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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

THOMAS ROBINS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SPOKEO, INC.,

Defendant.

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

**ORDER APPROVING
STIPULATION FOR
PROSPECTIVE RELIEF [139]**

*[Stipulation filed concurrently
herewith]*

Judge: Honorable Otis D. Wright, II

1 **~~PROPOSED~~ ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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17 **IT IS SO ORDERED.**

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20 March 11, 2019



21 OTIS D. WRIGHT, II
22 UNITED STATES DISTRICT JUDGE
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