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June 24, 2013

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Notice of Ex Parte Presentation of American Cable Association; *Amendment of the Commission's Rules Related to Retransmission Consent*, MB Docket No. 10-71; *2010 Quadrennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, MB Docket No. 09-182.

Dear Ms. Dortch:

The American Cable Association ("ACA") submits this response to the supplemental comments submitted by the National Association of Broadcasters ("NAB")[1] related to the issue of whether or not independently owned "Big 4" (ABC, CBS, FOX, NBC) network affiliated broadcast stations in the same designated market area ("DMA") should be allowed to jointly negotiate retransmission consent fees. There is very little new of substance in NAB's supplemental comments.[2] In large part, NAB has simply continued to present the same flawed arguments that it has presented in its earlier filings, which ACA has already thoroughly addressed and rebutted in comments filed in the retransmission consent docket.[3] In this response, ACA will briefly review its explanation of why separately owned, same market affiliates of the Big 4 broadcasters should be prohibited from collusively setting retransmission

[1] *See* Supplemental Comments of the National Association of Broadcasters, MB Docket No. 10-71 (filed May 29, 2013) ("NAB Supplemental Comments").

[2] ACA is in complete agreement with Time Warner Cable that NAB's supplemental filing is long on shrill rhetoric and short on concrete legal or policy justification. *See* Letter from Matthew A. Brill, Counsel for Time Warner Cable, to Marlene H. Dortch, MB Docket No. 10-71, at 1-2 (filed June 7, 2013) ("Rather than attempting to grapple head-on with the arguments and evidence in this proceeding, NAB's Supplemental Comments rely on straw-man arguments and mischaracterizations of the law and the facts. Indeed, NAB distorts the position of TWC and other MVPDs, ignores the leading precedent while invoking inapposite cases, and misconstrues the record evidence. Stripped of its rhetoric, the NAB filing has no persuasive response to the clear-cut point that coordinated negotiations involving competing broadcast stations are contrary to law and harm the public interest.").

[3] ACA first brought the competitive problem of coordinated retransmission consent negotiations to the Commission's attention in comments filed in response to the joint petition for rulemaking in this docket. *See* Comments of the American Cable Association, MB Docket No. 10-71 (filed May 18, 2010) ("ACA Petition Comments"). NAB presented its response to ACA's arguments. Reply Comments of the Broadcaster Associations, MB Docket No. 10-71 (filed June 3, 2010) ("NAB Petition Reply Comments"). ACA thoroughly addressed and rebutted all of the NAB arguments in its comments submitted after the issuance of the NPRM. Comments of the American Cable Association, MB Docket No. 10-71 (filed May 27, 2011) ("ACA NPRM Comments"); Reply Comments of American Cable Association, MB Docket No. 10-71 (filed June 27, 2011) ("ACA NPRM Reply Comments").

consent fees, and explain why NAB has utterly failed to provide any reasonable arguments to justify this practice.

In its previous comments in this proceeding, ACA drew the Commission's attention to the fact that independently owned broadcasters in the same DMA have in many instances delegated negotiation of retransmission consent fees to a single common agent.[4] ACA has identified 48 pairs of Big 4 broadcasters in 43 DMAs coordinating their retransmission consent negotiations in 2011. As ACA has previously outlined, broadcasters have been able to adopt the practice of collusively setting retransmission consent fees without drawing too much attention to themselves by taking advantage of the fact that the Commission allows broadcasters to engage in certain types of input sharing arrangements, often referred to as shared services agreements (SSAs) or local marketing arrangements (LMAs), where they share some programming and/or advertising sales functions in order to capture efficiencies.[5] While there is no reason to believe that the Commission ever contemplated allowing broadcasters participating in such sharing arrangements also to collusively set retransmission consent fees, over time many broadcasters participating in sharing arrangements have apparently interpreted the Commission's permission to participate in sharing agreements as also providing them permission to designate a single representative to negotiate retransmission consent fees on behalf of both participating stations.

ACA has explained that standard economic theory predicts that allowing the owners of two networks (regardless of whether the "networks" are cable networks or the signals of local broadcast stations) to collusively set a price for a bundle of both networks will result in price increases so long as the networks are partial substitutes in the sense that the value of one network to the MVPD is reduced conditional on already having the other network.[6] In particular, there is absolutely no sense in which competitive harm requires the networks to be "complete substitutes" in the sense that MVPDs would never want to carry both networks because the value of one is nearly zero conditional on already carrying the other network. Significant competitive harm can occur if the networks are only partial substitutes and MVPDs would ideally like to carry both. This reasoning explains why it would be anticompetitive to allow two independently owned regional sports networks ("RSNs") in the same region to collusively set programming fees. However, the reasoning applies equally well to the signals of local broadcast stations and therefore also explains why it would be equally anticompetitive to allow two independently owned broadcasters in the same region to collusively set retransmission consent fees. There is absolutely no policy basis for treating collusive price setting between two competing cable programmers any differently that collusive price setting between two competing broadcasters.

ACA also explained that, while the pervasive use of non-disclosure clauses in retransmission consent agreements limits the amount of publicly available evidence on the magnitude of retransmission consent fees and how they are affected by joint negotiations, all of the available evidence suggests that this is a serious problem.[7] Specifically, ACA noted four instances where MVPDs have calculated the average impact of joint negotiations on their own

[4] ACA Petition Comments at 10; ACA NPRM Comments at 3; ACA NPRM Reply Comments at 34-35.
[5] *See* ACA Petition Comments at 9; ACA NPRM Comments at 7; ACA NPRM Reply Comments at 34.
[6] ACA Petition Comments at 11; *id.* at App. B (Prof. William P. Rogerson, "Joint Control or Ownership of Multiple Big 4 Broadcasters In The Same Market And Its Effect On Retransmission Consent Fees") at 7-11 ("Rogerson 2010"); ACA NPRM Comments at 12; *id.* at App. A (Prof. William P. Rogerson, "Coordinated Negotiation of Retransmission Consent Agreements By Separately Owned Broadcasters In The Same Market") at 8-11 ("Rogerson 2011"); ACA NPRM Reply Comments at 29-30.
[7] ACA Petition Comments, App. B (Rogerson 2010) at 10-12; ACA NPRM Comments at 88; *id.* at App. A (Rogerson 2011) at 9; ACA NPRM Reply Comments at 88.

retransmission consent prices and reported this impact to the Commission.[8] The MVPDs reporting this information calculated increases of retransmission consent fees due to joint negotiations ranging from 21.6% to 161%. ACA also noted the Commission's own empirical studies showing that joint ownership or control of a broadcast station and an RSN in the same DMA resulted in higher prices.[9] As ACA has explained, since two broadcast networks should be at least as close substitutes to each other as a broadcast network and an RSN are to each other, the Commission findings imply *a fortiori* that combined ownership or control of two broadcast stations in the same market should increase programming fees.[10]

In response to ACA's challenge to the collusive practices of broadcasters, the NAB has brazenly asserted that these practices are perfectly reasonable, create no consumer harm, and should be of no concern to the Commission. Therefore the Commission is now in a position where it must take an explicit stand on the issue of whether it really means to condone explicit collusive price setting between independently owned broadcasters as part of the normal operation of input sharing agreements. That is, it is completely clear that broadcasters intend to interpret collusive price setting as simply being part of the normal operation of Commission-sanctioned sharing agreements unless the Commission explicitly indicates otherwise by stating that broadcasters that engage in collusive price setting will be viewed as operating under common ownership for purposes of applying the Commission's media ownership rules.

The following paragraphs discuss and rebut each of NAB's seriously flawed arguments.

Argument #1: There is insufficient empirical evidence to justify a prohibition on collusion between independently owned broadcasters.

NAB's main argument has been that the Commission should continue to allow broadcasters to collude on retransmission consent fees unless much more detailed and extensive empirical evidence can be produced to show conclusively that this behavior results in higher retransmission consent prices.[11] Since broadcasters are the only entities that have this data due to the non-disclosure agreements they require all MVPDs to sign, and because broadcasters apparently have no intention of ever releasing this data to the Commission or other parties to allow such a detailed empirical study,[12] this of course means that NAB is essentially recommending that the Commission continue to allow this practice to continue indefinitely. This is an untenable position.

ACA continues to believe that the Commission has more than sufficient basis to decide to prohibit separately owned broadcasters in the same DMA from colluding on retransmission

[8] ACA NPRM Comments at 10 (where a single entity controls retransmission consent negotiations for more than one "Big 4" station in a single market, the average retransmission consent fees were higher by 21.6% for Suddenlink; 161% for Cable America; 133% for USA Companies; 30% for Pioneer Telephone Cooperative).
[9] ACA NPRM Comments at 12.
[10] *Id.* at 12; *id.* at App. B (Rogerson 2011) at 10-11.
[11] NAB Supplemental Comments at 2-4.
[12] The recent fight over disclosure of retransmission consent agreements between Tacoma's public cable television company, Click, and Fisher Communications' ABC-affiliated KOMO-TV is illustrative of the lengths broadcasters will go to shield their agreements from public view. *See* Karen Peterson, *Click's contracts should be available public*, The News Tribune, June 9, 2013, *available at* http://www.thenewstribune.com/2013/06/09/2631279/clicks-contracts-should-be-available.html (The News Tribune's request under Washington state public documents law to view Click's retransmission consent agreements with Seattle broadcasters was rebuffed as constituting "trade secrets" not subject to disclosure, despite Click's request that the Tacoma City Council approve its fifth rate hike since 2010, with the latest "based almost entirely on the rising retransmission fees").

consent prices.[13] Standard economic reasoning strongly suggests that separately owned broadcasters in the same DMA are able to raise retransmission consent prices by jointly setting these prices. The available data supports this conclusion. More generally, when separately owned sellers of competing products are asking for permission to jointly set prices, the Commission should place the burden of proof on the sellers to show that joint price setting will not raise prices rather than placing the burden of proof on buyers to show that joint price setting will raise prices.

Argument #2: Sharing agreements such as SSAs and LMAs can be desirable in small DMAs.

NAB has repeatedly noted that sharing arrangements such as SSAs and LMAs can be desirable in some smaller DMAs because the resulting efficiencies due to joint operations may allow more broadcast signals to be provided in the DMA than would otherwise be provided.[14] Whether or not this claim is true, this issue is completely irrelevant to the policy issue under consideration. ACA is not advocating or recommending in this proceeding that SSAs and LMAs be eliminated. Rather, it is simply advocating that broadcasters be prohibited from collusively setting retransmission consent fees. The main efficiencies from such sharing arrangements are created by sharing programming and marketing functions. This could still occur in completely unchanged fashion. The only difference that ACA advocates is that broadcasters should be required to separately negotiate their own retransmission consent agreements. As ACA has previously observed, the cost savings achieved by non-commonly owned stations combining to negotiate retransmission consent (which typically only occurs once every three years) is likely to be insignificant compared to the cost savings accrued from combining marketing or programming functions.[15]

Argument #3: Changes in retransmission consent fees will not necessarily be passed through to subscribers.

NAB has argued that even if collusion between broadcasters results in significant increases in retransmission consent fees, there is still no need for the Commission to take any action because MVPDs may not pass a significant share of changes in retransmission consent fees on to subscribers through changes in subscription prices.[16] This argument is frivolous and unworthy of serious consideration. In general, economists expect that downstream markets will pass through a significant share of upstream price changes and there is no sense in which economists generally subscribe to any sort of theory suggesting that collusion in upstream markets is in general less harmful than collusion in downstream markets. Furthermore, NAB ignores the fact that ACA has already submitted two pieces of evidence into the record of this proceeding suggesting that changes in retransmission consent fees will be passed through to consumers. First, ACA has already noted that the Commission itself has determined in previous proceedings that increases in programming fees lead to higher MVPD subscription prices and consumer harm.[17] Second, ACA has cited a study which found that 50% of programming cost

[13] *See* ACA June 3, 2013 Ex Parte at 1-7.
[14] *See* NAB Supplemental Comments at 12; Comments of the National Association of Broadcasters, MB Docket No. 10-71, at 31 (filed May 27, 2011); Comments of the National Association of Broadcasters, MB Docket No. 12-203, at 20-23 (filed Sept. 10, 2012); Letter from Erin L. Dozier, Senior Vice President and Deputy General Counsel, Legal and Regulatory Affairs, National Association of Broadcasters, to Marlene H. Dortch, Esq., Secretary, FCC, MB Docket No. 09-182, at 4-6 (filed Dec. 4, 2012).
[15] *See* ACA NPRM Comments at 8; ACA NPRM Reply Comments at 35-36.
[16] NAB Supplemental Comments at 5.
[17] *See, e.g.*, *General Motors Corporation and Hughes Electronics Corporation, Transferors and The News Corporation Limited, Transferee, For Authority to Transfer Control*, Memorandum Opinion and Order, 19 FCC

changes are passed through to subscribers in the form of higher subscription prices.[18]

Argument #4: Retransmission consent fees are not a large share of MVPDs' total input costs.

NAB argues that retransmission consent fees are a relatively modest percentage of subscribers' total MVPD subscription charges and that even if collusion between broadcasters causes a substantial percentage increase in retransmission consent fees and even if a substantial share of these fee increase are passed through to subscribers in the form of higher subscription prices, the resulting increase in these prices calculated as a percentage of subscription prices may be relatively modest. Armed with this observation, NAB suggests that the Commission should not be concerned with anti-competitive activity in retransmission consent markets.[19]

This argument is once again completely frivolous. To the best of ACA's knowledge, neither the Commission nor antitrust authorities have ever articulated the principle or policy that they generally ignore anti-competitive activity in input markets so long as the inputs in question do not form "too large" a percentage share of the outputs they are used to produce.[20] Moreover, it would be a very radical and unwise step for the Commission to articulate such a policy. Among other reasons, by adopting a firm stance against all anti-competitive activity, the Commission provides firms with appropriate incentives to avoid anti-competitive activity in a broad range of markets that may be individually small but are collectively large. Furthermore, retransmission consent fees are still growing rapidly over time and thus are becoming a more significant share of total MVPD subscription prices. Finally, there are subscribers that simply purchase basic service that consists primarily of the broadcast signals available in an area and retransmission consent fees obviously constitute a much larger share of these subscribers' total subscription payments.

Argument #5: Some MVPDs serve large shares of some DMAs.

NAB notes that some MVPDs serve relatively large shares of some DMAs and that this likely provides these MVPDs with a substantial amount of bargaining power in retransmission consent negotiations.[21] It then asserts that this implies that it would be desirable to generally allow broadcasters to collude when they set retransmission consent prices.[22]

Once again NAB appears to be implicitly suggesting that the Commission adopt a very radical policy completely at odds with the current manner in which the Commission or antitrust authorities oversee competition. Neither the Commission nor antitrust authorities follow a policy where they allow sellers to collude if they are facing a "large enough" buyer and it is difficult to imagine how such a policy could be sensibly implemented. Would broadcasters only be allowed to collude when they faced a "large" buyer but be required to negotiate separately when they

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Rcd 473 ¶ 209 ("If News Corp. can secure carriage of more cable networks and charge higher fees for such carriage, these fees are unlikely to be absorbed solely by MVPDs, but would be passed on to consumers in the form of higher rates"), *cited in* ACA Petition Comments at 14 n. 30.

[18] *See* George S. Ford and John D. Jackson, "Horizontal Concentration and Vertical Integration in the Cable Television Industry," Review of Industrial Organization 12, 1997, 513-14, *cited in* ACA Petition Comments, App. B (Rogerson 2010) at 10 n.13.

[19] NAB Supplemental Comments at 2-3, 4-5.

[20] ACA NPRM Reply Comments at 31.

[21] NAB Supplemental Comments at 8-9.

[22] *Id*.

face a "small" buyer in the same market? Would cable programmers be allowed to collude when they faced a "large" buyer or would the policy only be applied to broadcasters? Would the Commission generally start to allow all four Big 4 stations in a DMA to collude in negotiations with a "large enough" MVPD? ACA finds it difficult to believe that even the NAB would seriously advocate a policy of allowing sellers to collude when they face a "large" buyer if they began to think through the implications of such a proposal.

Argument #6: Broadcasters should be allowed to collude because this will provide them with extra funds that they will use to improve the quality of their programming.[23]

Once again, it is hard to believe that NAB could be seriously advocating a policy of having the Commission selectively allow collusion in industries where it determines that it would be desirable from a public policy perspective for the participants in the industry to earn higher revenues. This would be a significant departure from the policy that the Commission has adopted in its good faith rules of allowing retransmission consent rates to be determined by competitive marketplace conditions.[24] ACA is unaware of any instances where the Commission provides participants in any market with formal permission to collusively set prices in order to allow them to earn higher profits. ACA believes that adopting such a policy in broadcasting would be very ill-advised and would create a very undesirable precedent that parties seeking special favors in other industries overseen by the Commission could appeal to.

Argument # 7: The Commission and antitrust authorities both generally allow an individual programmer that owns multiple networks to bundle these networks together in any way it wishes. It follows from this that independently owned broadcasters should be able to bundle their networks together.[25]

Although NAB has advanced a number of baseless and incorrect arguments, this argument may well represent the pinnacle of NAB's efforts in this regard. NAB goes on at great length to establish the point that both the Commission and antitrust authorities generally allow an individual programmer that owns multiple networks to bundle these networks together any way it wishes.[26] ACA does not dispute this general characterization of the status quo. However, ACA completely disagrees with NAB's assertion that this somehow justifies allowing separately owned broadcasters to bundle their programming together. The key issue here is separate vs. common ownership. ACA is not disputing the right of *commonly owned* broadcasters in the same DMA to negotiate a bundled price for their programming. Rather we are disputing the right of *separately owned* broadcasters to negotiate a bundled price. To the best of ACA's knowledge, there are no instances where either the Commission or antitrust authorities have determined that separately owned cable programmers should be allowed to bundle their programming together for sale to MVPDs.

[23] *Id.* at 18-20.
[24] *See* 47 C.F.R. § 76.65(a).
[25] NAB Supplemental Comments at 15-17.
[26] *Id.*

Argument #8: NAB suggests that there may be cases (although it specifically identifies only one such case) where cable operators, when facing a pair of broadcasters participating in a joint operating agreement, do not object to, and sometimes have requested or indicated a preference for, joint retransmission consent negotiations with a single representative for both stations rather than negotiating with each station separately.[27]

NAB points to a single instance of a cable operator expressing a preference that a single representative negotiates retransmission consent jointly on behalf of stations participating in a JSA/SSA relationship. This example fails to materially advance its cause. Regardless of whether NAB may have found an MVPD or two that may not have objected to joint negotiations at one time or another, nearly 850 small and medium-sized MVPDs who are members of the ACA, and many other larger MVPDs, want the Commission to immediately ban this practice. Furthermore, the fact that one MVPD in a market may have requested joint negotiations does not signal the absence of competitive harm in that market. If a pair of Big 4 affiliates agreed to separately negotiate retransmission consent fees with one MVPD in a market but continued to engage in joint negotiations with other MVPDs in the market, the fact that they were sharing pricing information and communicating with one another regarding retransmission consent pricing would likely mean that they could still coordinate their behavior and successfully set collusive prices even for the MVPD engaging in nominally separate negotiations with each broadcaster. Therefore, it may be that the MVPD that tried separate negotiations and subsequently requested joint negotiations when the agreements came up for renewal simply discovered that the two broadcasters were still effectively colluding and coordinating their behavior based on their joint negotiations with other MVPDs. It would therefore be fruitless to ask for separate negotiations when the broadcasters are engaging in joint negotiations with most other MVPDs in the market.

# # #

As described above, the proliferation of collusion by non-commonly owned broadcasters in the same DMA has to some extent occurred "under the radar." The Commission has never explicitly stated that it approves or allows non-commonly owned broadcasters in the same DMA to collusively set retransmission consent prices.[28] Rather, some broadcasters participating in sharing agreements that the Commission has approved have simply been interpreting their authorization to enter into sharing agreements as also authorizing them to collusively set retransmission consent prices; yet the Commission has not explicitly addressed the issue of whether or not such collusion should be allowed. ACA believes that broadcasters have been somewhat circumspect in the extent to which they enter into blatantly collusive agreements, and in particular, because of this regulatory ambiguity have confined their collusive behavior to situations where they engage in more extensive joint programming or marketing agreements.

Stripped to its essence, NAB is essentially asking for the Commission to sanction collusive price setting by non-commonly owned broadcasters in the same DMA. ACA fears that the result of such a declaration on the part of the Commission would be much more extensive collusion where multiple Big 4 broadcasters in a market might begin to jointly negotiate retransmission consent agreements even when they do not engage in any other sort of joint programming or marketing arrangements. It might well become the norm that all four of the Big 4 stations in many DMAs begin to threaten simultaneous withdrawal of all of their signals as a

[27] *Id.* at 13.

[28] At most, the Commission has signaled that such a practice may be found to violate the broadcasters' obligation to negotiate retransmission consent in good faith under the Act and the Commission's rules. *See Amendment of the Commission's Rules Related to Retransmission Consent*, Notice of Proposed Rulemaking, 26 FCC Rcd 2718 ¶ 23, App. B (2011) ("Retransmission Consent NPRM").

coercive bargaining strategy to increase retransmission consent fees.[29] A single MVPD faced with the prospect of simultaneously losing all four of the Big 4 signals in a market while its competitors still carry them may well be forced to pay significantly higher retransmission consent fees than are currently paid. Thus allowing broadcasters engaged in sharing agreements to collude could become a very "slippery slope." Now that the Commission has been asked to explicitly enunciate a policy view on whether broadcaster collusion should be allowed to continue, it must draw a bright line which prohibits this activity, and the only natural and reasonable place to draw such a bright line is for there to be a complete prohibition on all collusion.

The Commission may accomplish this result by establishing coordinated retransmission consent negotiations as a *per se* violation of the obligation to negotiate in good faith, or by explicitly stating that broadcasters that engage in collusive price setting will be viewed as operating under common ownership for purposes of applying the Commission's media ownership rules.[30] The critical point is that the Commission must take action now to prohibit the practice.[31]

A bedrock principle of competition policy is that providers of competing products should not be allowed to collusively set prices. The Commission should not violate this principle to satisfy the self-serving complaints of broadcasters that essentially are asking for permission to subvert the normal competitive operation of retransmission consent markets which requires competing sellers to set independent prices.

[29] Of course, the Commission could decide to only allow broadcasters to collude on retransmission consent fees when they are involved in a more extensive joint operating agreement in which they share marketing and/or programming operations. However, this would create an incentive for broadcasters to enter into "sham" joint operating arrangements to take advantage of the opportunity to collude over retransmission consent fees. Furthermore, the Commission would need to articulate some rationale explaining why allowing broadcasters to collude over retransmission consent fees is desirable when they are engaged in more extensive joint operating arrangements, but is undesirable when they are not.

[30] The four practices to be deemed either a *per se* violation of the good faith rules or an attributable ownership interests with respect to the media ownership rules are: (i) delegation of the responsibility to negotiate or approve retransmission consent agreements by one broadcaster to another separately owned broadcaster in the same DMA; (ii) delegation of the responsibility to negotiate or approve retransmission consent agreements by two separately owned broadcasters in the same DMA to a common third party; (iii) any informal or formal agreement pursuant to which one broadcaster would enter into a retransmission consent agreement with an MVPD contingent upon whether another separately owned broadcaster in the same market is able to negotiate a satisfactory retransmission consent agreement with the same MVPD; and (iv) any discussions or exchanges of information between separately owned broadcasters in the same DMA or their representatives regarding the terms of existing retransmission consent agreements, or the status of negotiations over future retransmission consent agreements. Comments of the American Cable Association, MB Docket No. 09-182, at 26-27 (filed Mar. 5. 2012) ("ACA Media Ownership Comments"); Reply Comments of the American Cable Association, MB Docket No. 09-182, at 11-17 (filed Apr. 17, 2012) ("ACA Media Ownership Reply Comments"). *See also* ACA NPRM Comments at 23-24 (describing proposed practices that would constitute violations of the duty to negotiate in good faith); ACA NPRM Reply Comments at 40 (same).

[31] *See 2010 Quadrennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*; *Promoting Diversification of Ownership In the Broadcasting Services*, MB Docket Nos. 09-182, 07-294, Notice of Proposed Rulemaking, 26 FCC Rcd 17489 ¶¶ 204-208 (2011); Retransmission Consent NPRM ¶ 23.

If you have any questions, or require further information, please do not hesitate to contact me directly. Pursuant to section 1.1206 of the Commission's rules, this letter is being filed electronically with the Commission.

Sincerely

Barbara Esbin