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14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **WESTERN DIVISION**

17
18
19 THOMAS ROBINS, individually and on
20 behalf of all others similarly situated,

21 *Plaintiff,*

22 v.

23 SPOKEO, INC.,

24 *Defendant.*

Case No. 10-cv-5306-ODW-AGR_x
Complaint filed: July 20, 2010

25 **STIPULATION FOR**
26 **PROSPECTIVE RELIEF**

27 *[[Proposed] Order filed concurrently*
28 *herewith]*

Judge: Honorable Otis D. Wright II

1 Plaintiff Thomas Robins (“Plaintiff”) and Defendant Spokeo, Inc. (“Spokeo”)
2 (collectively, the “Parties”), by and through their respective counsel of record,
3 hereby stipulate as follows:

4 WHEREAS, on July 20, 2010, Plaintiff filed this action, alleging causes of
5 action against Spokeo for violations of the Fair Credit Reporting Act (“FCRA”), 15
6 U.S.C. §§ 1681e, 1681b, and 1681j, as well as California Business and Professions
7 Code § 17200 *et seq.*;

8 WHEREAS, on February 17, 2011, Plaintiff filed a first amended complaint
9 in the Action, alleging the same causes of action;

10 WHEREAS, on June 5, 2018, Plaintiff filed a proposed second amended
11 complaint in the Action, alleging causes of action for violations of the FCRA, 15
12 U.S.C. §§ 1681e and 1681b, against Spokeo and V12 Data;

13 WHEREAS, Spokeo denies Plaintiff’s allegations and denies any wrongdoing
14 or liability to Plaintiff or any other member of the putative classes identified in
15 Plaintiff’s complaints;

16 WHEREAS, in the interest of avoiding the expense and disruption of
17 additional litigation, the Parties have agreed to settle this litigation;

18 WHEREAS, in light of the steps that Spokeo has taken in response to the
19 allegations in Plaintiff’s complaints or agreed to undertake in this stipulation,
20 Plaintiff and his counsel have concluded that Spokeo currently is not in violation of
21 the FCRA;

22 WHEREAS, upon the Court’s entry of the accompanying Proposed Order
23 Approving Stipulation for Settlement, the Parties will file a Stipulation for Dismissal
24 pursuant to Federal Rule of Civil Procedure 41(a)(1);

25 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
26 and between Plaintiff and Spokeo, as follows:

1 e. Spokeo will link to its “Help” web page (currently located at
2 <https://help.spokeo.com/>) from all web pages that include a “general navigation
3 menu,” and such “Help” web page will include articles to assist users concerned
4 about their privacy, including explanations of how users may opt-out their
5 information from the spokeo.com website, as well as assistance for users who are
6 experiencing any difficulty opting-out their information from the spokeo.com
7 website.

8 f. Spokeo will include the following language (or similar language)
9 on all public spokeo.com web pages except “profile” web pages: “Spokeo is not a
10 consumer reporting agency as defined by the Fair Credit Reporting Act (FCRA). Do
11 not use this site to make decisions about employment, tenant screening, or any
12 purpose covered by the FCRA.”

13 g. Spokeo will include the following language (or similar language)
14 on every public spokeo.com “profile” web page:

15 Do not use any information obtained through Spokeo to determine a
16 person's eligibility for credit, insurance, employment, housing (tenant
17 screening), or for any other purpose covered under the Fair Credit
18 Reporting Act (FCRA). Spokeo is not a consumer reporting agency and
19 does not offer consumer reports. Spokeo gathers information from
20 public sources, which may not be complete, comprehensive, accurate
21 or even up-to-date. This service is not a substitute for your own due
22 diligence, especially if you have concerns about a person's criminal
23 history. Spokeo does not verify or evaluate each piece of data, and
24 makes no warranties or guarantees about the information offered.

25 h. Spokeo will require every user, before completing a purchase on
26 spokeo.com, to affirmatively agree to the following language (or language similar
27 to the following): “I agree that I will not use Spokeo to determine an individual's
28

1 eligibility for credit, insurance, employment, housing, or any other purpose covered
2 under the Fair Credit Reporting Act (FCRA). I understand that Spokeo is not a
3 consumer reporting agency.”

4 2. The Court will retain jurisdiction for the purpose of enforcing the terms
5 of this Stipulation.

6 3. Spokeo may petition the Court for relief from the obligations imposed
7 by this Stipulation if Spokeo believes such relief is warranted. The Court will retain
8 jurisdiction for the purpose of hearing such petition and, as appropriate, relieving
9 Spokeo from obligations imposed by this Stipulation.

10
11 IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed
12 by their duly authorized attorneys.

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14 Dated: March 8, 2019 By: /s/ Rafey S. Balabanian
15 Rafey S. Balabanian
16 Edelson PC
17 123 Townsend Street, Suite 100
18 San Francisco, California 94107
19 *Attorney for Plaintiff*

20
21 Dated: March 8, 2019 By: /s/ John Nadolenco
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