

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION**

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In the Matter of)	
)	FILE NO. 1023131
US SEARCH, INC.,)	
a corporation; and)	AGREEMENT CONTAINING
)	CONSENT ORDER
US SEARCH, LLC,)	
a limited liability company.)	
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The Federal Trade Commission has conducted an investigation of certain acts and practices of US Search, Inc. and US Search, LLC (“proposed respondents”). Proposed respondents, having been represented by counsel, are willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between US Search, Inc. and US Search, LLC, by their duly authorized officers, and counsel for the Federal Trade Commission that:

- 1.a. Proposed respondent US Search, Inc. is a Delaware corporation with its principal office or place of business at 600 Corporate Pointe, Culver City, California 90230.
- 1.b. Proposed respondent US Search, LLC is a Delaware limited liability company with its principal office or place of business at 600 Corporate Pointe, Culver City, California 90230. US Search, LLC is a wholly owned subsidiary of US Search Inc.
2. Proposed respondents admit all the jurisdictional facts set forth in the draft complaint.
3. Proposed respondents waive:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw

its acceptance of this agreement and so notify proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondents that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service.

Delivery of the complaint and the decision and order to proposed respondents' address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondents have read the draft complaint and consent order. They understand that they may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For purposes of this order, the following definitions shall apply:

1. Unless otherwise specified, "respondents" shall mean US Search, Inc., a corporation, and US Search, LLC, a limited liability company, their successors and assigns and their officers; and each of the above's agents, representatives, and employees.

2. "Clearly and prominently" shall mean that the required disclosures are unavoidable and of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts with the background on which they appear, and presented in understandable language and syntax.

3. "Commerce" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

I.

IT IS ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of “PrivacyLock” or any other service offered to consumers that will allow consumers to remove publicly available information from respondents’ search results, websites, or advertisements, shall not misrepresent, in any manner, expressly or by implication, the effectiveness of such service.

II.

IT IS FURTHER ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of “PrivacyLock” or any other service offered to consumers that will allow consumers to remove publicly available information from respondents’ search results, websites, or advertisements, shall not make any representation, in any manner, expressly or by implication, about the effectiveness of such service, unless they disclose, clearly and prominently, any material limitations regarding such service, including, but not limited to, (1) any limitations on the duration of the removal; and (2) any circumstances under which information about the consumers will not be removed or will reappear.

III.

IT IS FURTHER ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, shall:

- A. Upon issuance of this order, provide a full and complete refund to any consumer who requested “PrivacyLock” and was assessed a charge for such service, by crediting the credit or debit card used to pay for such service, and providing notice of the refund through an email message sent to affected consumers;
- B. The email message shall also include contact information for respondents, including name, address and a toll-free telephone number, for consumers to use to contact respondents and receive a full and complete refund if, for any reason, respondents are unable to credit the consumer’s credit or debit card; and
- C. For a period of one (1) year after the date of issuance of this order, provide notice to consumers of the refund required by Section III.B. of this order. Such notice shall be clearly and prominently displayed on respondents’ website www.ussearch.com; and
- D. Within one year of the issuance of this order, respondents shall provide a full and complete accounting to the Commission of all refunds paid to consumers, including amounts paid, and the names and addresses (email and US mail) of consumers who received the refunds. Respondents shall also include in such an

accounting all amounts that were not refunded to consumers, for whatever reason. Any amount not refunded to consumers shall be deposited with the United States Treasury as disgorgement. No portion of this payment to the United States Treasury shall be deemed a payment of any fine, penalty, or punitive assessment.

IV.

IT IS FURTHER ORDERED that for a period of five (5) years after the last date of dissemination of any representation covered by this order, respondents US Search, Inc. and US Search, LLC, and their successors and assigns, shall maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. Complaints and refund requests (whether received directly or indirectly, such as through a third party) and any responses to those complaints or requests;
- C. All records and documents necessary to demonstrate full compliance with each provision of this order, including but not limited to, copies of acknowledgments of receipt of this order required by Section V. and all reports submitted to the FTC pursuant to Section VII.

V.

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of issuance of this order, respondents US Search, Inc. and US Search, LLC, and their successors and assigns, shall deliver a copy of this order to all current and future principals, officers, directors, and managers who engage in conduct related to the subject matter of the order, and any business entity resulting from any change in structure set forth in Section VI. For current personnel, delivery shall be within five (5) days of service of this order. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Section VI. delivery shall be at least ten (10) days prior to the change in structure. Respondents must secure a signed and dated statement acknowledging receipt of the order within thirty (30) days of delivery from all persons receiving a copy of the order pursuant to this section.

VI.

IT IS FURTHER ORDERED that, respondents US Search, Inc. and US Search, LLC, and their successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation or business entity that may affect compliance obligations arising under this order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the business name or address. Provided, however, that, with

respect to any proposed change in the corporation or business entity about which a respondent learns less than thirty (30) days prior to the date such action is to take place, such respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580, with the subject line FTC v. US Search, Inc. and US Search, LLC. Provided, however, that, in lieu of overnight courier, notices may be sent by first-class mail, but only if an electronic version of such notices is contemporaneously sent to the Commission at Debrief@ftc.gov.

VII.

IT IS FURTHER ORDERED that respondents US Search, Inc. and US Search, LLC, and their successors and assigns, within sixty (60) days after the date of service of this order, shall each file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of their own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, they shall submit additional true and accurate written reports.

VIII.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this _____ day of July, 2010.

US SEARCH, LLC:

Dated: _____

By: _____
EDWARD PETERSEN,
President of US Search, LLC.

US SEARCH, INC.:

Dated: _____

By: _____
EDWARD PETERSEN,
President of US Search, Inc.

Dated: _____

By: _____
J. BECKWITH BURR, Esq.
WilmerHale
1875 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Attorney for respondents

Dated: _____

By: _____
ANTHONY RODRIGUEZ
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