ase 2:10-cv-05306-ODW-AGR	Document 139	Filed 03/08/19	Page 1 of 5	Page ID #:14	
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CENTR	AL DISTRICT	OF CALIFO	RNIA		
WESTERN DIVISION					
	WESIEKNI	JI V 1510IN			
THOMAS ROBINS, indivi behalf of all others similarl	•	Case No. 10 Complaint fi			
Plaintif	ŕ,	STIPULAT PROSPECT		EF	
v. SPOKEO, INC.,		[[Proposed] herewith]	Order filed o	concurrently	
Defende	ant.	Judge: Hono	rable Otis D.	Wright II	
STIPULATION FOR PROSPECTIVE I	1 Relief	Case No. 1	10-cv-5306-OD	OW (AGRx)	

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

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

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

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

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

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

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

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

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

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1.For a period of three years beginning on the entry date of the OrderApproving this Stipulation for Prospective Relief:

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a. Spokeo will not publish any numerical estimates or predictions of consumer credit scores, including through the use of such fields as "credit estimate," "credit range," and "highcredit," unless Spokeo's Terms and Conditions specify that Spokeo's profiles may only be used for non-FCRA purposes, and the profiles containing such estimates or predictions contain the language referenced in subparagraphs (f) or (g) below, as applicable.

Spokeo will place a clear and appropriately-titled hyperlink to its 9 b. form on its "Privacy" web (currently located 10 opt-out page at 11 https://www.spokeo.com/privacy).

c. Spokeo will link to its "Privacy" web page from all web pages that include a "general navigation menu" (*i.e.*, the list of links currently including "About", "Terms", "Careers", etc.).

d. Spokeo will link to its "Terms" web page (currently located at https://www.spokeo.com/terms-of-use) from all web pages that include a "general navigation menu," and such "Terms" web page will include the following language (or language similar to the following):

You may not use Spokeo.com or any information acquired from Spokeo.com to evaluate a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, to evaluate a person's eligibility for employment or volunteering purposes, to evaluate a person's eligibility for a government license or benefit, to evaluate a person for renting a dwelling property, or for any other purpose specified in the Fair Credit Reporting Act (15 U.S.C. § 1681b) (FCRA), Federal Trade Commission or court interpretations of the FCRA, or similar state statutes.

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

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

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

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

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

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

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

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

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

14	Datad March 8, 2010	By:	<u>/s/ Rafey S. Balabanian</u> Rafey S. Balabanian	
15	Dated: March 8, 2019			
16			Edelson PC	
17			123 Townsend Street, Suite 100 San Francisco, California 94107	
18			Attorney for Plaintiff	
19				
20				
21	Dated: March 8, 2019	By:	<u>/s/ John Nadolenco</u> John Nadolenco	
22				
23			Mayer Brown LLP 350 South Grand Ave. Fl. 25	
24			Los Angeles, California 90071 Attorney for Spokeo, Inc.	
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	STIPULATION FOR PROSPECTIVE RELIEF		Case No. 10-cv-5306-ODW (AGRx)	