

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

LOCATESMARTER, LLC

Respondent.

Case No. ENF26-05-D-LO

ORDER OF DECISION

The Board of the California Privacy Protection Agency hereby adopts the Stipulated Final Order, attached hereto, as its decision in the above-entitled matter.

This Decision shall become effective immediately.

IT IS SO ORDERED this 10th day of August, 2026.

BY THE BOARD:



JENNIFER M. URBAN
Chair
California Privacy Protection Agency

MICHAEL S. MACKO (SBN 335866)
Deputy Director of Enforcement
California Privacy Protection Agency
LARA KEHOE HOFFMAN (SBN 180466)
Assistant Chief Counsel
GARY LEE (SBN 353015)
NEELOFER SHAIKH (SBN 324439)
Attorneys, Enforcement Division
400 R Street, Suite 350
Sacramento, CA 95811
Telephone: (279) 895-6061
Email: neelofer.shaikh@coppa.ca.gov
Attorneys for Complainant

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

LocateSmarter, LLC

Respondent.

Case No. ENF26-05-D-LO

STIPULATED FINAL ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled matter:

I. PARTIES

1. Complainant is the Enforcement Division of the California Privacy Protection Agency (“Agency”), which enforces the California Consumer Privacy Act of 2018 (“CCPA”), Civ. Code §§ 1798.100 – 1798.199.100, as amended, and the data broker registration obligations contained in the Delete Act, Civ. Code § 1798.99.82(c).

2. Respondent LocateSmarter, LLC (“LocateSmarter”) is an Iowa limited liability company with its principal place of business in Cedar Falls, Iowa. LocateSmarter has conducted and continues to conduct business within the State of California.

II. JURISDICTION

3. Pursuant to Civil Code §§ 1798.199.40(a), 1798.199.55, and 1798.99.82(c), the Agency may enforce the Delete Act and the CCPA through administrative actions.

4. Pursuant to Government Code § 11415.60(a), the Agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding.

III. FACTUAL FINDINGS

A. LocateSmarter Failed to Register Timely as a Data Broker under the Delete Act.

5. LocateSmarter is a for-profit legal entity that provides “data solutions and analytics for clients in a variety of industries, with a focus on location and contact services, fraud identification and detection, and compliance products.”

6. LocateSmarter collects personal information for its data solutions from third-party sources, such as “data licensors, data analytics providers, data brokers, and/or data suppliers that sell or grant to [LocateSmarter] the right and license to access and use consumer personal information.”

7. LocateSmarter sells consumers' personal information to third parties through its batch data, Application Programming Interface ("API") data, online search platform, and data licensing products:



8. For these products, LocateSmarter sells consumers' personal information to its clients, including consumers' names, dates of birth, Social Security numbers, physical addresses, telephone numbers, email addresses, business and employment information, driver's license information, bankruptcy and litigation information, and military and deceased statuses.

9. For example, as part of its "batch skip tracing products," LocateSmarter provides clients with access to consumers' Social Security numbers, phone numbers, email addresses, and physical addresses. LocateSmarter also discloses inferences about whether these consumers are "litigious" (i.e., have filed lawsuits in the past) as part of its "WebRecon Litigious Scrub" feature.

10. By knowingly collecting and selling consumers' personal information to third parties outside of a direct relationship, LocateSmarter conducted business as a data broker during the 2025 calendar year.

11. On or before January 31 following each year in which a business meets the definition of a data broker, the business shall register with the Agency pursuant to the requirements in Civil Code § 1798.99.82(a).

12. LocateSmarter failed to register as a data broker with the Agency by the January 31, 2026 deadline for its data broker activity during the 2025 calendar year.

B. LocateSmarter Violated the CCPA by Requiring Consumers to Provide Social Security Numbers and Addresses Before Allowing Them to Opt-out of Sale/Sharing.

13. Data brokers are subject to the CCPA as “businesses” that collect and sell consumers’ personal information. Civ. Code §§ 1798.140(d), 1798.99.80(c). In other words, LocateSmarter is both a data broker subject to the Delete Act and a business subject to the CCPA.

14. LocateSmarter is a business because it is a for-profit company that collects consumers’ personal information, determines the purposes and means of processing consumers’ personal information, and annually buys, sells, or shares the personal information of 100,000 or more consumers or households.

15. A business that sells or shares personal information must provide consumers a notice of right to opt-out of sale/sharing under the CCPA. Code Regs., tit. 11, § 7013(e). If a business provides such notice online, it must include an interactive form by which consumers can submit a request to opt-out of sale/sharing online. *Id.* § 7013(f)(2).

16. A business may not require consumers to submit verifiable consumer requests to opt-out of the sale/sharing of their personal information. *Id.* § 7026(d).

17. A “verifiable consumer request” is a request that is made by a consumer (or on behalf of a consumer) that the business can verify, using commercially reasonable methods, to be

the consumer about whom the business has collected personal information. *See* Civ. Code § 1798.140(ak).

18. Although a business may require consumers to submit a verifiable consumer request to exercise their right to delete, right to know, and right to correct, a business may not require a verifiable consumer request for the right to opt-out. *See* Code Regs., tit. 11, §§ 7022(a), 7023(a), 7024(a)-(b), and 7026(d). Requests to opt-out of sale/sharing are not verifiable because the potential harm to consumers resulting from an imposter submitting such a request is minimal or nonexistent.

19. At most, a business may ask consumers for information necessary to complete a request to opt-out of sale/sharing. *Id.* § 7026(d). However, the CCPA regulations are clear that “*to the extent that the business can comply with a request to opt-out of sale/sharing without additional information, it shall do so.*” *Id.* (emphasis added).

20. Requiring consumers to provide more personal information than necessary to submit a request to opt-out of sale/sharing violates the CCPA’s data minimization requirements.

21. Data minimization is a foundational principle of the CCPA that prohibits businesses from collecting more personal information than is “reasonably necessary and proportionate” to achieve the purpose of collection. Civ. Code § 1798.100(c).

22. Whether a business’s collection of personal information is reasonably necessary and proportionate is based on the following: the minimum personal information that is necessary to achieve the purpose of collection; the possible negative impacts to consumers posed by the business’s collection of personal information; and the existence of additional safeguards to address those negative impacts. Code Regs., tit. 11, § 7002(d).

23. The CCPA's data minimization requirements apply to any collection of personal information by a business, including the collection of personal information to process consumer requests.

24. In 2025, LocateSmarter provided notice of the right to opt-out online and provided the following form for consumers to submit requests to opt-out of sale/sharing ("opt-out form"). As shown below, LocateSmarter's opt-out form required consumers to provide their full name, the last four digits of their Social Security number, and their mailing address:

LocateSmarter's Opt-Out Request Form

OPT-OUT REQUEST FORM

By submitting this Request to Opt-Out, I certify that I am a California resident who wishes to exercise my rights under the California Consumer Privacy Act ("CCPA"). I understand that you, LocateSmarter, LLC, are required to keep a record of my request for at least 24 months, including any reference number assigned to my request, the request date and nature of the request, the manner in which the request was made, the date and nature of your response, the basis for any denial of the request if the request is denied in whole or in part, and copies of signed authorizations that may be submitted in connection with a request.

REQUESTOR'S CONTACT INFORMATION

I understand that your response(s) to my request will be in writing and I authorize you to provide your response(s), send verification of receipt of my request, or contact me in connection with my request, using the following contact information and method(s) of delivery.

VERIFICATION INFORMATION

I understand that you need to be reasonably sure that you are identifying the correct person's information when processing this request. For that purpose, I am providing the information below, which is accurate to the best of my knowledge. (Check appropriate box and provide associated verification information as applicable):

My Full Name *

My Email Address

Last 4 Digits of my Social Security Number *

My Mailing Address *

Street Address

City

State

ZIP Code

Option A

☐ I want the Company to stop selling MY personal information.

Option B

I want the Company to stop selling the personal information of my child or a minor for whom I serve as a legal guardian. By Checking this Box, I confirm

☐ that I am authorized to provide, and do hereby provide, consent for you to take action regarding and/or release to me information regarding the minor child.

Option C

☐ I want the Company to stop selling the personal information of someone else, and I am submitting this request on his/her behalf. By Checking this Box, I confirm that I am authorized to do so.

Send Form

25. By requiring consumers to submit their mailing address and part of their Social Security number, LocateSmarter unlawfully required consumers to provide more information than necessary to exercise their right to opt-out of sale/sharing.

26. LocateSmarter essentially required consumers to verify themselves with sensitive personal information to submit an opt-out request, despite the CCPA's prohibition against doing so. Code Regs., tit. 11, § 7026(d).

27. A Social Security number is more than the minimum personal information necessary to complete a request to opt-out of sale/sharing. It is among the most sensitive personal information about a consumer and can pose significant harm to consumers if subject to unauthorized access.

28. Even if additional information were necessary to complete a consumer's request to opt-out of sale/sharing, Locate Smarter possessed other non-sensitive data points that it could have used instead of a Social Security number.

29. Requiring a Social Security number to submit a request to opt-out of sale/sharing could intimidate consumers from exercising their privacy rights. Any such intimidation would conflict with the CCPA's mandate that consumers be able to easily exercise their privacy rights.

30. It is therefore no surprise that only a tiny fraction of consumers submitted a request to opt-out of sale/sharing to LocateSmarter. A mere handful of California's population of nearly 40 million consumers submitted a request to opt-out of sale/sharing to the company.

31. By requiring consumers to provide a partial Social Security number with their full name and mailing address to submit a request to opt-out of sale/sharing, LocateSmarter violated section 1798.100(c) of the CCPA and sections 7002(d) and 7026(d) of the regulations.

IV. CONTINGENCY

32. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency (“Board”). LocateSmarter understands and agrees that counsel for Complainant and the staff of the Agency may communicate directly with the Board and the staff of the Agency regarding this Stipulated Final Order, without notice to or participation by Respondent or its counsel. By signing the Stipulated Final Order, LocateSmarter understands and agrees that it may not withdraw its agreement or seek to rescind the Stipulated Final Order before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Order of Decision, the Stipulated Final Order shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Agency shall not be disqualified from further action by having considered this matter.

V. OTHER MATTERS

33. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Final Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals. The parties may execute this Stipulated Final Order in counterparts.

34. This Stipulated Final Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Final Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

35. In consideration of the foregoing stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order of Decision:

VI. ORDER

IT IS HEREBY ORDERED that:

A. Delete Act: Monetary Provision and Compliance with Law

36. LocateSmarter shall pay an administrative fine in the amount of thirty thousand, six-hundred dollars (\$30,600.00) in accordance with section 1798.99.82(c) of the Civil Code. LocateSmarter shall remit payment in full within thirty (30) days of the Board's Order of Decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

37. Within fourteen (14) days of the Board's Order of Decision approving the Stipulated Final Order, LocateSmarter shall pay the six-thousand dollar (\$6,000.00) annual fee set forth in the Code of Regulations, title 11, § 7600(a), and submit a registration form to the Agency to effectuate its 2026 registration for its data broker activity in 2025.

38. LocateSmarter shall comply with Civil Code § 1798.99.82 and timely register as a data broker for any future years in which LocateSmarter operates as a data broker. If LocateSmarter ceases operating as a data broker, LocateSmarter shall inform the Agency in writing before the deadline to register.

39. LocateSmarter shall comply with Civil Code § 1798.99.85 and § 1798.130, and shall disclose in its privacy policy the required metrics regarding the number of California Consumer Privacy Act requests received, complied with, and denied during the previous calendar year, as well as the time within which LocateSmarter substantively responded to the requests.

40. LocateSmarter shall access the Agency's Delete Request and Opt-out Platform ("DROP") and process consumer deletion requests in accordance with Civil Code § 1798.99.86 for any years in which LocateSmarter operates as a data broker.

B. CCPA: Monetary Provision and Compliance with Law

41. LocateSmarter shall pay an administrative fine in the amount of seventy-nine thousand, eight-hundred and ninety dollars (\$79,890.00) in accordance with Civil Code section 1798.199.55. LocateSmarter shall remit payment in full within thirty (30) days of the Board's Order of Decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

42. LocateSmarter shall comply with the CCPA, including the following provisions: Civil Code sections 1798.100, 1798.120, and 1798.135, and California Code of Regulations, title 11, sections 7002, 7020, 7021, and 7026.

43. LocateSmarter shall modify its methods for submitting and responding to requests to opt-out of sale/sharing in the following ways:

- a. LocateSmarter shall provide consumers with methods to exercise their right to opt-out of sale/sharing that are easy, require minimal steps, and do not require more information than necessary to complete the request;
- b. LocateSmarter shall not require verifiable consumer requests for consumers to exercise their right to opt-out of sale/sharing;
- c. LocateSmarter shall not require consumers to provide any portion of their Social Security number to exercise their right to opt-out of sale/sharing; and

- d. When a consumer submits a request to opt-out of sale/sharing, LocateSmarter shall honor that request to the extent that it is able to do so within the time period required by the CCPA.

44. Within sixty (60) days of the Board's Order of Decision approving the Stipulated Final Order, LocateSmarter shall complete the actions required in paragraph 43 and confirm in writing to the Enforcement Division that it has completed these actions.

45. LocateSmarter shall ensure that all personnel handling CCPA requests are informed of all requirements under the CCPA and its implementing regulations relevant to their job functions. Within sixty (60) days of the effective date of the Board's Order of Decision approving the Stipulated Final Order, LocateSmarter shall confirm in writing to the Enforcement Division that it has provided updated CCPA training to all personnel handling CCPA requests.

VII. ADDITIONAL GENERAL PROVISIONS

46. Each party shall bear its own attorneys' fees and costs.

47. Nothing in this Stipulated Final Order shall be construed as relieving LocateSmarter of its obligations to comply with all state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

48. LocateSmarter shall use reasonable efforts to notify its officers, directors, employees, agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Final Order and the requirements therein.

49. LocateSmarter agrees that the terms of this Stipulated Final Order are in the public interest and fair, adequate, and reasonable under all the circumstances.

50. LocateSmarter admits the truth of the factual findings in this Stipulated Final Order and agrees to be bound by its terms.

51. LocateSmarter hereby waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, LocateSmarter effectively consents to this Stipulated Final Order becoming final.

52. This Stipulated Final Order shall bind LocateSmarter's heirs, administrators, executors, successors, and transferees.

53. Notwithstanding paragraph 46, in the event the Agency prevails in seeking to enforce any term of this Stipulated Final Order, the Agency shall be entitled to an award of attorney fees and costs in its favor and against LocateSmarter for the time spent and costs incurred in prosecuting such action.

54. Failure to complete the payment or comply with any terms of this Stipulated Final Order shall result in enforcement of the Order in the Superior Court.

55. Any notices and reports under this Stipulated Final Order shall be served by email as follows:

To the Complainant:

Deputy Director, Enforcement Division
California Privacy Protection Agency
400 R Street, Suite 350
Sacramento, CA 95811
ENF-processing@coppa.ca.gov

To the Respondent:

Teri Ettelson
Vice President & Integrator
LocateSmarter, LLC
1309 Technology Pkwy, Suite 101
Cedar Falls, IA 50613
teri.ettelson@locatesmarter.com

James J. Ward
Much Shelist, P.C.
545 N.W. 26th Street, Suite 640
Miami, FL 33127
jjward@muchlaw.com

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VIII. ACCEPTANCE

I have carefully read the above Stipulated Final Order and have had the opportunity to seek and consult with an attorney. I understand the stipulation and the effect it will have on LocateSmarter. I enter into this Stipulated Final Order voluntarily, knowingly, and intelligently, and agree to be bound by the Order of Decision by the Board of the California Privacy Protection Agency.

Dated: 08 / 02 / 2026 _____

Jonathan Brooks

Jonathan Brooks
President
LocateSmarter, LLC
Respondent

AS TO FORM AND CONTENT

Dated: 08 / 03 / 2026 _____

JJW

James J. Ward
Much Shelist, P.C.
545 N.W. 26th Street, Suite 640
Miami, FL 33127
jjward@muchlaw.com
Attorney for Respondent

IX. ENDORSEMENT

The foregoing Stipulated Final Order is hereby respectfully submitted for consideration by the Board of the California Privacy Protection Agency.

DATED: 08/03/2026

BY:



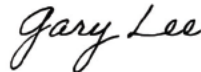
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Attorney, Enforcement Division
Attorneys for Complainant