**UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF COLUMBIA**

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| UNITED STATES OF AMERICA,<br>Plaintiff,<br>v.<br>AMCOR LIMITED<br>and<br>BEMIS COMPANY, INC.,<br>Defendants | Case No.: 1:19-CV-01592-TNM<br>JUDGE: Hon. Trevor N. McFadden<br>Deck Type: Antitrust |

COMPETITIVE IMPACT STATEMENT

Plaintiff United States of America ("United States"), pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act ("APPA" or "Tunney Act"), 15 U.S.C. § 16(b)-(h), files this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

I.

NATURE AND PURPOSE OF THE PROCEEDING

On August 6, 2018, Defendants Amcor Limited ("Amcor") and Bemis Company, Inc. ("Bemis") entered into a Transaction Agreement, pursuant to which Amcor proposes to acquire all of the shares of Bemis for $6.8 billion. The United States filed a civil antitrust Complaint on May 30, 2019, seeking to enjoin the proposed acquisition. The Complaint alleges that the likely effect of this acquisition would be to substantially lessen competition in the development,

production, and sale of heat-seal coated medical-grade Tyvek ("coated Tyvek"), heat-seal coated medical-grade paper ("coated paper"), and heat-seal coated Tyvek die-cut lids ("die-cut lids"), in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18. This loss of competition likely would result in higher prices and lower-quality medical flexible packaging products.

At the same time the Complaint was filed, the United States also filed a Hold Separate Stipulation and Order ("Hold Separate") and proposed Final Judgment, which are designed to eliminate the anticompetitive effects of the acquisition. Under the proposed Final Judgment, which is explained more fully below, Amcor is required to divest its Ashland, Massachusetts, Milwaukee, Wisconsin, and Madison, Wisconsin facilities, along with certain tangible and intangible assets (collectively, "Divestiture Assets"). Under the terms of the Hold Separate, Amcor will take certain steps to ensure that the Divestiture Assets are operated as a competitively independent, economically viable and ongoing business concern, that will remain independent and uninfluenced by Amcor, and that competition is maintained during the pendency of the ordered divestitures.

The United States and Defendants have stipulated that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment would terminate this action, except that the Court would retain jurisdiction to construe, modify, or enforce the provisions of the proposed Final Judgment and to punish violations thereof.

## II.

## DESCRIPTION OF THE EVENTS GIVING RISE TO THE ALLEGED VIOLATION

### *A. The Defendants and the Proposed Transaction*

Amcor and Bemis are global manufacturers of flexible packaging, rigid containers,

specialty cartons, closures, and services for the food, beverage, pharmaceutical, medical-device, home, and personal care industries. Amcor, which is headquartered in Zurich, Switzerland, sold more than $9 billion in packaging products in 2018, including approximately $288 million in sales of flexible packaging for medical use ("Medical Flexible Packaging") in the United States. Bemis, which is headquartered in Neenah, Wisconsin, sold more than $4 billion in packaging products in 2018, including approximately $260.9 million in sales of Medical Flexible Packaging in the United States.

In the United States, Amcor and Bemis are two of only three significant suppliers of three highly-engineered medical packaging products that protect medical devices throughout their journey from a medical device manufacturer's facility into the hands of a medical professional: heat-seal coated medical-grade Tyvek rollstock ("coated Tyvek"), heat-seal coated medical-grade paper rollstock ("coated paper"), and heat-seal coated medical-grade Tyvek die-cut lidding ("die-cut lids"). In 2017, Amcor and Bemis represented more than 70% of sales in coated Tyvek and coated paper in the United States and over 50% of sales in die-cut lids in the United States. The proposed transaction, as initially agreed to by Defendants, would lessen competition substantially for these medical packaging products, which are the subject of the Complaint and proposed Final Judgment filed by the United States on May 30, 2019.

*B. The Competitive Effects of the Transaction*

An extensive investigation by the United States revealed that Amcor's proposed acquisition of Bemis likely would result in increased prices and lower-quality service for U.S. customers purchasing coated Tyvek, coated paper, and die-cut lids. Amcor and Bemis are two of only three primary suppliers of these products, and for many customers, they are each other's

closest competitor. The transaction will harm customers by eliminating the benefits of competition that these customers have realized due to head-to-head competition.

1. Relevant Markets

As alleged in the Complaint, coated Tyvek, coated paper, and die-cut lids are relevant product markets under Section 7 of the Clayton Act. Of the many materials used in Medical Flexible Packaging, medical-grade paper and Tyvek have particular properties—breathability (*i.e.*, the ability to be permeated by ethylene oxide gas during sterilization) and, for Tyvek, durability—that make them uniquely suited for sterilizing and packaging certain medical devices. Medical-grade paper and Tyvek may be wound on a roll ("rollstock") or "converted" into a finished product such as a lid, bag, or pouch, and both materials may be heat-seal coated to impart additional properties on a medical device's package. Heat-seal coatings may be required by medical device manufacturers for certain packaging applications, to reduce the risks of contamination that arise when a package is difficult to open and to make seals between different materials possible.

There are no substitutes for coated Tyvek, coated paper, or die-cut lids for certain packaging applications. Alternatives to coated Tyvek lack the necessary peelability, sealability, and particulate control attributes, and do not adhere to rigid trays. Alternatives to coated paper lack the necessary peelability and particulate control attributes, or are more expensive than coated paper. Finally, alternatives to die-cut lids lack the durability or the ability to adhere that lidding made of Tyvek possesses.

The Complaint alleges that the relevant geographic market for each of the relevant product markets is the United States. Producers of Medical Flexible Packaging know the

locations of their customers and can adjust their pricing based on the availability of alternatives to a customer at a particular location. Due to shipping costs and unique specifications, there is no ability for customers to arbitrage. Therefore, the relevant geographic market for each relevant product market is defined as sales made to customers in the United States.

2. Competitive Effects

As explained in the Complaint, the proposed acquisition would eliminate competition between Amcor and Bemis to supply coated Tyvek, coated paper, and die-cut lids, resulting in higher prices and lower-quality products. The relevant markets are highly concentrated and would become significantly more concentrated as a result of the proposed acquisition, making the transaction presumptively harmful under the Horizontal Merger Guidelines. Amcor and Bemis have established themselves as two of only three suppliers in the market with the necessary expertise to meet the price, quality, technical service, and regulatory rigors of manufacturing the relevant products. Competition between the two companies has constrained the ability of either company to raise prices, reduce quality, or limit technical support to customers. These constraints would no longer exist after the proposed acquisition is consummated.

3. Entry

According to the Complaint, entry is unlikely to prevent or remedy the anticompetitive effects caused by the elimination of Bemis as an independent supplier. An entrant first would need a high-quality coated paper, coated Tyvek, or die-cut lid product to sell. Creating such a product would require development of a coating formula and a methodology for applying coating that would meet the rigorous standards of medical device manufacturers. The quality of the entrant's product then would need to be proven through a series of qualification and validation

exercises that can take years to complete. These qualification and validation requirements discourage entry by imposing substantial costs on potential suppliers with no guarantee that their products will be successful in the market.

III.

EXPLANATION OF THE PROPOSED FINAL JUDGMENT

The divestitures required by the proposed Final Judgment will eliminate the anticompetitive effects of the acquisition with respect to coated Tyvek, coated paper, and die-cut lids by establishing a new, independent, and economically viable competitor. The proposed Final Judgment requires Defendants, within 30 calendar days after the entry of the Hold Separate by the Court, to divest the Divestiture Assets in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be operated by the purchaser as a viable, ongoing business that can compete effectively in the relevant market. Defendants must take all reasonable steps necessary to accomplish the divestitures quickly and must cooperate with prospective purchasers.

The proposed Final Judgment requires Defendants to divest the Divestiture Assets to an Acquirer acceptable to the United States, in its sole discretion. Because the Divestiture Assets are distributed across multiple sites, the United States required an upfront buyer to provide additional certainty that the transaction can be accomplished without disruption to the Medical Flexible Packaging business. The United States has approved Tekni-Plex, Inc. as the Acquirer of the Divestiture Assets. Tekni-Plex, Inc. is an experienced and well-known flexible packaging and medical product supplier.

The proposed Final Judgment requires the divestitures of all interests and rights in three

Amcor facilities involved in the design, development, production, distribution, sale, or service of Medical Flexible Packaging: one in Ashland, Massachusetts ("Ashland Facility"), one in Milwaukee, Wisconsin ("Milwaukee Facility"), and one in Madison, Wisconsin ("Madison Facility"). The Divestiture Assets include all tangible and intangible assets at Amcor's Milwaukee and Ashland Facilities, as well as all tangible and intangible Medical Flexible Packaging assets in the Madison Facility.[1] The divestitures of the Ashland, Milwaukee, and Madison Facilities will eliminate the anticompetitive effects of the acquisition without disrupting the supply chain of existing medical device manufacturer customers of those facilities, which otherwise would require those medical device manufacturers to revalidate their packaging or requalify alternative facilities, raw materials, or manufacturing lines.

Paragraph IV(E) of the proposed Final Judgment provides that, for the sole purpose of manufacturing products other than Medical Flexible Packaging (for example, food packaging or personal care packaging), Amcor may sublease a portion of the Madison Facility. This provision ensures that the non-medical customers that Amcor currently serves from the Madison Facility can continue to be served from that facility. If production of those customers' products were instead moved to another facility, most such customers would be forced to incur significant expenses and supply disruptions associated with revalidating packaging or requalifying alternative facilities, raw materials, or manufacturing lines. These requalification procedures can take significant time to complete and create substantial supply risks to customers.

[1] In addition to assets used to manufacture coated Tyvek, coated paper, and die-cut lids, the Divestiture Assets include other Medical Flexible Packaging manufacturing assets used to manufacture laminates and cold seal products. Paragraph IV(I) of the proposed Final Judgment also requires Amcor to grant a license to the Acquirer for current or future intellectual property rights in Core-Peel technology.

Requalification also would likely create a long-term entanglement between Amcor and the Acquirer during the period in which the business was transitioned out of the Madison facility to a different Amcor facility. To avoid these issues, during the term of the Final Judgment, Amcor is permitted under the Final Judgment to continue its manufacturing operations in flexible packaging for food and other products other than those relating to Medical Flexible Packaging. If Amcor chooses to enter into a sublease, however, Amcor must, within six months of the divestitures required by the Proposed Final Judgment, construct a permanent, structural partition that physically isolates Amcor's operations from the Acquirer's. The partition ensures that Amcor and the Acquirer's businesses will be physically separated and that each company's competitively sensitive information will remain protected. Because Amcor and the Acquirer will not be producing competing products at the same facility during the term of the Final Judgment, there is no risk of competitive information sharing.

To facilitate the Acquirer's immediate use of the Divestiture Assets, Paragraph IV(H) of the proposed Final Judgment provides the Acquirer with the option to enter into a supply agreement for Tyvek sufficient to meet the Acquirer's needs for a period of up to 12 months. The United States may approve one or more extensions of the supply agreement for a total of up to an additional 12 months.

Paragraph IV(A) of the proposed Final Judgment requires Amcor to complete its divestitures within 30 days after the entry of the Hold Separate Stipulation and Order. Defendants must take all reasonable steps necessary to accomplish the divestitures quickly and must cooperate with prospective purchasers.

In the event that Defendants do not accomplish the divestitures within the periods

prescribed in the proposed Final Judgment, the Final Judgment provides that the Court will appoint a trustee selected by the United States to effect the divestitures.

The proposed Final Judgment also contains provisions designed to promote compliance and make the enforcement of the Final Judgment as effective as possible. Paragraph XIII(A) provides that the United States retains and reserves all rights to enforce the provisions of the proposed Final Judgment, including its rights to seek an order of contempt from the Court. Under the terms of this paragraph, Defendants have agreed that in any civil contempt action, any motion to show cause, or any similar action brought by the United States regarding an alleged violation of the Final Judgment, the United States may establish the violation and the appropriateness of any remedy by a preponderance of the evidence and that Defendants have waived any argument that a different standard of proof should apply. This provision aligns the standard for compliance obligations with the standard of proof that applies to the underlying offense that the compliance commitments address.

Paragraph XIII(B) provides additional clarification regarding the interpretation of the provisions of the proposed Final Judgment. The proposed Final Judgment was drafted to restore all competition that would otherwise be harmed by the merger. Defendants agree that they will abide by the proposed Final Judgment, and that they may be held in contempt of this Court for failing to comply with any provision of the proposed Final Judgment that is stated specifically and in reasonable detail, as interpreted in light of this procompetitive purpose.

Paragraph XIII(C) of the proposed Final Judgment provides that should the Court find in an enforcement proceeding that Defendants have violated the Final Judgment, the United States may apply to the Court for a one-time extension of the Final Judgment, together with such other

relief as may be appropriate. In addition, in order to compensate American taxpayers for any costs associated with the investigation and enforcement of violations of the proposed Final Judgment, Paragraph XIII(C) provides that in any successful effort by the United States to enforce the Final Judgment against a Defendant, whether litigated or resolved prior to litigation, that Defendant agrees to reimburse the United States for attorneys' fees, experts' fees, or costs incurred in connection with any enforcement effort, including the investigation of the potential violation.

Paragraph XIII(D) states that the United States may file an action against a Defendant for violating the Final Judgment for up to four years after the Final Judgment has expired or been terminated under Section XIV. This provision is meant to address circumstances such as when evidence that a violation of the Final Judgment occurred during the term of the Final Judgment is not discovered until after the Final Judgment has expired or been terminated or when there is not sufficient time for the United States to complete an investigation of an alleged violation until after the Final Judgment has expired or been terminated. This provision, therefore, makes clear that, for four years after the Final Judgment has expired or been terminated, the United States may still challenge a violation that occurred during the term of the Final Judgment.

Finally, Section XIV of the proposed Final Judgment provides that the Final Judgment shall expire ten years from the date of its entry, except that after five years from the date of its entry, the Final Judgment may be terminated upon notice by the United States to the Court and Defendants that the divestitures have been completed and that the continuation of the Final Judgment is no longer necessary or in the public interest.

The divestitures of these assets to an Acquirer acceptable to the United States will

eliminate the anticompetitive effects of the acquisition in the relevant markets by establishing a new, independent, and economically viable competitor.

IV.

REMEDIES AVAILABLE TO POTENTIAL PRIVATE LITIGANTS

Section 4 of the Clayton Act, 15 U.S.C. § 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. § 16(a), the proposed Final Judgment has no prima facie effect in any subsequent private lawsuit that may be brought against Defendants.

V.

PROCEDURES AVAILABLE FOR MODIFICATION OF THE PROPOSED FINAL JUDGMENT

The United States and Defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within 60 days of the date of publication of this Competitive Impact Statement in the Federal Register, or the last date of publication in a newspaper of the summary of this

Competitive Impact Statement, whichever is later. All comments received during this period will be considered by the United States Department of Justice, which remains free to withdraw its consent to the proposed Final Judgment at any time prior to the Court's entry of judgment. The comments and the response of the United States will be filed with the Court. In addition, comments will be posted on the U.S. Department of Justice, Antitrust Division's internet website and, under certain circumstances, published in the Federal Register.

Written comments should be submitted to:

Maribeth Petrizzi, Chief
Defense, Industrials, and Aerospace Section
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United States Department of Justice
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The proposed Final Judgment provides that the Court retains jurisdiction over this action, and the parties may apply to the Court for any order necessary or appropriate for the modification, interpretation, or enforcement of the Final Judgment.

## VI.

## ALTERNATIVES TO THE PROPOSED FINAL JUDGMENT

The United States considered, as an alternative to the proposed Final Judgment, a full trial on the merits against Defendants. The United States could have continued the litigation and sought preliminary and permanent injunctions against Defendant's acquisition of Bemis. The United States is satisfied, however, that the divestitures of assets described in the proposed Final Judgment will preserve competition for the provision of Medical Flexible Packaging in the relevant markets identified by the United States. Thus, the proposed Final Judgment would

achieve all or substantially all of the relief the United States would have obtained through litigation, but avoids the time, expense, and uncertainty of a full trial on the merits of the Complaint.

VII.

STANDARD OF REVIEW UNDER THE APPA
FOR THE PROPOSED FINAL JUDGMENT

The Clayton Act, as amended by the APPA, requires that proposed consent judgments in antitrust cases brought by the United States be subject to a 60-day comment period, after which the court shall determine whether entry of the proposed Final Judgment "is in the public interest." 15 U.S.C. § 16(e)(1). In making that determination, the court, in accordance with the statute as amended in 2004, is required to consider:

> (A) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and
>
> (B) the impact of entry of such judgment upon competition in the relevant market or markets, upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. § 16(e)(1)(A) & (B). In considering these statutory factors, the court's inquiry is necessarily a limited one as the government is entitled to "broad discretion to settle with the defendant within the reaches of the public interest." *United States v. Microsoft Corp.*, 56 F.3d 1448, 1461 (D.C. Cir. 1995); *United States v. U.S. Airways Grp, Inc.*, 38 F. Supp. 3d 69, 75 (D.D.C. 2014) (explaining that the "court's inquiry is limited" in Tunney Act settlements); *United States v. InBev N.V./S.A.*, No. 08-1965 (JR), 2009 U.S. Dist. LEXIS 84787, at *3 (D.D.C.

Aug. 11, 2009) (noting that the court's review of a consent judgment is limited and only inquires "into whether the government's determination that the proposed remedies will cure the antitrust violations alleged in the complaint was reasonable, and whether the mechanism to enforce the final judgment are clear and manageable").

As the United States Court of Appeals for the District of Columbia Circuit has held, under the APPA a court considers, among other things, the relationship between the remedy secured and the specific allegations in the government's complaint, whether the Final Judgment is sufficiently clear, whether its enforcement mechanisms are sufficient, and whether the Final Judgment may positively harm third parties. *See Microsoft*, 56 F.3d at 1458-62. With respect to the adequacy of the relief secured by the Final Judgment, a court may not "engage in an unrestricted evaluation of what relief would best serve the public." *United States v. BNS, Inc.*, 858 F.2d 456, 462 (9th Cir. 1988) (quoting *United States v. Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir. 1981)); *see also Microsoft*, 56 F.3d at 1460-62; *United States v. Alcoa, Inc.*, 152 F. Supp. 2d 37, 40 (D.D.C. 2001); *InBev*, 2009 U.S. Dist. LEXIS 84787, at *3. Instead:

> [t]he balancing of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of insuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement is "*within the reaches of the public interest*." More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.

*Bechtel*, 648 F.2d at 666 (emphasis added) (citations omitted).[2]

[2] *See also BNS*, 858 F.2d at 464 (holding that the court's "ultimate authority under the [APPA] is limited to approving or disapproving the consent decree"); *United States v. Gillette Co.*, 406 F. Supp. 713, 716 (D. Mass. 1975) (noting that, in this way, the court is constrained to "look at the overall picture not hypercritically, nor with a microscope, but with an artist's reducing glass").

The United States' predictions with respect to the efficacy of the remedy are to be afforded deference by the Court. *See, e.g.*, *Microsoft*, 56 F.3d at 1461 (recognizing courts should give "due respect to the Justice Department's . . . view of the nature of its case'"); *United States v. Iron Mountain, Inc.*, 217 F. Supp. 3d 146, 152–53 (D.D.C. 2016) ("In evaluating objections to settlement agreements under the Tunney Act, a court must be mindful that [t]he government need not prove that the settlements will perfectly remedy the alleged antitrust harms[;] it need only provide a factual basis for concluding that the settlements are reasonably adequate remedies for the alleged harms." (internal citations omitted)); *United States v. Republic Servs., Inc.*, 723 F. Supp. 2d 157, 160 (D.D.C. 2010) (noting "the deferential review to which the government's proposed remedy is accorded"); *United States v. Archer-Daniels-Midland Co.*, 272 F. Supp. 2d 1, 6 (D.D.C. 2003) ("A district court must accord due respect to the government's prediction as to the effect of proposed remedies, its perception of the market structure, and its view of the nature of the case."). The ultimate question is whether "the remedies [obtained in the Final Judgment are] so inconsonant with the allegations charged as to fall outside of the 'reaches of the public interest.'" *Microsoft*, 56 F.3d at 1461 (*quoting United States v. Western Elec. Co.*, 900 F.2d 283, 309 (D.C. Cir. 1990)).

Moreover, the court's role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States has alleged in its complaint, and does not authorize the court to "construct [its] own hypothetical case and then evaluate the decree against that case." *Microsoft*, 56 F.3d at 1459; *see also U.S. Airways*, 38 F. Supp. 3d at 75 (noting that the court must simply determine whether there is a factual foundation for the government's decisions such that its conclusions regarding the proposed settlements are reasonable); *InBev*,

2009 U.S. Dist. LEXIS 84787, at *20 ("the 'public interest' is not to be measured by comparing the violations alleged in the complaint against those the court believes could have, or even should have, been alleged"). Because the "court's authority to review the decree depends entirely on the government's exercising its prosecutorial discretion by bringing a case in the first place," it follows that "the court is only authorized to review the decree itself," and not to "effectively redraft the complaint" to inquire into other matters that the United States did not pursue. *Microsoft*, 56 F.3d at 1459-60.

In its 2004 amendments to the APPA,[3] Congress made clear its intent to preserve the practical benefits of utilizing consent Final Judgments in antitrust enforcement, adding the unambiguous instruction that "[n]othing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene." 15 U.S.C. § 16(e)(2); *see also U.S. Airways*, 38 F. Supp. 3d at 76 (indicating that a court is not required to hold an evidentiary hearing or to permit intervenors as part of its review under the Tunney Act). This language explicitly wrote into the statute what Congress intended when it first enacted the Tunney Act in 1974. As Senator Tunney explained: "[t]he court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process." 119 Cong. Rec. 24,598 (1973) (statement of Sen. Tunney). "A court can make its public interest determination based on the competitive impact statement and response to public comments alone." *U.S. Airways*, 38 F. Supp. 3d at 76 (citing *United States v. Enova Corp.*, 107 F. Supp. 2d 10, 17 (D.D.C. 2000)).

[3] Pub. L. 108-237, § 221.

VIII.

DETERMINATIVE DOCUMENTS

There are no determinative materials or documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final Judgment.

Dated: June 14, 2019

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I, Rebecca Valentine, hereby certify that on June 14, 2019, I caused a copy of the foregoing Competitive Impact Statement to be served upon Defendants Amcor Limited and Bemis Company, Inc. by sending the documents by electronic mail to the individuals listed below and filing the document with the court's electronic-filing system, which will send electronic notice to the following registered users:

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