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15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **WESTERN DIVISION**

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  
Complaint filed: July 20, 2010

**[PROPOSED] ORDER  
APPROVING STIPULATION FOR  
PROSPECTIVE RELIEF**

*[Stipulation filed concurrently  
herewith]*

Judge: Honorable Otis D. Wright II

26 **[PROPOSED] ORDER**

1 The Court has read and considered the Stipulation for Prospective Relief,  
2 filed on March 8, 2019 (“Stipulation”), by and between Plaintiff Thomas Robins  
3 and Defendant Spokeo, Inc. (“Spokeo”).

4 For the reasons stated in the Stipulation and for good cause shown, the Court  
5 hereby APPROVES the Stipulation and orders as follows:

6 1. For a period of three years beginning upon the entry of this Order:

7 a. Spokeo will not publish any numerical estimates or predictions  
8 of consumer credit scores, including through the use of such fields as “credit  
9 estimate,” “credit range,” and “highcredit,” unless Spokeo’s Terms and Conditions  
10 specify that Spokeo’s profiles may only be used for non-Fair Credit Reporting Act  
11 (“FCRA”) purposes, and the profiles containing such estimates or predictions  
12 contain the language referenced in subparagraphs (f) or (g) below, as applicable.

13 b. Spokeo will place a clear and appropriately-titled hyperlink to its  
14 opt-out form on its “Privacy” web page (currently located at  
15 <https://www.spokeo.com/privacy>).

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

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

23 You may not use Spokeo.com or any information acquired from  
24 Spokeo.com to evaluate a consumer’s eligibility for credit or insurance  
25 to be used primarily for personal, family, or household purposes, to  
26 evaluate a person’s eligibility for employment or volunteering  
27

1 purposes, to evaluate a person’s eligibility for a government license or  
2 benefit, to evaluate a person for renting a dwelling property, or for any  
3 other purpose specified in the Fair Credit Reporting Act (15 U.S.C. §  
4 1681b) (FCRA), Federal Trade Commission or court interpretations of  
5 the FCRA, or similar state statutes.

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

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

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

20 Do not use any information obtained through Spokeo to determine a  
21 person's eligibility for credit, insurance, employment, housing (tenant  
22 screening), or for any other purpose covered under the Fair Credit  
23 Reporting Act (FCRA). Spokeo is not a consumer reporting agency and  
24 does not offer consumer reports. Spokeo gathers information from  
25 public sources, which may not be complete, comprehensive, accurate  
26 or even up-to-date. This service is not a substitute for your own due  
27

1 diligence, especially if you have concerns about a person's criminal  
2 history. Spokeo does not verify or evaluate each piece of data, and  
3 makes no warranties or guarantees about the information offered.

4 h. Spokeo will require every user, before completing a purchase on  
5 spokeo.com, to affirmatively agree to the following language (or language similar  
6 to the following): "I agree that I will not use Spokeo to determine an individual's  
7 eligibility for credit, insurance, employment, housing, or any other purpose covered  
8 under the Fair Credit Reporting Act (FCRA). I understand that Spokeo is not a  
9 consumer reporting agency."

10 2. This Court will retain jurisdiction for the purpose of enforcing the terms  
11 of the Stipulation and this Order.

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

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19 Dated: \_\_\_\_\_, 2019

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The Honorable Otis D. Wright, II  
UNITED STATES DISTRICT JUDGE