UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES ACT OF 1933
Release No. 10703 / September 27, 2019

SECURITIES EXCHANGE ACT OF 1934
Release No. 87131 / September 27, 2019

ADMINISTRATIVE PROCEEDING
File No. 3-19536

In the Matter of

Herbalife Nutrition Ltd.,

Respondent.

ORDER INSTITUTING CEASE-AND-DESIST PROCEEDINGS PURSUANT TO SECTION 8A OF THE SECURITIES ACT OF 1933 AND SECTION 21C OF THE SECURITIES EXCHANGE ACT OF 1934, MAKING FINDINGS, AND IMPOSING A CEASE-AND-DESIST ORDER

I.

The Securities and Exchange Commission ("Commission") deems it appropriate that cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 8A of the Securities Act of 1933 ("Securities Act") and Section 21C of the Securities Exchange Act of 1934 ("Exchange Act"), against Herbalife Nutrition Ltd. ("Herbalife" or "Respondent").

II.

In anticipation of the institution of these proceedings, Respondent has submitted an Offer of Settlement (the "Offer") which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, and without admitting or denying the findings herein, except as to the Commission's jurisdiction over it and the subject matter of these proceedings, which are admitted, Respondent consents to the entry of this Order Instituting Cease-and-Desist Proceedings Pursuant to Section 8A of the Securities Act of 1933 and Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order ("Order"), as set forth below.

III.

On the basis of this Order and Respondent's Offer, the Commission finds[1] that:

SUMMARY

1. Between 2012 and 2018, Herbalife – a direct selling company with operations in over 90 countries – made false and misleading public statements in numerous U.S. regulatory filings regarding its China business model and, thus, misleading and depriving investors of information to fully evaluate the risks regarding Herbalife's compensation system under Chinese law.[2]

2. According to the U.S. Federal Trade Commission ("FTC"), "Multi-level marketing is one form of direct selling. Generally, a multi-level marketer (MLM) distributes products or services through a network of salespeople who are not employees of the company and do not receive a salary or wage. Instead, members of the company's salesforce usually are treated as independent contractors, who may earn income depending on their own revenues and expenses. Typically, the company does not directly recruit its salesforce, but relies upon its existing salespeople to recruit additional salespeople, which creates multiple levels of 'distributors' or 'participants' organized in 'downlines.' A participant's 'downline' is the network of his or her recruits, and recruits of those recruits, and so on." Also, according to the FTC, "Typically, distributors earn commissions, not only for their own sales, but also for sales made by the people they recruit."

3. Herbalife's higher-level distributors, called "sales leaders" worldwide, are referred to as Service Providers ("SPs") in China.

4. During the relevant period, Herbalife, which generally operates as an MLM in most countries, stated in quarterly and annual Commission filings (*i.e.*, its Forms 10-K and 10-Q), that, "[i]n China, while direct selling is permitted, multi-level marketing is not. As a result, our business model in China differs from that used in other countries"; and that, "[d]ue to restrictions on direct selling in China, our independent service providers in China are compensated with service fees instead of the distributor allowances and royalty overrides utilized in our traditional marketing program." These and similar Herbalife public statements concerning how SP compensation is determined were materially false and misleading because Herbalife employed a very similar compensation model in China to the one it employed in every other country. In fact, Herbalife calculated eligible SP compensation using its worldwide system, which is based on downline

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1 The findings herein are made pursuant to Respondent's Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

2 This order does not make any findings regarding whether Herbalife did, or did not, violate Chinese law.

purchases, and in almost all cases, actual individual SP compensation was almost the same as the amounts calculated under Herbalife's worldwide system.

RESPONDENT

5. Herbalife is a Cayman Islands corporation headquartered in Los Angeles, California. Herbalife's common stock is registered with the Commission pursuant to Section 12(b) of the Exchange Act and is traded on the New York Stock Exchange. Herbalife files periodic reports, including Forms 10-K and 10-Q, with the Commission pursuant to Section 13(a) of the Exchange Act and related rules thereunder. Herbalife currently operates in 94 countries, including China.

6. According to Herbalife's public filings, between 2012 and 2015, China was Herbalife's largest revenue growth region, accounting for approximately 19% of Herbalife's worldwide sales by 2015. In 2017 and 2018, China continued to account for approximately 20% of Herbalife's worldwide sales, with annual 2017 and 2018 net sales in China of approximately $886 million and $1 billion, respectively.

FACTS

Background: Herbalife

7. Herbalife sells its products through a network of distributors, who are independent contractors under its worldwide system. Each distributor must be sponsored by an existing distributor, joining a hierarchy of distributors.

8. Under its worldwide system, an Herbalife distributor was eligible to become a sales leader if he achieves a specified amount of product purchases through his own purchases or the purchases of his downline, which is the network of distributors he recruited and those they recruit.

9. Under Herbalife's worldwide compensation system, sales leaders are eligible to receive additional commission payments from Herbalife, called royalty overrides and production bonuses, which are based on purchases made by their downlines.

Background: China and Herbalife

10. MLMs are prohibited in China. In 2005, China's State Council promulgated the Regulation on Direct Selling and the Regulation on the Prohibition of Pyramid Selling, which allowed licensed companies to engage in direct selling under strict conditions.

11. Direct selling includes two business models: (i) single-level marketing, in which a direct seller earns money by buying products from a parent organization and selling them directly to customers; and (ii) MLM, in which a direct seller may earn money from both direct sales to customers and by recruiting other direct sellers and earning commissions from their purchases

from the parent organization. China allows the single-level marketing form of direct selling, but not MLMs.

12. Under China's Regulation on Direct Selling, the compensation paid to any direct seller must be "calculated on the basis of the income gained from selling products directly to consumers" by the direct seller herself, and "the total remuneration (including commission, bonus, various awards and other economic benefits, and etc.) may not exceed 30% of the income gained from selling products directly to consumers" by the direct seller herself. The Regulation on Direct Selling also states that "a direct selling company and its branches may recruit [direct sellers]. Any other entity or individual is not allowed to recruit."

13. China's Regulation on Prohibition of Pyramid Selling prohibits "calculating and paying the remuneration to an upper-level promoter on the basis of the sales performance of the promoters below."

14. In response to these prohibitions, Herbalife purported to pay its SPs based on hours worked. To calculate SPs' eligible compensation, however, Herbalife first calculated individual compensation using its worldwide system, which is based on downline purchases. Herbalife then made certain immaterial adjustments, and ultimately paid the SPs compensation in amounts almost the same as the amounts calculated using the worldwide system.[3] Herbalife's business in China ("Herbalife China") assigned hourly rates to SPs based on their levels, which generally corresponded to levels in the worldwide system. To move up the worldwide system levels, an SP must accumulate a specified amount of downline purchases and corresponding royalty overrides in the worldwide system. The hourly rates increased as the SP moved up to higher levels in the worldwide system. At least prior to 2018, in written, external communications in China concerning the SP compensation system, Herbalife did not state that (i) its SP compensation system uses the SPs' downline purchases to calculate compensation, and (ii) an SP's hourly rate is based on his level in the worldwide system.

15. In the case of new distributors of Herbalife China that were referred by an SP, the SP was identified as an "emergency contact" on the new distributor's application form. The "emergency contact" (*i.e.*, the SP) and new distributor were then entered into Herbalife's worldwide system, for the purpose of calculating eligible compensation.

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[3] With some exceptions, Herbalife sales leaders worldwide generally are eligible to receive a 50% discount on product purchases, while discounts are capped in China at 30% (which Herbalife pays in the form of a rebate). Although this 50%/30% distinction may affect the amount of compensation SPs receive relative to their Herbalife worldwide counterparts, Herbalife still calculates SP compensation using its worldwide system.

Herbalife's SP Compensation System

16. For years, Herbalife's U.S. executives expressed concern internally regarding Herbalife's compensation system in China. In a June 12, 2009 telephone call, Herbalife's U.S. executive in charge of its China compensation system ("Herbalife Executive 1") told other Herbalife U.S. executives: ". . . we don't have anything for [the SPs] to say when they turn in their invoices for services. We're not telling them to bill us by hours or at a rate per hour or for doing what. . . . We're going to develop criteria that they have to say that they performed in order, as part of their invoice and be a little vague about it until we develop it." Another Herbalife U.S. executive on the same call explained that "the payout collectively will be identical," to which a former Herbalife China executive ("Herbalife China Executive A") responded, "if they still get paid in the same amount, it's not a problem for them."

17. Thereafter, Herbalife modified its compensation system in China. Each month, Herbalife calculated the compensation for each SP based using its worldwide system, just as it did for every distributor worldwide. Herbalife then sent a file to Herbalife China that contained the total eligible earnings for each SP. Herbalife China then divided each SP's total earnings amount by an hourly rate to calculate a number of hours that it then sent via text messages to notify each SP of the hours that SP could invoice Herbalife for that month. Each SP then obtained a tax invoice for the amount that was texted, attached that invoice to an application listing the number of hours the SP claimed to have worked for that month and submitted the application to Herbalife for payment. If the SP submitted an invoice with the full number of hours, he would be paid the full compensation calculated under the worldwide system.

18. In 2012, Herbalife's U.S. executives were told that, notwithstanding Herbalife's SP hourly-wage invoicing system, in fact, the compensation calculated pursuant to this system did not differ materially from its worldwide (MLM-commission) compensation system. For example, during a telephone call on January 31, 2012, an Herbalife China executive ("Herbalife China Executive B") told an Herbalife executive ("Herbalife Executive 2") and other Herbalife U.S. executives that Herbalife calculated the compensation for SPs in the same way it did worldwide, and that SPs "back into the hours." During that same call, Herbalife China Executive B said that: (i) this invoicing system was created "just for the legal purpose, direct selling legal purpose locally;" (ii) SPs submitted their invoices after Herbalife told them the amount to invoice; and (iii) the hours were just "for the legal purpose, not actual."

19. During a February 2, 2012 telephone call, another former Herbalife China executive ("Herbalife China Executive C") explained to Herbalife Executive 2: "Actually, you know, in China, you know, everything's the same with the other markets. We are – we are a multilevel marketing company, you know. We hire distributor to sell our products, but the tricky thing in China is, by the law, you know, multilevel marketing plan is not permitted. So, it should – you should be smart enough to create a model to do business in China. All other direct selling companies – we all do same thing in China. We all do same thing. All distributor – all direct selling companies in China, they adopt a multilevel sales marketing model. But why we create this kind of model to do business, because it's – otherwise you are – you are not permitted to do

business." Also during that same call, Herbalife Executive 2 asked, "How do they know how much to invoice us?" and Herbalife China Executive C responded, "We tell them. We tell them how much you earn and they will issue our invoice." On the same call, Herbalife China Executive C also said that the work listed on the invoices was "just something prepared for potential challenge, audit, or something like that."

SP Invoices

20. According to five former SPs, the hours listed on their invoices did not bear any relation to actual hours worked. Consistent with those SPs' experience, SP invoices nearly always listed the exact number of hours that Herbalife texted to the SPs as their eligible hours. Thus, of the 382,539 timely SP invoices submitted to Herbalife in 2015 and 2016, only 174 payments (.05%) were different from the texted amounts. Of those 174 different payments, 171 had a difference of 10 RMB (then approximately $1.50) or less.

21. Furthermore, SPs did not themselves list their hours or describe the services they purportedly performed on a form they attached to their invoices. Rather, the SP forms were pre-printed by Herbalife China with the number of hours for various, specific services on the forms sent to the SPs for their signature.

22. The hourly-wage rates that Herbalife China set for each SP were high in comparison to comparable hourly wages in China. For example, from at least 2012 to 2016, the SPs' hourly rates ranged from $40 to $555, with rates increasing as each SP attained a higher level. By contrast, in 2016, the average Chinese white collar worker's pay was $7.62 per hour. As a consequence of the SPs' high hourly-wage rates, the eligible hours required to get full compensation generally were quite low. The mean number of monthly eligible hours for SPs was as follows: 16 hours in 2013; 13 hours in 2014; 11 hours in 2015; and 9 hours in 2016.

23. Even using high hourly wages, the monthly compensation of top SPs was at times too high to translate into an eligible number of hours that any one person reasonably could perform in a given month. Herbalife China permitted SPs to include in their invoiced hours work performed by other individuals who purportedly worked with the SPs. However, SPs were not required to identify the individuals who purportedly worked the additional hours.

24. In 2012 and 2013, some Herbalife U.S. executives were aware that SP invoices generally did not accurately reflect hours worked by SPs. For example, as described in paragraphs 18-19 above, Herbalife Executive 2 was advised that the invoice hours were "not actual" and "just something prepared for potential challenge, audit, or something like that."

25. In addition, on a March 7, 2013 telephone call, Herbalife Executive 1 reminded everyone on the call that a senior executive at Herbalife ("Herbalife Executive 3") wanted to be sure that "starting in October [2013] we would be telling the service providers that they would be authorized to invoice us for a maximum number of hours. That's what the text messages were supposed to be that you guys were sending out." Herbalife Executive 1 then said: "Obviously for

all of us on the phone, I'm just going to speak and hope it's not being recorded anyplace in the world. If I'm a service provider and you tell me that I can bill you for a maximum of 201 hours, I'm probably going to bill you for 201 hours . . . and I'm going to have the supporting documents that will somehow magically support that. But it's very important from [Herbalife Executive 3]'s perspective for us to be able to say it in that manner."

Herbalife's SP Compensation System Adjustments

26. Beginning in August 2012, prompted by an analyst's research report that an Herbalife competitor was operating an MLM in China, Herbalife applied certain adjustments to Herbalife's calculations of SP monthly payments. The adjustments, however, did not materially change SP compensation. In 2012 and 2013, Herbalife conducted trial runs of its adjustments to the SP payments, modifying the formulas so that SP compensation would be close to the earnings calculated using the worldwide system. Herbalife Executive 1 created a model that would remove about 10% of each SP's royalty overrides, pool those amounts, and redistribute them according to certain qualitative criteria, with the aim of coming as close as possible to the amounts taken out in the first place.

27. Thus, on an October 18, 2012 telephone call, Herbalife Executive 1 explained to Herbalife China Executive A how Herbalife Executive 3 had asked Herbalife Executive 1 to create a system with additional payment criteria but redistributed them back to the SPs under the label "qualitative criteria." On that call, Herbalife Executive 1 stated that Herbalife Executive 3 "really, really, really, continued with, you know, having me figure out how to take some of the money – some of the JX [royalty overrides] from everybody that's got to invoice us, and reallocate it back through these qualitative criteria." During the same call, Herbalife Executive 1 told Herbalife China Executive A that Herbalife Executive 3 liked the new model "because it's complicated."

28. On an October 26, 2012 telephone call, Herbalife Executive 1 again spoke with Herbalife China Executive A to let him know that Herbalife Executive 1 was modeling two possible formulas of qualitative criteria adjustments. In this call, Herbalife China Executive A asked which formula was preferred by Herbalife Executive 3, and Herbalife Executive 1 responded that "it doesn't matter to [Herbalife Executive 3] . . . he wants to be able to say that we're not – we are absolutely – the payout that we do does not match downline sales . . . we do other qualitative criteria, blah, blah, blah." During the same call, Herbalife China Executive A and Herbalife Executive 1 agreed that the most important consideration is "which model is more accurate to our current model." They also agreed to tell the top SPs about the formulas, but not in writing: "we can start telling them, not giving them, not texting them . . . telling them that on voice conversations."

29. During a March 7, 2013 call, Herbalife Executive 1 acknowledged that the qualitative criteria adjustments did not make any material difference to monthly SP payments, saying: "The criteria thing is going to take a little bit of money from one person and give a little bit of money to the other person. The following month it might be the reverse. We're going to keep track along the way of how much we're doing, and I'm going to talk to [Herbalife Executive 3] and

if we have to, we're going to do some sort of adjustment factor." Herbalife China Executive A replied: "Do what you can do to maintain their before and after, make sure . . . there's no huge gap . . . make sure no big difference."

30. In aggregate, the new adjustments made zero difference to the total amount of eligible SP monthly payments because the algorithm took 10% from each SP, pooled the amount, and redistributed it among the same number of SPs. On the individual SP level, the qualitative adjustments caused less than a 1% difference in earnings for 97% of SPs in 2014, and less than a 1% difference for 98% of SPs in 2015 and 2016.

Herbalife's Public Statements

31. Since at least 2012, Herbalife stated publicly that it operates a different business model in China than it does worldwide because MLMs are illegal in China. In its 2011 Form 10-K filed on February 21, 2012 ("2011 10-K"), Herbalife stated that "China has its own unique marketing program." It also stated: "Due to restrictions on direct selling in China, our sales employees in China, prior to the transition into independent service providers, were compensated with wages, bonuses and benefits and our independent service providers in China are compensated with service fees instead of the distributor allowances and royalty overrides utilized in our traditional marketing program."

32. In its 2012 Form 10-K filed on February 19, 2013 ("2012 10-K") and 2013 Form 10-K filed on February 18, 2014 ("2013 10-K"), Herbalife stated that "China has its own unique marketing program which differs from [Herbalife's worldwide system] . . . Under the regulations published by the Chinese Government, direct selling companies are limited to the payment of gross compensation to direct sellers of up to a maximum 30% of the revenue they generate through their own sales of products to consumers."

33. In its 2015 Form 10-K filed on February 25, 2016 ("2015 10-K"), 2016 Form 10-K filed on February 23, 2017 ("2016 10-K"), and 2017 Form 10-K filed on February 22, 2018 ("2017 10-K"), Herbalife stated that "[i]n China, while direct selling is permitted, multi-level marketing is not. As a result, our business model in China differs from that used in other countries."

34. In its 2014 Form 10-K filed on February 26, 2015 ("2014 10-K") and 2015 10-K, Herbalife referred to payments to SPs as "service fees," and stated that SPs are "compensated for the marketing services they provide." In its 2016 10-K and 2017 10-K, Herbalife changed this language to "marketing, sales and support services they provide."

35. Since February 2012, Herbalife stated publicly that it does not pay commissions to its distributors in China, as it does in the rest of the world. In its 2011 10-K, 2012 10-K, 2013 10-K, 2014 10-K, and 2015 10-K, it stated that "due to restrictions on direct selling in China, our independent service providers in China are compensated with service fees instead of the distributor allowances and royalty overrides utilized in our traditional marketing program." In all of its Forms 10-Q filed between April 30, 2012 and November 1, 2016, Herbalife included that same statement.

In its 2016 10-K, Herbalife changed this statement to read: "Due to restrictions on direct selling in China, our independent service providers in China are compensated for marketing, sales, and support services with fees reflecting the quality of their service, sales contributions and other factors instead of the distributor allowances and royalty overrides utilized in our traditional marketing program."

36. When describing publicly the commissions that Herbalife paid to its worldwide distributors, Herbalife expressly excepted China. In its 2013 10-K, 2014 10-K, and 2015 10-K, Herbalife stated: "Members, with the exception of those in China, earn the right to receive royalty overrides upon attaining the level of sales leader and above, and production bonuses upon attaining a level to Global Expansion Team and above." Herbalife modified this language in its 2016 10-K and 2017 10-K to state: "Members, with the exception of those in China and our preferred members, earn the right to receive royalty overrides upon attaining the level of sales leader and above, and production bonuses upon attaining a level to Global Expansion Team and above."

37. Beginning with its Form 10-Q for the quarter ended March 31, 2017, filed on May 4, 2017, Herbalife added the following:

> In China, our independent service providers are compensated for marketing, sales support, and other services instead of the distributor allowances and royalty overrides utilized in our global marketing plan. The service hours and related fees eligible to be earned by and then paid to independent service providers are based on a number of factors including the sales generated by them and by others to whom they may provide marketing, sales support and other services, the quality of their service and other factors as well as any potential future sales generated from the recently announced and expanded online ordering platform. Total compensation available to our independent service providers in China can generally be comparable to the total compensation available to other sales leaders globally.

This language was included in Herbalife's Forms 10-Q for the periods ended on June 30, 2017, and September 30, 2017, and also in its 2017 10-K (although the 2017 10-K excluded the clause "and then paid"). Although these statements stated publicly for the first time that SP eligible compensation was based on, among other things, "sales generated by them and by others to whom they may provide marketing, sales support and other services," Herbalife continued to omit the material fact that its calculation of eligible SP compensation was based on its worldwide system.

38. The Herbalife public statements between February 2012 and August 2018 referenced above were false and misleading because, in fact, Herbalife calculated eligible SP compensation using its worldwide system, which is based on downline purchases. Moreover, in the Herbalife Commission filing statements between February 2012 and May 2017 referenced above, Herbalife misleadingly omitted to disclose the material fact that, in

almost all cases, actual individual SP compensation was almost the same as the amounts calculated under the worldwide system.

39. In its Form 10-Q for the quarter ended June 30, 2018, filed on August 1, 2018, Herbalife stated publicly for the first time that SPs' eligible compensation is determined, at least initially, using Herbalife's worldwide system. In particular, Herbalife stated that it calculated eligible compensation as follows:

> Total compensation available to our independent service providers in China can generally be comparable to the total compensation available to other sales leaders globally. The company does this by performing an analysis in our worldwide system to estimate the potential compensation available to the Service Providers, which is generally comparable to that of sales leaders in other countries. After adjusting such amounts for other factors and dividing by each service provider's hourly rate, we then notify each independent service provider the maximum hours of work for which they are eligible to be compensated in the given month. In order for a service provider to be paid, the Company requires each service provider to invoice the Company for their services.

Herbalife Bond Offering

40. On February 3, 2014, Herbalife issued $1.15 billion in convertible bonds. During Herbalife's bond offering due diligence interviews, the underwriters asked Herbalife about its China business model, to assess the risk of Chinese government action against Herbalife. Herbalife's bond offering memorandum incorporated by reference the false and misleading 2012 10-K and Forms 10-Q for the first three quarters of 2013.

VIOLATIONS

41. As a result of the conduct described above, Herbalife violated Sections 17(a)(2) and 17(a)(3) of the Securities Act [15 U.S.C. §§ 77q(a)(2) and (3)], which make it unlawful for any person in the offer or sale of any securities by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, to obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

42. Further, as a result of the conduct described above, Herbalife violated Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 12b-20, 13a-1, and 13a-13 thereunder, which require every issuer of a security registered pursuant to Section 12 of the Exchange Act file with the Commission, among other things, annual and quarterly reports as the Commission may require, and mandate that periodic reports contain such further material information as may be necessary to make the required statements not misleading.

IV.

In view of the foregoing, the Commission deems it appropriate to impose the sanctions agreed to in Respondent Herbalife's Offer.

Accordingly, it is hereby ORDERED that**:**

A. Pursuant to Section 8A of the Securities Act and Section 21C of the Exchange Act, Respondent Herbalife cease and desist from committing or causing any violations and any future violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act and Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-13 thereunder.

B. Respondent shall, within 10 days of the entry of this Order, pay a civil money penalty in the amount of $20,000,000 to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). If timely payment is not made, additional interest shall accrue pursuant to 31 U.S.C. §3717.

Payment must be made in one of the following ways:

(1) Respondent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request;

(2) Respondent may make direct payment from a bank account via Pay.gov through the SEC website at http://www.sec.gov/about/offices/ofm.htm; or

(3) Respondent may pay by certified check, bank cashier's check, or United States postal money order, made payable to the Securities and Exchange Commission and hand-delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch
HQ Bldg., Room 181, AMZ-341
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

Payments by check or money order must be accompanied by a cover letter identifying Herbalife as a Respondent in these proceedings, and the file number of these proceedings; a copy of the cover letter and check or money order must be sent to Sanjay Wadhwa, Securities and Exchange Commission, New York Regional Office, Brookfield Place, 200 Vesey Street, New York, NY 10281-1022.

By the Commission.

Vanessa A. Countryman
Secretary