Revenue recognition and the automotive industry: shifting into a new gear

At a glance

An Exposure Draft (ED), *Revenue from Contracts with Customers*, was issued in June 2010. The ED proposes a single, contract-based asset and liability model in which revenue is recognized upon the satisfaction of performance obligations.

We believe that companies will likely need to fundamentally change their approach to the revenue process as the ED represents a new way of thinking about revenue recognition.

The changes resulting from the ED would reach beyond financial reporting with impact to entity-wide functions (e.g., IT systems), key financial statement metrics, and legal contracts (e.g., debt covenants and contracts with customers).
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Shifting into a new gear

The automotive industry can expect significant changes to the current revenue recognition models under U.S. GAAP and IFRS. That is certain. The revenue recognition exposure draft is not just a facelift of the same old standards; the FASB and IASB have unveiled a redesign of the guidance that will likely impact every player in the global automotive industry.

Current U.S. GAAP contains more than one hundred revenue recognition standards and is often criticized as being too rules-driven, burdensome to apply and inconsistent with the economics of certain transactions. Current IFRS, on the other hand, has only two revenue recognition standards. While these standards provide a solid foundation, they have been viewed as being difficult to apply to complex transactions. The Boards’ objective is to create a single standard to address these challenges.

The Boards released an Exposure Draft (ED), Revenue from Contracts with Customers, on June 24, 2010 which proposes a single, contract-based asset and liability model in which revenue is recognized upon the satisfaction of performance obligations. Satisfaction of a performance obligation occurs when control of an asset (either a good or service) transfers to the customer. The proposed balance sheet approach to revenue recognition is a significant shift from current revenue models that are based on the culmination of an earnings process. This change introduces a new way of thinking about revenue recognition and we believe that companies will need to fundamentally change the way they approach the revenue process throughout their organization.

The following discussion will introduce the primary steps in the proposed revenue recognition model and will explore the potential impact on key areas affecting the automotive industry.

A new model rolls into the showroom

The proposed standard employs an asset and liability approach, the cornerstone of the Boards’ conceptual framework. Inherent in any contract is the right to receive consideration (i.e., a contract asset) and an obligation to provide goods or perform services (i.e., a contract liability). If an entity transfers goods or services to a customer before the customer pays consideration, the entity will present a net contract asset. A net contract liability is recorded when the entity has received consideration prior to transferring goods or services to the customer. Revenue is recognized when contract assets increase or contract liabilities decrease as a result of satisfying performance obligations. A performance obligation is a promise to transfer an asset (either a good or service) to a customer. For example, a supplier typically satisfies its contract obligation with an OEM through the delivery of parts, resulting in
a decrease in its gross contract liability and, therefore, an increase in the amount of revenue recognized.

The proposal includes a five-step process to apply the new model:

1. Identify the contract(s) with a customer
2. Identify the separate performance obligations in the contract
3. Determine the transaction price
4. Allocate the transaction price to the separate performance obligations
5. Recognize revenue when performance obligations are satisfied

**Key Takeaway**

While the identification of contracts is not expected to be particularly difficult, this step in the process could result in changes within the automotive industry. We anticipate that there will be certain contractual arrangements (e.g., contracts for pre-production activities related to long-term supply arrangements and certain contract modifications) that may need to be considered together, as a single contract, for accounting purposes. This determination could result in earlier revenue recognition under the proposed standard compared to today’s accounting.
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Step 2: Identify the separate performance obligations in the contract

The objective of identifying and separating performance obligations is to ensure revenue is recognized when the performance obligations are satisfied (i.e., goods and services are transferred to the customer). Contracts must be evaluated to ensure that all performance obligations are identified.

An enforceable promise to transfer an asset to a customer, whether explicit, implicit, or created constructively through past practice, is a performance obligation. The concept is similar to today’s concept of an element or deliverable. Most contracts will explicitly identify performance obligations. However, performance obligations may arise in other ways. For example, legal or statutory requirements may create performance obligations. A performance obligation may also be created through customary business practices, such as an entity’s practice of providing customer support or warranty service for normal wear and tear. This may result in a greater number of obligations within an arrangement being identified compared to current practice, resulting in more revenue being deferred.

Multiple performance obligations (i.e., deliverables) in a contract should be accounted for separately if the promised goods or services are transferred at different times and are distinct from other goods or services promised in the contract. Delivery of goods or services at different times might indicate that they are distinct. Another indicator that a good or service is distinct is if the entity, or another entity, sells (or could sell) an identical or similar good or service separately. An OEM’s agreement to transfer a vehicle and to provide free maintenance on the vehicle, for example, would require separation if the vehicle was delivered at a different time than the performance of the free maintenance services and the vehicle and services were distinct. We expect that entities will be required to separately account for more performance obligations than today.

The following areas, while not all inclusive, are likely to be impacted by the new model and the requirement to indentify, and potentially separate, performance obligations.

Product Warranties

The proposed accounting for revenue related to product warranties will arguably have the most significant impact across the industry. Revenue recognition differs under the proposed standard depending on the objective of the warranty. The Boards’ current proposal draws a distinction between warranties that protect against latent defects in the product (i.e., those that exist when the product is transferred to the customer but are not yet apparent), and warranties that protect against faults that arise after the product is transferred to the customer (i.e., normal wear and tear).

Identifying the objective of a product warranty may be difficult in many cases. A standard warranty provided by an OEM today (e.g., coverage for a certain number of years or a specified mileage), for example, might have both objectives. When this is the case and a repair is expected, the requirement to determine whether

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the repair is the result of a latent defect or normal wear and tear will add another layer of complexity in determining the proper accounting for product warranties under the proposed standard.

Warranties for latent defects do not give rise to a separate performance obligation. Instead, the warranty requires an evaluation of whether the entity has satisfied its performance obligation to transfer the product to the customer. An entity recognizes revenue for products (or components of products) transferred to customers in the condition promised. Thus, entities that provide warranties for latent defects may not recognize revenue to the extent they expect products to be defective. Management will need to determine the likelihood and extent of defective products sold to customers at each reporting date. This estimate should include products that will require full replacement (e.g., the entire vehicle) and products that will require repair (e.g., a component of the vehicle). For components expected to be repaired or replaced, management will need to determine the amount of revenue to be allocated to those components at contract inception. Revenue associated with latent defects will be deferred under the proposed standard. A liability will be recorded for the deferred revenue and an asset will be recorded for the cost of each product for which revenue has been deferred. The asset represents the inventory that has not yet transferred to the customer in the condition promised. Revenue will be recognized when control transfers, which will generally be the earlier of when the products are replaced or repaired or when the warranty period expires.

Warranties for defects that are not latent defects and arise after the product has been transferred to the customer are considered a separate performance obligation. A portion of the transaction price is allocated to the promised warranty service at contract inception. Deferred revenue will be recorded for the portion of the transaction price allocated to the promised warranty service. Revenue will be recognized as the performance obligation is satisfied.

The Boards indicated that warranties required by statutory law should not give rise to a separate performance obligation. The law might require a company to repair or replace products that develop defects within a specified period from the time of sale. While statutory warranties may appear to be insurance warranties that cover faults arising after the time of sale, the Boards concluded that the law can be viewed as protecting the consumer from purchasing a defective product. Rather than requiring companies to determine if a product was defective at the time of sale, the law presumes that if a defect arises within a specified period that the product was defective at the time of sale.
Free maintenance periods

Some customers are offered free vehicle maintenance for a specified period of time or mileage (5 years or 50,000 miles for example) after taking delivery of a new vehicle. The maintenance is typically performed by certified dealers or other authorized service providers. The service providers typically incur the initial cost of maintenance, but are subsequently reimbursed by OEMs. Therefore, these arrangements would likely be considered separate performance obligations of the OEM as the contract to provide maintenance is effectively between the OEM and the end customer.

The OEM’s performance obligation related to free maintenance will depend upon the structure of the agreement between the OEM and the customer. For example, if the OEM agrees to provide free maintenance for the first two years of the vehicle’s life and there are no restrictions on how many times the customer can bring the vehicle in for service, then it is likely that there would be a single performance obligation for the free maintenance. In this example, the OEM would recognize revenue based on a systematic and rationale method over the free maintenance period. In another example, the OEM might agree to provide free maintenance every 5,000 miles (or 6 months, whichever comes first) for the first 15,000 miles (or 18 months, whichever comes first). It is likely that there are three performance obligations for the free maintenance in this example. The OEM would recognize revenue as the maintenance is performed or when the time period lapses, whichever comes first. We do not believe the pattern of revenue recognition will change significantly from current practice, as revenue is generally recognized today based on a systematic and rationale method that is aligned with the terms of the maintenance agreement.

Key Takeaway

The proposed guidance on accounting for product warranties is an area that will have substantial impact for OEMs and suppliers that provide warranties. Accounting for warranty costs has historically required estimates, but the proposed standard may create more subjectivity by requiring companies to determine the objective of product warranties and to allocate a portion of the transaction price to those warranties. These requirements add to the complexity involved in warranty estimates.

Revenue associated with products with latent defects will be deferred under the proposed standard. An asset representing the inventory that has not yet transferred to the customer in the condition promised will be recorded to reflect the cost of each product for which revenue has been deferred. Companies will need to consider the value of the defective products when measuring and recording the asset. For example, if the defective product would be scrapped and has little or no value, then the asset would be impaired. There is generally a matching between the recognition of revenue and the accrual of warranty expense under existing guidance. When there is a latent defect, however, the proposal’s requirement to defer revenue results in the margin related to providing the warranty being deferred until the earlier of when the warranty obligation is fulfilled (i.e., the products are replaced or repaired) or when the warranty period expires.

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Technological amenities
It is common for vehicles to be equipped with various technological ‘amenities’, such as satellite radio, navigation capabilities or roadside assistance functionality. These amenities may be provided by third-parties or directly by OEMs.

In some cases, revenue is recognized when vehicles are sold from the OEM to the dealer. In other cases, these services might be considered a separate element resulting in the deferral of revenue over some period of time (e.g., over the period that roadside assistance is provided free of charge). Under the proposed standard, it is important to consider whether the OEM has a performance obligation, either explicit or implicit, to provide the amenities to the end customer. Consider satellite radio service, for example. OEMs often provide satellite radio service for free for a trial period (e.g., three months) when a consumer purchases a new vehicle. Generally OEMs enter into separate contracts with third party satellite radio providers who are responsible for providing the satellite radio service to the end customer during the trial period. The OEM’s obligation to the end customer is to provide a working radio with the ability to receive satellite radio stations. It is likely that this obligation will be considered part of the OEM’s overall performance obligation to deliver a working vehicle as part of a company’s accounting for product warranties, whereas the third party satellite radio service provider will need to separately consider their obligation to provide service to the end customer. As highlighted by this example, determining the appropriate revenue recognition for these amenities will depend on the OEM’s performance obligation.

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Tooling arrangements
Tooling arrangements are common between OEMs and suppliers. Take the example discussed in step 1 where the price of tooling constructed by a supplier for an OEM is recovered through the sales price of parts supplied to the OEMs. There are likely two performance obligations in this situation. The supplier has a performance obligation to construct and transfer tooling to the OEM. The supplier also has a performance obligation to provide parts to the OEM. Today revenue is generally recognized under these arrangements as the parts are delivered by the supplier to the OEM. Under the proposed standard, revenue associated with tooling will likely be recognized before the transfer of parts assuming the construction and transfer of tooling is considered a separate performance obligation.
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“The OEM’s historical practice of providing marketing incentives may result in a reduction to revenue earlier than under today’s guidance.”

‘Try before you buy’ incentive
Return rights, such as 30 day trial periods whereby a customer can purchase a vehicle and return it for a refund up to 30 days from the date of purchase, require careful consideration. The Boards have proposed that revenue should not be recognized for goods expected to be returned; rather a liability for the expected amount of refunds to customers should be recognized. This refund liability will be updated each reporting period for changes in expectations. An asset and corresponding adjustment to cost of sales should also be recognized for the right to recover goods from customers on settling the refund liability. We believe that the proposed model to account for return rights is similar to today’s ‘failed sale’ model (i.e., revenue is not recognized for goods expected to be returned). Under today’s guidance the asset and liability are recorded net, while they will be grossed up under the proposed model.

Product liability
The Boards have concluded that product liability obligations (e.g., when an entity is legally obligated to pay consideration if its products cause harm or damage), are not performance obligations as no good or service is being provided in an exchange transaction. The accounting for product liability claims will continue to be covered by existing guidance for loss contingencies (provisions).

Step 3: Determine the transaction price

Initial measurement
Once an entity identifies and determines the separate performance obligations in a contract, it must determine the transaction price. The transaction price is the amount of consideration expected to be received for delivering a good or performing a service. The transaction price is readily determinable in most contracts because the customer promises to pay a fixed amount of cash, due when the entity transfers the promised goods or services (e.g., when a supplier sells parts to an OEM for a specified price when the parts are delivered). In other contracts, however, determining the transaction price can be more complex.

Determining the expected consideration will require an assessment of collectibility and an assessment of the impact of the time value of money, if material. Expected consideration may also include variable consideration or even noncash consideration. All of these elements could affect revenue recognition and may result in a significant change as compared to today’s accounting. Perhaps the most impactful of these elements for the automotive industry are collectibility and variable consideration.

Collectibility refers to the customer’s ability to pay the contractual consideration. Existing literature requires that payment be reasonably assured (or probable) for revenue to be recognized. The proposed standard requires that the transaction price be adjusted to reflect the customer’s credit risk by recognizing the consideration expected to be received on a probability-weighted basis. Subsequent changes to the assessment of collectibility will be recognized as income or expense, separately from revenue.
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Variable consideration can take several forms and might be created by the introduction of incentives that reduce the transaction price. A common example for OEMs is a cash rebate incentive provided to end customers through their dealer network. These incentives are currently accounted for as a reduction of revenue at the later of when the related revenue is recognized by the vendor or when the sale incentive is offered. In practice, therefore, these incentives are accounted for upon either the sale of a vehicle from the OEM to a dealer or at the time the OEM announces the incentives to its dealer network.

The proposed standard indicates that consideration paid (or expected to be paid) to a customer that is a reduction of the transaction price is recognized at the later of when the entity transfers the promised goods or services to the customer or when the entity promises to pay the consideration, even if payment is conditional on a future event. The promise to pay consideration might be implied based on an entity’s customary business practice. Compared to existing practice, variable consideration might be accounted for at an earlier point in time based on the proposal’s requirement to consider customary business practice.

For suppliers, a common example of an incentive that might introduce variability into the transaction price is a volume rebate. When a contract includes variable consideration, the transaction price includes the probability-weighted estimate of variable consideration receivable which requires management to assess the probability of each possible outcome. Revenue is recognized based upon variable consideration that management can reasonably estimate. Otherwise, revenue is limited to the amount of consideration that can be reasonably estimated. The assessment of variable consideration is updated each reporting period. As a result, an entity may recognize revenue earlier than currently allowed if the consideration is reasonably estimable.

Subsequent measurement
Performance obligations are assessed at contract inception and at each reporting date to determine whether the obligation has become onerous. A performance obligation is onerous when the present value of direct costs to satisfy a performance obligation exceeds the consideration allocated to it. The excess should be recognized as a contract loss with a corresponding liability that is remeasured at each reporting period. This accounting may be relevant for contracts with multiple performance obligations that on an overall basis may have

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**Key Takeaway**

The assessment of collectibility of amounts due from customers will impact the measurement of revenue at contract inception under the proposed standard. Revenue may be recognized earlier than current practice, as collectibility is no longer a recognition threshold under the proposed standard. Rather, collectibility affects the measurement of revenue as credit risk is reflected as a reduction of the transaction price at contract inception (with subsequent changes to this assessment recognized as income or expense, separately from revenue).

Accounting for incentive arrangements is important to many OEMs who frequently provide various marketing incentives through their dealer networks. We believe such marketing incentives will be accounted for as a reduction of revenue under the proposed guidance, similar to today. However, we believe that the timing of the revenue reduction may be affected by the proposed standard. For example, the OEM’s historical practice of providing marketing incentives may result in a reduction to revenue earlier than under today’s guidance.
narrow profit margins but could result in the recognition of an onerous provision obligation. The assessment of onerous contracts at the performance obligation level may lead an entity to recognize a liability even though the overall contract is profitable. One case where a performance obligation might be considered onerous relates to tooling. Suppliers might enter into a contract to construct and deliver tooling to an OEM at a loss as part of a contract that includes a supply agreement for the production of the parts the tool was created for (presumably at a price that would result in the overall contract being profitable). This will likely depend on the allocation of consideration based on the relative standalone selling price.

**Key Takeaway**

The accounting for onerous contracts is generally done at the contract level today. Therefore, the proposal to account for onerous contracts at the performance obligation level will likely result in more liabilities. Management may be reluctant to enter into contracts that include loss-making performance obligations with the expectation of overall profitability in light of this proposed guidance.

**Step 4: Allocate the transaction price to the separate performance obligations**

Consideration is allocated to separate performance obligations in a contract on a relative standalone selling price basis. The best evidence of standalone selling price is the observable price of a good or service when the entity sells that good or service separately. An estimate of the selling price will need to be made if an actual standalone selling price is not available. The Boards do not plan to prescribe or preclude any estimation method. The estimate should be based on observable inputs where possible. For example, if management is required to allocate a portion of the transaction price to a component as a result of a product warranty and no standalone selling price is available for that component, management might develop an estimate for the selling price based on cost plus a reasonable margin.

**Step 5: Recognize revenue when performance obligations are satisfied**

Revenue is recognized when performance obligations are satisfied, which occurs when the customer has obtained control of the promised good or service. Transfer of control will need to be assessed for each separate performance obligation in a contract. Control may transfer at a point in time or continuously over time. Indicators that control has transferred include whether the customer has an unconditional obligation to pay, the customer has legal title, the customer has physical possession, or the customer specifies the design or function of the good or service. None of the indicators are individually determinative and some indicators may not be relevant to a particular contract. Further, other indicators may exist and require consideration.

If transfer of control occurs continuously, management will need to apply either an input (e.g., labor hours) or output (e.g., delivered services) method on a consistent basis depending on which best depicts the transfer of goods or services to the customer. Revenue may also be recognized on a straight-line basis when the pattern of transfer of goods or services over a specified period-of-time is constant.
Constructing tools to be sold to the vehicle manufacturer

Contracts between suppliers and OEMs for the sale of tooling (i.e., where ownership of the tooling transfers from the supplier to the OEM) are organized in several different forms. One type of arrangement between suppliers and OEMs is where the supplier receives a lump-sum payment from the OEM or is reimbursed periodically as certain milestones are met in the completion of the pre-production tooling activities. When accounting for these types of contracts under the proposed standard, suppliers will have to assess the terms of the contract to determine if control of the tooling transfers at a point in time or continuously over the contract life. Considerations may include: (a) when title passes; (b) when physical possession passes; (c) whether there are interim, non-refundable payment terms; (d) if the OEM has the ability to specify the design of the tool; and (e) if the OEM can seize the tool at will. We expect that many contracts to construct tooling to the specification of the OEM might result in continuous transfer of control, thereby permitting revenue to be recognized over the contract period.

Repurchase options

OEMs sell vehicles to customers (e.g., rental car companies) and often include various repurchase or reimbursement options as part of the contract. These options generally provide some form of a guaranteed residual value to the customer at the point in time the customer sells the vehicle. Two common options are when OEMs either agree to (a) reacquire the vehicle at a guaranteed price or (b) reimburse customers for any deficiency between the sales proceeds received for the vehicle and the guaranteed minimum resale value.

Under today’s accounting, there is specific U.S. GAAP guidance that requires these contracts to be treated as lease transactions today. The Boards have also issued an exposure draft on lease accounting, however, which will substantially change the accounting for lease transactions. The exposure draft on leases would replace the existing authoritative guidance on leases, thereby eliminating the requirement for these arrangements to be treated as leases. We do not believe contracts with repurchase options would generally meet the definition of a lease, and therefore, the proposed revenue recognition guidance would apply based on our understanding of the revenue recognition and lease exposure drafts as they are currently written.

The economics of these arrangements are similar to how one might structure a lease, however, and arrangements containing repurchase options could be structured in a manner that results in lease accounting. As a result, some might argue that these arrangements should be accounted for under the proposed lease model. We believe the determination of whether arrangements with repurchase options will be treated as lease or revenue transactions requires further deliberation and clarification.

Key Takeaway

Contracts containing repurchase options are common for certain OEMs. Based on the current wording in the revenue and lease exposure drafts, we believe these contracts will be accounted for under the revenue guidance going forward. This will represent a significant change for OEMs, who generally account for these arrangements as leases today.

“We believe the determination of whether arrangements with repurchase options will be treated as lease or revenue transactions requires further deliberation and clarification.”
Other areas to consider

**Contract costs**
The proposed standard includes guidance related to contract costs. While there are several potential areas of impact to the automotive industry, costs associated with tooling contracts and contract acquisition costs are likely top of mind for automotive suppliers. The proposed guidance delineates between costs of obtaining a contract and costs incurred to fulfill a contract.

Contract acquisition costs may be capitalized and amortized over the contract life under today’s guidance. Companies that are able to capitalize and amortize such costs today will experience a significant change in the accounting, as all costs of obtaining a contract will be expensed as incurred under the proposed standard.

Direct costs in fulfilling a contract will be expensed as incurred under the proposed standard, unless they are within the scope of other standards (i.e., inventory, intangibles, or fixed assets) in which case the entity should account for such costs in accordance with the relevant standard. The entity should recognize an asset for costs not within the scope of those standards only if the costs relate directly to a contract, relate to future performance, and are probable of recovery under a contract. These costs are amortized as control of the goods or services to which the asset relates is transferred to the customer. Cost guidance currently exists related to tooling contracts under both frameworks. Companies generally expense costs to design and develop tooling that they will not own as incurred under existing guidance. We do not expect a significant change in the accounting for contract costs associated with tooling.

**Key Takeaway**
The accounting for contract costs will shift under the proposal, which requires costs of obtaining a contract to be expensed as incurred. Direct costs to fulfill a contract that are not within the scope of another standard may be capitalized and amortized only if they meet certain criteria included in the proposal.

“The accounting for contract costs will shift under the proposal...”
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Financing arrangements
Many OEMs have finance arms that, among other things, serve as a potential source of financing for end customers. Where vehicles sold to dealers are eventually financed through the OEM’s own financing division, the OEM must meet certain conditions under current U.S. GAAP to recognize revenue at the time of vehicle delivery to the dealer. The proposed standard does not carry forward these same criteria. Instead, the proposed standard introduces the notion that revenue should be recognized when control transfers to the customer. We do not expect a significant change in the timing of revenue recognition as a result of the elimination of these criteria.

Next steps & conclusion
Comments on the ED are due by October, 22, 2010. The Boards expect to issue a final standard in 2011 with an anticipated effective date no earlier than 2014. The proposed standard will significantly impact the rules of the road related to revenue recognition. The proposed standard introduces a new way of thinking about revenue recognition that we believe creates a need for companies to fundamentally change their approach to the revenue process. The changes will reach far beyond financial reporting. The proposals will impact entity-wide functions (e.g., IT systems), key financial statement metrics, and legal contracts (e.g., debt covenants and contracts with customers). We encourage management to be engaged in understanding the proposed standard and to consider providing feedback to the Boards, their external auditors and other relevant stakeholders, as appropriate. As the ED is assessed further and thinking evolves, we will continue to provide updates of significant changes and our point of view about them. Questions or comments on this topic can be directed to your local PwC contact or the authors of this article.
To have a deeper conversation about any of the issues in this paper, please contact the primary authors or the other contacts listed, who focus on the automotive sector and/or accounting matters related to revenue recognition:

Primary authors:

**Lawrence Dodyk**
Partner, National Professional Services Group
lawrence.dodyk@us.pwc.com
Phone +1 (973) 236 7213

**Eric Kahrl**
Senior Manager
eric.a.kahrl@us.pwc.com
Phone +1 (216) 875 3440

**Garth Leggett**
Senior Manager, National Professional Services Group
garth.s.leggett@us.pwc.com
Phone +1 (973) 236 5585

**Michael Sobolewski**
Senior Manager
michael.sobolewski@us.pwc.com
Phone +1 (313) 394 3299

Other contacts:

**Richard Hanna**
Partner, Global Sector & Assurance Leader
richard.hanna@us.pwc.com
Phone +1 (313) 394 3450

**Tony Debell**
Partner, Global Accounting Consulting Services
tony.m.debell@uk.pwc.com
Phone +44 (0) 20 721 35336

**François Jaumain**
Partner
francois.jaumain@fr.pwc.com
Phone +33 (0) 01 56 57 8030

**Mark Lohmann**
Partner, Global Accounting Consulting Services
mark.lohmann@uk.pwc.com
Phone +44 (0) 20 721 24482

**Dusty Stallings**
Partner, National Professional Services Group
dusty.stallings@us.pwc.com
Phone +1 (973) 236 4062

**Guilaine Saroul**
Director, National Professional Services Group
guilaine.saroul@us.pwc.com
Phone +1 (973) 236 7138

**Isabelle Mollat**
Senior Manager
isabelle.mollat@fr.pwc.com
Phone +33 (0) 01 56 57 8328