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11  
12 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 VALUECLICK, INC., HI-SPEED MEDIA,  
17 INC., and E-BABYLON, INC.,

18 Defendants.  
19

Case No. **CV08-01711**

**MMM**  
**(RZX)**

**STIPULATED FINAL JUDGMENT FOR  
CIVIL PENALTIES AND PERMANENT  
INJUNCTIVE RELIEF**

20  
21 Plaintiff, the United States of America, acting upon  
22 notification and authorization to the Attorney General by the  
23 Federal Trade Commission ("FTC" or the "Commission"), pursuant to  
24 Section 16(a)(1) of the Federal Trade Commission Act ("FTC Act"),  
25 15 U.S.C. § 56(a)(1), has filed a complaint pursuant to Sections  
26 5(a)(1), 5(m)(1)(A), 13(b), 16(a), and 19 of the FTC Act,  
27 15 U.S.C. §§ 45(a)(1), 45(m)(1)(A), 53(b), 56(a), and 57b and  
28 under Section 7(a) of the Controlling the Assault of Non-

1 Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM" or  
2 the "CAN-SPAM Act"), 15 U.S.C. § 7706(a), to secure civil  
3 penalties, a permanent injunction, and other equitable relief for  
4 Defendants' violations of Section 5(a) of the FTC Act, 15 U.S.C.  
5 § 45(a), and Section 5(a) of CAN-SPAM, 15 U.S.C. § 7704(a).

6 Defendants have waived service of the Summons and Complaint;  
7 the parties have been represented by the attorneys whose names  
8 appear hereafter; and the parties have agreed to settlement of  
9 this action upon the following terms and conditions, without  
10 adjudication of any issue of fact or law and without Defendants  
11 admitting liability for any of the matters alleged in the  
12 Complaint.

13 THEREFORE, on the joint motion of the parties, it is hereby  
14 ORDERED, ADJUDGED AND DECREED as follows:

15 **FINDINGS**

16 1. This Court has jurisdiction over the subject matter of  
17 this action pursuant to 15 U.S.C. §§ 45(m)(1)(A), 53(b), 56(a),  
18 57b, and 7706(a), and 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355.

19 2. Plaintiff and Defendants consent to jurisdiction and  
20 venue in this District.

21 3. The activities of Defendants are in or affecting  
22 commerce, as that term is defined in Section 4 of the FTC Act, 15  
23 U.S.C. § 44.

24 4. For purposes of any future proceeding brought by  
25 Plaintiff to enforce this order, the Complaint states a claim  
26 upon which relief may be granted against Defendants under Section  
27 5(a) of the CAN-SPAM Act, 15 U.S.C. § 7704(a), and Sections 5(a),  
28

1 5(m)(1)(A), 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 45(a),  
2 45(m)(1)(A), 53(b), and 57b.

3 5. Defendants have entered into this Stipulated Final  
4 Judgment For Civil Penalties and Permanent Injunctive Relief  
5 ("Order") freely and without coercion.

6 6. Defendants hereby waive all rights to appeal or  
7 otherwise challenge or contest the validity of this Order.

8 7. Defendants agree that this Order does not entitle  
9 Defendants to seek or to obtain attorneys' fees as a prevailing  
10 party under the Equal Access to Justice Act, 28 U.S.C. § 2412,  
11 and Defendants further waive any rights to attorneys' fees that  
12 may arise under said provision of law.

13 8. Entry of this Order is in the public interest.

14 9. This Final Order is for settlement purposes only, and  
15 does not constitute and shall not be interpreted to constitute an  
16 admission by Defendants or a finding that the law has been  
17 violated as alleged in the Complaint, or that the facts alleged  
18 in the Complaint, other than jurisdictional facts, are true, and,  
19 in fact, Defendants specifically deny violating the FTC Act, the  
20 CAN-SPAM Act, or any other law or regulation.

21 **DEFINITIONS**

22 For the purpose of this Order, the following definitions  
23 shall apply:

24 1. "Commerce" shall mean as it is defined in Section 4 of  
25 the Federal Trade Commission Act, 15 U.S.C. § 44.

26 2. "Commercial electronic mail ('email') message" means  
27 any email message the primary purpose of which is the commercial  
28 advertisement or promotion of a commercial product or service

1 (including content on an Internet website operated for a  
2 commercial purpose) and that further satisfies the requirements  
3 of 16 C.F.R. §§ 316.1 - 316.5, as they exist now and may be  
4 amended.

5 3. Unless otherwise specified, "Defendants" means  
6 ValueClick, Inc., Hi-Speed Media, Inc., E-Babylon, Inc., and  
7 their successors, subsidiaries, and assigns.

8 4. "Document" is synonymous in meaning and equal in scope  
9 to the usage of the term in Federal Rule of Civil Procedure  
10 34(a), and includes writings, drawings, graphs, charts,  
11 photographs, audio and video recordings, computer records, and  
12 other data compilations from which information can be obtained  
13 and translated, if necessary, into reasonably usable form through  
14 detection devices. A draft or non-identical copy is a separate  
15 document within the meaning of the term.

16 5. "Electronic mail ('email') address" means a  
17 destination, commonly expressed as a string of characters,  
18 consisting of a unique user name or mailbox (commonly referred to  
19 as the "local part") and a reference to an Internet domain  
20 (commonly referred to as the "domain part"), whether or not  
21 displayed, to which an email message can be sent or delivered.

22 6. "Electronic mail ('email') message" means a message  
23 sent to a unique email address.

24 7. "Initiate," when used with respect to a commercial  
25 email message, means to originate or transmit such message or to  
26 procure the origination or transmission of such message, but  
27 shall not include actions that constitute routine conveyance of  
28

1 such message. For purposes of this Order, more than one person  
2 may be considered to have initiated a message.

3 8. "Landing page" means, in online marketing, a specific  
4 web page that a visitor reaches after clicking a link or  
5 advertisement in an email or banner ad. This page usually  
6 showcases content that is an extension of the link or ad.

7 9. "Person" means a natural person or a corporation,  
8 partnership, proprietorship, limited liability company, or other  
9 organization or legal entity, including an association,  
10 cooperative, or agency, or other group or combination acting as  
11 an entity.

12 10. "Personal information" shall mean individually  
13 identifiable information from or about an individual consumer  
14 including, but not limited to: (a) a first and last name; (b) a  
15 home or other physical address, including street name and name of  
16 city or town; (c) an email address or other online contact  
17 information, such as an instant messaging user identifier or a  
18 screen name that reveals an individual's email address; (d) a  
19 telephone number; (e) a social security number; (f) credit and/or  
20 debit card information, including credit and/or debit card  
21 number, expiration date, and/or CVV or CVV2 security code  
22 information contained in card magnetic stripes or other storage  
23 media or otherwise printed or maintained on card surfaces in any  
24 form; (g) a persistent identifier, such as a customer number held  
25 in a "cookie" or processor serial number, that is combined with  
26 other available data that identifies an individual consumer; or  
27 (h) any other information from or about an individual consumer  
28 that is combined with any one of (a) through (g) above.

1 11. "Procure," when used with respect to the initiation of  
2 a commercial email message, means intentionally to pay or provide  
3 other consideration to, or induce, another person to initiate  
4 such a message on one's behalf.

5 12. "Recipient," when used with respect to a commercial  
6 email message, means an authorized user of the email address to  
7 which the message was sent or delivered. If a recipient of a  
8 commercial email message has one or more email addresses in  
9 addition to the address to which the message was sent or  
10 delivered, the recipient shall be treated as a separate recipient  
11 with respect to each such address. If an email address is  
12 reassigned to a new user, the new user shall not be treated as a  
13 recipient of any commercial email message sent or delivered to  
14 that address before it was reassigned.

15 13. "Sender," when used with respect to a commercial email  
16 message, means a person who initiates such a message and whose  
17 product, service, or Internet website is advertised or promoted  
18 by the message.

19 **ORDER**

20 **I. PROHIBITION AGAINST FAILING TO DISCLOSE MATERIAL INFORMATION**

21 IT IS THEREFORE ORDERED that Defendants ValueClick, Inc. and  
22 Hi-Speed Media, Inc., their successors, assigns, officers,  
23 agents, servants, and employees, and those persons in active  
24 concert or participation with them who receive actual notice of  
25 this Order by personal service or otherwise are hereby  
26 permanently restrained and enjoined from:

27 A. In any email and online advertisement, or on any  
28 landing page associated with such email or online advertisement,

1 that contains any direct or implied representation made by  
2 Defendants ValueClick, Inc. or Hi-Speed Media, Inc., or made by  
3 any authorized agent on behalf of Defendants ValueClick, Inc. or  
4 Hi-Speed Media, Inc., that a product is free, failing to  
5 disclose, in the same color, font, and size, and within close  
6 proximity to such representation, that a purchase is required, or  
7 that purchases are required, to obtain such product, when such is  
8 the case; and

9 B. On any landing page associated with any direct or  
10 implied representation made by Defendants ValueClick, Inc. or Hi-  
11 Speed Media, Inc., or made by any authorized agent on behalf of  
12 Defendants ValueClick, Inc. or Hi-Speed Media, Inc., that a  
13 product is free, failing to disclose, in a clear and conspicuous  
14 manner:

- 15 1. A list of the monetary obligations a consumer is  
16 likely to incur to obtain the advertised product;
- 17 2. A list of any non-monetary obligations a consumer  
18 is likely to incur to obtain the advertised  
19 product, such as having to apply and qualify for  
20 credit cards or an automobile loan.

21 **II. PROHIBITION AGAINST VIOLATING THE CAN-SPAM ACT**

22 IT IS FURTHER ORDERED that Defendants ValueClick, Inc. and  
23 Hi-Speed Media, Inc., their successors, assigns, officers,  
24 agents, servants, and employees, and those persons in active  
25 concert or participation with them who receive actual notice of  
26 this Order by personal service or otherwise are hereby  
27 permanently restrained and enjoined from violating the CAN-SPAM  
28 Act, 15 U.S.C. §§ 7701 *et seq.*, attached hereto as Attachment A,

1 and as it may be amended, by, including, but not limited to,  
2 initiating the transmission of a commercial email message with a  
3 subject header that misrepresents the content or subject matter  
4 of the message.

5 **III. CIVIL PENALTIES**

6 IT IS FURTHER ORDERED that Defendants ValueClick, Inc. and  
7 Hi-Speed Media, Inc. shall pay to Plaintiff a Civil Penalty,  
8 pursuant to Section 5(m)(1)(A) of the Federal Trade Commission  
9 Act, 15 U.S.C. § 45(m)(1)(A), in the amount of \$2,900,000 as  
10 follows:

11 A. Defendants ValueClick, Inc. and Hi-Speed Media, Inc.  
12 shall make the payment required by this Part within ten (10)  
13 business days of the date of entry of this Order by electronic  
14 fund transfer or certified or cashier's check in accordance with  
15 the instructions provided by the Office of Consumer Litigation,  
16 Civil Division, U.S. Department of Justice, Washington, D.C.  
17 20530, for appropriate disposition;

18 B. In the event of any default in payment, which default  
19 continues for ten (10) business days beyond the due date of  
20 payment, the entire unpaid penalty, together with interest, as  
21 computed pursuant to 28 U.S.C. § 1961, from the date of default  
22 to the date of payment, shall immediately become due and payable;  
23 and

24 C. This Civil Penalty arises from the past practices of  
25 Hi-Speed Media, Inc., and not any other subsidiary of ValueClick,  
26 Inc.



1                                   **IV. PROHIBITION AGAINST MISREPRESENTATIONS**

2           IT IS FURTHER ORDERED that Defendants ValueClick, Inc., Hi-  
3 Speed Media, Inc., and E-Babylon, Inc., their successors,  
4 assigns, officers, agents, servants, and employees, and those  
5 persons in active concert or participation with them who receive  
6 actual notice of this Order by personal service or otherwise are  
7 hereby permanently restrained and enjoined from misrepresenting  
8 in any manner, expressly or by implication:

9           A.    The existence or use of encryption to protect personal  
10 information collected from or about consumers;

11           B.    The existence, purposes, features, functions, or  
12 efficacy of any hardware, software, or other electronic  
13 information solutions used to protect the privacy,  
14 confidentiality, and security of personal information belonging  
15 to consumers; and

16           C.    The manner or extent to which the privacy,  
17 confidentiality, or security of any personal information  
18 collected from or about consumers is maintained or protected.

19                                   **V. INFORMATION SECURITY PROGRAM**

20           IT IS FURTHER ORDERED that, in connection with the online  
21 advertising, marketing, promotion, offering for sale, or sale of  
22 any product or service to consumers, in or affecting commerce,  
23 Defendants ValueClick, Inc., Hi-Speed Media, Inc., and E-Babylon,  
24 Inc., and their successors and assigns, directly or through any  
25 corporation, subsidiary, division, or other device, and all other  
26 persons or entities within the scope of Fed. R. Civ. P. 65, are  
27 hereby permanently restrained and enjoined from, no later than  
28 the date of entry of this Order, failing to establish and

1 implement, and thereafter maintain, a comprehensive information  
2 security program that is reasonably designed to protect the  
3 security, confidentiality, and integrity of personal information  
4 collected from or about consumers. Such program, the content and  
5 implementation of which must be fully documented in writing,  
6 shall contain administrative, technical, and physical safeguards  
7 appropriate to the entity's size and complexity, the nature and  
8 scope of the entity's activities, and the sensitivity of the  
9 personal information collected from or about consumers,  
10 including:

11 A. The designation of an employee or employees to  
12 coordinate and be accountable for the information security  
13 program;

14 B. The identification of material internal and external  
15 risks to the security, confidentiality, and integrity of personal  
16 information that could result in the unauthorized disclosure,  
17 misuse, loss, alteration, destruction, or other compromise of  
18 such information, and assessment of the sufficiency of any  
19 safeguards in place to control these risks. At a minimum, this  
20 risk assessment should include consideration of risks in each  
21 area of relevant operation, including, but not limited to: (1)  
22 employee training and management; (2) information systems,  
23 including network and software design, information processing,  
24 storage, transmission, and disposal; and (3) prevention,  
25 detection, and response to attacks, intrusions, or other system  
26 failures;

27 C. The design and implementation of reasonable safeguards  
28 to control the risks identified through risk assessment, and

1 regular testing or monitoring of the effectiveness of the  
2 safeguards' key controls, systems, and procedures;

3 D. The development and use of reasonable steps to  
4 retain service providers capable of appropriately  
5 safeguarding personal information they receive from the  
6 entity, requiring service providers by contract to implement  
7 and maintain appropriate safeguards, and monitoring their  
8 safeguarding of personal information; and

9 E. The evaluation and adjustment of the entity's  
10 information security program in light of the results of the  
11 testing and monitoring required by Paragraph C of this Part, any  
12 material changes to the entity's operations or business  
13 arrangements, or any other circumstances that the entity knows or  
14 has reason to know may have a material impact on the  
15 effectiveness of its information security program.

16 **VI. PERIODIC AUDITS AND ASSESSMENTS**

17 IT IS FURTHER ORDERED that, in connection with the online  
18 advertising, marketing, promotion, or offering for sale of any  
19 product that Defendants sell to consumers, in or affecting  
20 commerce, Defendants ValueClick, Inc., Hi-Speed Media, Inc., and  
21 E-Babylon, Inc., and their successors and assigns, shall each  
22 obtain initial and biennial assessments and reports  
23 ("Assessments") from a qualified, objective, independent third-  
24 party professional, who uses procedures and standards generally  
25 accepted in the profession. The reporting period for the  
26 Assessments shall cover: (1) the first one hundred eighty (180)  
27 days after entry of the order for the initial Assessment, and (2)  
28 each two (2) year period thereafter for twenty (20) years after

1 entry of the order for the biennial Assessments. Each Assessment  
2 shall:

3 A. Set forth the specific administrative, technical, and  
4 physical safeguards that the entity has implemented and  
5 maintained during the reporting period to comply with Part V of  
6 this Order;

7 B. Explain how such safeguards are appropriate to the  
8 entity's size and complexity, the nature and scope of the  
9 entity's activities, and the sensitivity of the nonpublic  
10 personal information collected from or about consumers;

11 C. Explain how such safeguards meet or exceed the  
12 protections required by Part V of this order; and

13 D. Certify that the entity's security programs are  
14 operating with sufficient effectiveness to provide reasonable  
15 assurance that the security, confidentiality, and integrity of  
16 nonpublic personal information is protected and have so operated  
17 throughout the reporting period.

18 Each Assessment shall be prepared and completed within sixty  
19 (60) days after the end of the reporting period to which the  
20 Assessment applies by a person qualified as a Certified  
21 Information System Security Professional (CISSP); a person  
22 qualified as a Certified Information Systems Auditor (CISA); a  
23 person holding Global Information Assurance Certification (GIAC)  
24 from the SysAdmin, Audit, Network, Security (SANS) Institute; or  
25 a similarly qualified person or organization approved by the  
26 Associate Director for Enforcement, Bureau of Consumer  
27 Protection, Federal Trade Commission, Washington, D.C. 20580.

28

1 Defendants ValueClick, Inc., Hi-Speed Media, Inc., and E-  
2 Babylon, Inc., and their successors and assigns, shall provide  
3 their initial Assessments to the Associate Director for  
4 Enforcement, Bureau of Consumer Protection, Federal Trade  
5 Commission, Washington, D.C. 20580, within ten (10) days after  
6 the Assessments have been prepared. All subsequent biennial  
7 Assessments shall be retained by Defendants ValueClick, Inc., Hi-  
8 Speed Media, Inc., and E-Babylon, Inc., and their successors and  
9 assigns, until the order is terminated and provided to the  
10 Associate Director for Enforcement within ten (10) days of  
11 request.

#### 12 **VII. COMPLIANCE MONITORING**

13 IT IS FURTHER ORDERED that, for the purpose of monitoring  
14 and investigating compliance with any provision of this Order:

15 A. Within thirty (30) days of receipt of written notice  
16 from a representative of the Commission or Plaintiff, Defendants  
17 each shall submit additional written reports, sworn to under  
18 penalty of perjury; produce documents for inspection and copying;  
19 appear for deposition; and/or provide entry during normal  
20 business hours to any business location in such Defendant's  
21 possession or direct or indirect control to inspect the business  
22 operation;

23 B. In addition, the Commission and Plaintiff are  
24 authorized to monitor compliance with this Order by all other  
25 lawful means, including but not limited to the following:

- 26 1. Obtaining discovery from any person, without  
27 further leave of court, using the procedures

1 prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36,  
2 and 45;

3 2. Posing as consumers and suppliers to Defendants,  
4 Defendants' employees, or any other entity managed  
5 or controlled in whole or in part by Defendants,  
6 without the necessity of identification or prior  
7 notice; and

8 C. Within ten (10) days of receipt of written notice from  
9 a representative of the Commission, Defendants shall permit  
10 representatives of the Commission or Plaintiff to interview any  
11 employer, consultant, independent contractor, representative,  
12 agent, or employee who has agreed to such an interview, relating  
13 in any way to any conduct subject to this Order. The person  
14 interviewed may have counsel present.

15 **Provided, however,** that nothing in this Order shall limit  
16 the Commission's lawful use of compulsory process, pursuant to  
17 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to  
18 obtain any documentary material, tangible things, testimony, or  
19 information relevant to unfair or deceptive acts or practices in  
20 or affecting commerce (within the meaning of 15 U.S.C.  
21 § 45(a)(1)).

22 **VIII. COMPLIANCE REPORTING BY DEFENDANTS**

23 IT IS FURTHER ORDERED that, in order that compliance with  
24 the provisions of this Order may be monitored:

25 A. For a period of five (5) years from the date of entry  
26 of this Order, Defendants shall notify the Commission of any  
27 changes in corporate structure that may affect compliance  
28 obligations arising under this Order, including but not limited

1 to a dissolution, assignment, sale, merger, or other action that  
2 would result in the emergence of a successor entity; the creation  
3 or dissolution of a subsidiary, parent, or affiliate that engages  
4 in any acts or practices subject to this Order; the filing of a  
5 bankruptcy petition; or a change in the corporate name or  
6 address, at least thirty (30) days prior to such change, *provided*  
7 *that*, with respect to any proposed change in the corporation  
8 about which Defendants learn less than thirty (30) days prior to  
9 the date such action is to take place, Defendants shall notify  
10 the Commission as soon as is practicable after obtaining such  
11 knowledge;

12 B. One hundred eighty (180) days after the date of entry  
13 of this Order, Defendants each shall provide a written report to  
14 the FTC, sworn to under penalty of perjury, setting forth in  
15 detail the manner and form in which it has complied and is  
16 complying with this Order. This report shall include, but not be  
17 limited to:

- 18 1. A copy of each acknowledgment of receipt of this  
19 Order, obtained pursuant to Part X of this Order;  
20 and
- 21 2. Any changes required to be reported pursuant to  
22 Paragraph A of this Part;

23 C. For the purposes of this Order, Defendants shall,  
24 unless otherwise directed in writing by the Commission's  
25 authorized representatives, mail all written notifications to the  
26 Commission to:

27 Associate Director for the  
28 Division of Enforcement  
Federal Trade Commission  
601 New Jersey Avenue, N.W.

1 Washington, D.C. 20580  
2 Re: United States v. ValueClick, Inc., et al.  
3 Case No. \_\_\_\_\_;

4 D. For the purposes of this Order, Defendants shall,  
5 unless otherwise directed in writing by a representative of  
6 Plaintiff, identify all written notifications required to be sent  
7 to Plaintiff as in reference to DJ# 102-3450, and mail them  
8 to:

9 Director, Office of Consumer Litigation  
10 U.S. Department of Justice - Civil Division  
11 P.O. Box 386  
12 Washington, D.C. 20044; and

13 E. For purposes of the compliance reporting and monitoring  
14 required by this Order, representatives of Plaintiff and the  
15 Commission are authorized to communicate directly with  
16 Defendants.

#### 17 **IX. RECORD-KEEPING PROVISIONS**

18 IT IS FURTHER ORDERED that Defendants are hereby restrained  
19 and enjoined from failing to create and retain the following  
20 records for the following periods:

21 A. For a period of eight (8) years from the date of entry  
22 of this Order the following records in connection with the  
23 marketing, advertising, or promotion of any product that  
24 Defendants represent, directly or by implication, is free:

- 25 1. Standard accounting records generated in the  
26 ordinary course of business including, but not  
27 limited to, balance sheets, income statements,  
28 and annual reports;
2. Personnel records accurately reflecting: the name,  
address, and telephone number of each person employed  
in any capacity by such business, including as an



1 independent contractor; that person's job title or  
2 position; the date upon which the person commenced  
3 work; and the date and reason for the person's  
4 termination, if applicable;

- 5 3. Customer files containing consumers' name, address,  
6 telephone number, offer completion status, gift  
7 redemption status, quantity of rewards shipped,  
8 description of rewards shipped, quantity of checks  
9 issued, and amounts of checks issued;
- 10 4. Complaints and refund requests from the prior five  
11 (5) years (whether received directly, indirectly or  
12 through any third party) and any responses to those  
13 complaints or requests;
- 14 5. Copies of all sales scripts, training materials,  
15 advertisements, or other marketing materials;
- 16 6. Records demonstrating reasonable policies and  
17 procedures to process and handle customer inquiries  
18 and complaints; and
- 19 7. Other than the records described in Paragraphs B and  
20 C of this Part, all records and documents necessary  
21 to demonstrate full compliance with each provision of  
22 this Order, including but not limited to, copies of  
23 acknowledgments of receipt of this Order required by  
24 Part X.B, and all reports submitted to the FTC  
25 pursuant to Part VIII of this Order;

26 B. For a period of five (5) years from the date of entry  
27 of this Order: Any documents, whether prepared by or on behalf  
28 of Defendants, that contradict, qualify, or call into question

1 Defendants' compliance with Parts IV, V, and VI of this order;  
2 and

3 C. For a period of three (3) years after the date of  
4 preparation of each Assessment required under Part VI of this  
5 order: All materials relied upon to prepare the Assessment,  
6 whether prepared by or on behalf of any Defendant, including but  
7 not limited to all plans, reports, studies, reviews, audits,  
8 audit trails, policies, training materials, and assessments, and  
9 any other materials relating to Defendants' compliance with Part  
10 VI of this order, Assessment.

11 **X. DISTRIBUTION OF ORDER BY DEFENDANTS**

12 IT IS FURTHER ORDERED that, for a period of five (5) years  
13 from the date of entry of this Order, Defendants shall deliver  
14 copies of this Order as directed below:

15 A. Defendants must deliver a copy of this Order to all  
16 current and future principals, officers, directors, and managers,  
17 and to all current and future employees, agents, and  
18 representatives having supervisory responsibilities relating to  
19 the subject matter of this Order. For current personnel,  
20 delivery shall be within ten (10) days of service of this Order  
21 upon Defendant. For new personnel, delivery shall occur prior to  
22 them assuming their responsibilities; and

23 B. Defendants must secure a signed and dated statement  
24 acknowledging receipt of this Order, within thirty (30) days of  
25 delivery, from all persons receiving a copy of this Order  
26 pursuant to this Part.

1           **XI. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

2           IT IS FURTHER ORDERED that Defendants, within five (5)  
3 business days of receipt of this Order as entered by the Court,  
4 must submit to the Commission and Plaintiff a truthful sworn  
5 statement acknowledging receipt of this Order.

6                           **XII. FEES AND COSTS**

7           IT IS FURTHER ORDERED that each party to this Order hereby  
8 agrees to bear its own costs and attorneys' fees incurred in  
9 connection with this action.

10                           **XIII. SEVERABILITY**

11           IT IS FURTHER ORDERED that the provisions of this Order are  
12 separate and severable from one another. If any provision is  
13 stayed or determined to be invalid, the remaining provisions  
14 shall remain in full force and effect.

15                           **XIV. RETENTION OF JURISDICTION**

16           IT IS FURTHER ORDERED that this Court shall retain  
17 jurisdiction of this matter for purposes of construction,  
18 modification, and enforcement of this Order.

19                           **XV. COMPLETE SETTLEMENT**

20           The parties, by their respective counsel, hereby consent to  
21 entry of the foregoing Order, which shall constitute a final  
22 judgment and order in this matter. The parties further stipulate  
23 and agree that the entry of the foregoing Order shall constitute  
24 full, complete, and final settlement of this action.

1 FOR THE PLAINTIFF:

2 UNITED STATES OF AMERICA:

3 JEFFREY S. BUCHOLTZ  
4 Acting Assistant Attorney General  
5 Civil Division  
6 U.S. Department of Justice

7 THOMAS P. O'BRIEN  
8 United States Attorney  
9 Central District of California  
10 LEE WEIDMAN  
11 Assistant United States Attorney  
12 Chief, Civil Division

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13 GARY PLESSMAN  
14 Assistant United States Attorney  
15 Chief, Civil Fraud Section  
16 California State Bar No. 101233  
17 Room 7516, Federal Building  
18 300 North Los Angeles Street  
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Hi-Speed Media, Inc.

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**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
United States District Judge