jesta Common Short Code in Table 2 of Appendix "X", between January 1, 2011 to August 31, 2013.

Former Customers

4. The Respondent shall within sixty (60) Days after the date of this Agreement being registered, begin to notify former Affected Customers by email (where the Respondent has an email address available) or a letter (where the Respondent does not have an email address available, where a Customer has provided the Respondent with only a Fido email address, or where a Rogers.com email address has been provided and that address is no longer active), advising them that: (i) if they incurred unauthorized charges, then they are entitled to a Refund as part of this Consent Agreement with the Commissioner; (ii) that they may obtain the Refund in accordance with the principles in subparagraphs 3(1) and (2) above by contacting the Respondent; and (iii) that they have one hundred twenty (120) Days from the date the first such letter or email notice was sent to the Affected Customer to do so. Such email or letter shall contain the information found in Appendix "C" hereto. Communications with Affected Customers shall be in their preferred language.

5. The Respondent will complete notification of its former Affected Customers no later than one hundred and twenty (120) days after the date of registration of this Agreement.
6. Prior to sending any of the foregoing notices by mail, the Respondent shall update the former Affected Customer addresses used via Canada Post's National Change of Address Data Product.
7. The Respondent shall send a follow up email to the former Affected Customers to the same effect if no response has been received from the Affected Customer by the Respondent after thirty (30) Days following the first email. A second follow up shall be sent to the same effect if no response has been received from the Customer by the Respondent after ninety (90) Days following the first email.
8. The Respondent shall provide Refunds to former Affected Customers in accordance with these provisions on receipt of a statement including in electronic form via the designated website indicating that the charges in question were not authorized by or on behalf of the Affected Customer. Other evidence or proof shall not be required from the former Affected Customer beyond this statement. The Respondent will also make available a designated toll-free number for Former Affected Customers to call.
9. Former Affected Customers shall receive a rebate by cheque.
10. Where a former Affected Customer requests a Refund, the Respondent shall within thirty (30) days provide information as to the total amount of Refund available to that Customer in accordance with the principles in subparagraphs 3(1) and (2) above.

General

11. The Respondent shall issue Refunds to each Affected Customer in the manner set out in this Agreement without deducting any refund, rebates or credits previously granted by the Respondent to such Customers, other than Refunds provided for in this Agreement.
12. Independent of the refund process contemplated in Part III of this Agreement, the Respondent shall also continue its current refund policy whereby any Customer who contacts the Respondent's customer service and alleges that the Premium Text Message and Rich Content Services charges relating to a third party on his/her wireless account with the Respondent are or were unauthorized will receive a full credit back, less any amount previously refunded and any amounts refunded pursuant to this Agreement. This policy shall remain in place for two years after the date of registration of this Agreement.
13. The Respondent shall efficiently administer its website and promptly respond to inquiries made to the designated email address, as identified in the Notice, from the date of registration of this Agreement and continuing for at least one hundred and twenty (120) Days after the Respondent has completed its notification of former Affected Customers.

IV. PUBLIC NOTICE TO AFFECTED CUSTOMERS

14. The Respondent shall publish, in both French and English, the Notice in Appendix "A" of this Agreement in accordance with the terms and conditions set out in Appendix "B" of this Agreement.

V. CORPORATE COMPLIANCE PROGRAM

15. Within sixty (60) Days of the date of the registration of this Agreement, the Respondent shall, as necessary, enhance and thereafter maintain its Corporate Compliance Program ("Compliance Program") with a specific focus on its "billing on behalf of" practices and the Act generally. The Compliance Program shall be framed in a manner consistent with the Commissioner's bulletin titled "Corporate Compliance Programs", as published (as of the date of execution of this Agreement) on the Competition Bureau's website at www.competitionbureau.gc.ca.

VI. CONSUMER AWARENESS CAMPAIGN

16. Within one hundred and twenty (120) Days of the date of the registration of this Agreement, the Respondent will commence offering a Consumer Awareness Campaign to educate consumers about how charges can be incurred on wireless devices and what steps consumers can take to avoid unwanted charges that would include safety tips for consumers purchasing online. The campaign will include an educational notice on a portion of the Respondent's websites, setting out for example, methods by which a consumer can incur charges on the consumer's wireless bill and the opt-out methods available from the Respondent. The educational notice will be maintained and available for at least one year from the date of the implementation of the Consumer Awareness Campaign.

VII. COMPLIANCE REPORTING AND MONITORING

17. The Respondent shall provide the Commissioner or the Commissioner's authorized representative:
 - (a) within twenty one (21) Days after the date of the registration of this Agreement, written confirmation that all Respondent Personnel have received a copy of this Agreement, as required by paragraph 20;
 - (b) twenty-one (21) Days after the last Refund is issued, a summary report broken down by existing and former Affected Customers, reflecting:
 - (i) the total number of Affected Customers who received Refunds; and
 - (ii) the total amount of Refunds paid to Affected Customers; and
 - (c) within one hundred and fifty (150) Days after the date of the registration of this Agreement, a written summary of the steps taken to implement the Consumer Awareness Campaign required in paragraph 16.
18. The Commissioner may make public the results of the refund program.

19. The Respondent shall provide the Commissioner or the Commissioner's authorized representative, within thirty (30) Days following receipt of a written request from the Commissioner or his authorized representative, such information, in such form as the Commissioner requests, for the purposes of monitoring compliance with this Agreement.

VIII. GENERAL

20. (1) The Respondent shall provide a copy of this Agreement to all Respondent Personnel within Fourteen (14) days after the date of registration of this Agreement.
- (2) During the term of paragraph 2 of this Agreement, all future Respondent Personnel shall be provided a copy of this Agreement within Fourteen (14) Days after his or her commencement of employment or the assumption of responsibilities for Premium Text Messaging and Rich Content Services.
- (3) Within Fourteen (14) Days after being provided with a copy of this Agreement, the Respondent shall secure from each such person a signed and dated statement acknowledging that he or she read and understood this Agreement.
21. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the Parties at the following addresses:

(a) **The Commissioner**

Commissioner of Competition
Competition Bureau
Place du Portage, Phase 1
50 Victoria Street, 21st Floor
Gatineau QC KIA OC9

Attention: Deputy Commissioner of Competition (Fair Business Practices Branch)
Telephone: 819-997-1208
Facsimile: 819-953-3835

With a copy to:

Executive Director, Competition Bureau Legal Services
Department of Justice
Place du Portage, Phase 1
50 Victoria Street, 22nd Floor
Gatineau QC KIA OC9

Telephone: 819-994-7714
Facsimile: 819-953-9267

(b) **The Respondent**

Graeme McPhail
Senior Vice-President and Associate General Counsel
Rogers Communications Inc.
333 Bloor Street East Toronto, Ontario M4B 3M5

with a copy to:

Anita Banicevic
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5X 3J7

Telephone: 416-863-5523

22. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.
23. The computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. 1-21. For the purpose of this Agreement, the definition of "holiday" in the *Interpretation Act* shall include Saturday. For the purpose of determining time periods, the date of this Agreement is the last date on which it is executed by a Party.
24. The Parties consent to the immediate registration of this Agreement with the Tribunal.
25. Paragraphs 2, 15, 19 and 20 of the Agreement shall be binding upon the Respondent as defined herein for a period of ten (10) years following the date of registration of this Agreement. With the exception of these paragraphs, the term of this Agreement will end with the fulfillment of the obligations set out in paragraphs 3 through 16 and the reporting requirements in paragraph 17.
26. Notwithstanding the settlement and dismissal of the Action in respect of the Respondent pursuant to this Agreement, nothing in this Agreement shall affect or limit the ability of the Commissioner, acting reasonably, to request the production of relevant documents or oral evidence by way of an application to the Court for third party discovery of the Respondent if deemed necessary, in accordance with the Ontario *Rules of Civil Procedure*. The Respondent agrees not to oppose any such application directed at the production of relevant information and to respond to any such application in a timely fashion and at its own expense.
27. In the event of a dispute as to the interpretation or application of this Agreement, any of the Parties shall be at liberty to apply to the Tribunal for an order or directions. The Parties agree that the Tribunal has jurisdiction to make such order as is required to give effect to this Agreement.

The undersigned hereby agree to the filing of this Agreement with the Tribunal for registration.

DATED at Toronto, in the Province of Ontario this 11th day of March, 2015.

ROGERS COMMUNICATIONS INC.

For: “Graeme McPhail”
Graeme McPhail
Senior Vice-President, Legal and Associate
General Counsel

DATED at Gatineau, in the Province of Quebec, this 12th day of March, 2015.

COMMISSIONER OF COMPETITION

For: “John Pecman”
John Pecman
Commissioner of Competition

APPENDIX "A" NOTICE

ROGERS [OR FIDO] REFUNDS AVAILABLE

Settlement With the Commissioner of Competition Re: Premium Text Messaging Services

Rogers and the Commissioner of Competition have reached a resolution to ongoing litigation concerning third party charges on your Rogers or Fido wireless account for Premium Text Message programs. This resolution is reflected in a Consent Agreement (the "Agreement"), a copy of which can be accessed [**link to Competition Tribunal website**].

Under the Agreement, Rogers has agreed to provide refunds to current and former customers for certain charges related to programs offered by Mobile Messenger between January 1, 2011 and September 30, 2012 and programs offered by Jesta/Jamster between January 1, 2011, and August 31, 2013. Examples of the programs include Mobile Messenger's "Mind Quiz" and "Pure Crush" Premium Text Message Programs.

Who is eligible for refunds?

- Current Customers: Rogers will automatically provide credits to current wireless service customers who were charged in respect of the following Premium Text Message Programs offered by Jesta/Jamster and/or Mobile Messenger [**NTD: Rogers to add Embedded hyperlink to list of Feature Codes and Common Short Codes and Feature Codes** as set out in Appendix "Z"] during the above time periods.
- Former customers: Eligible former customers will be contacted by e-mail (or letter if no e-mail address is on file). If you receive such an e-mail or letter and you believe the charges were unauthorized, you will have 120 days to contact Rogers to receive the refund.

How much is the refund?

- \$5 for each month a customer was charged for any of the following Mobile Messenger Common Short Codes [**link above**], to a maximum of \$5 per Feature Code , and
- \$10 per month for each month a customer was charged for the Jesta/Jamster Common Short Code during the above noted periods.
- Current wireless customers will receive a credit to their Rogers wireless account and former customers will receive a cheque.

To claim a refund, or for additional details, go to (URL - website), or contact Rogers at: [**to add Email address**].

Any claims or questions regarding refunds should be directed to Rogers.

APPENDIX "B" - TERMS AND CONDITIONS OF THE NOTICE

1. The Respondent shall publish or display the Notice in Appendix "A" of this Agreement on each of the following websites:

-www.rogers.com

-<http://redboard.rogers.com>

-www.fido.ca
2. The Respondent shall also publish the Notice in Appendix "A" of this Agreement via its Twitter and Facebook accounts and re-post these messages once a month for three consecutive months.
3. Rogers shall post the Notice in accordance with para. 13 of the Agreement, and shall maintain the Notice on each website for a period until at least one hundred and twenty (120) Days after the Respondent has completed its notification of former Affected Customers.
4. The Notice shall be accessible through a link on the menu-bar of each website homepage, entitled "Rogers [or Fido] Refunds Available".
5. The Notice shall have a link to the Competition Tribunal's website at www.ct-tc.gc.ca.
6. The Notice shall take up a full screen size of the linked page. The title of the Notice shall be capitalized and appear in no less than 14 point bold font unembellished print, and the text of the Notice shall appear in no less than 12 point font unembellished print.

APPENDIX "C" - LETTER/EMAIL NOTICE

Subject line of letter or e-mail: ROGERS [or FIDO] REFUNDS AVAILABLE

DATE

Dear [name of customer]:

You may be entitled to a refund as part of a settlement between Rogers Communications Inc. ("Rogers") and the Commissioner of Competition.

The Commissioner and Rogers have agreed to a refund program for certain charges that may have been placed on your Rogers or Fido wireless telephone bills relating to third party Premium Text Messaging Programs between January 1, 2011 to August 31, 2013.

Based on our records, it appears you incurred charges for certain Premium Text Message programs offered by Mobile Messenger between January 1, 2011 and September 2012 and/or Jesta/Jamster between January 1, 2011 and August 31, 2013. Examples of the programs include Mobile Messenger's "Mind Quiz" and "Pure Crush" Premium Text Message Programs.

If you believe these charges were not authorized, you are entitled to a \$5 refund for each month in which you were charged for certain Mobile Messenger Premium Text Messaging Programs in the attached list, to a maximum of \$5 per feature code, and \$10 per month for charges related to a particular Jamster/Jesta Premium Text Messaging Program. Included **[NTD: or for emailed notices - attached]** is a list of the common short codes eligible for a refund. **[NTD - Rogers to include or attach list of Codes as set out in Appendix "Z".]**

To claim a refund, or for additional details, go to (URL - website), or contact Rogers at: **[add Email address]**. Any claims or questions regarding Refunds should be directed to Rogers.

You have 120 days from the date of this letter **[or email]** notice to contact Rogers to claim a refund.

APPENDIX "X" - LIST OF FEATURE CODES

Table 1 - \$5 Refunds

Feature Code - S0020

Feature Code – S002U

Feature Code – S0036

Feature Code – S4983

Table 2 - \$10 Refunds

Feature Code SM4780

APPENDIX "Y" - LIST OF MMS/JESTA COMMON SHORT CODES

56455

65555

22700

74656

23687

22334

74205

Appendix "Z"

Table 1 - \$5 Refunds

Feature Code - S0020			
21135	33777	55888	75965
21864	53333	66778	79374
22334	55222	66888	88887
33444	55440	68111	89474
Feature Code – S002U			
24985	65874	75512	91970
36894	73824	85212	95123
56455	74154	88548	96312
59785	75123	88643	
Feature Code – S0036			
19930	32546	62105	74656
20409	33335	63886	77444
22636	34788	65491	79123
22700	36397	66553	85642
22888	36917	66555	98765
22900	56432	66777	
24659	56919	72365	
25876	58733	74205	
Feature Code – S4983			
21010	33222	66966	80800
23000	55955	70777	87777
23232	58326	72015	
23687	62753	732738	

Table 2 - \$10 Refunds

Feature Code SM4780
65555