

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

Case No. ENF24-D-IN-34

PaeDae, Inc.
d/b/a “Infillion”

Respondent.

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 19 day of December, 2024.

BY THE BOARD:

Jennifer M.
Urban

Digitally signed by Jennifer
M. Urban
Date: 2024.12.19 16:45:42
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JENNIFER M. URBAN
Chair
California Privacy Protection Agency

MICHAEL S. MACKO
Deputy Director of Enforcement
LARA KEHOE HOFFMAN
Assistant Chief Counsel
MICHAEL MEYER
Attorney
State Bar No. 242706
Enforcement Division
California Privacy Protection Agency
2101 Arena Blvd.
Sacramento, CA 95834
Telephone: (279) 895-6072
Email: Michael.Meyer@cpha.ca.gov
Attorneys for Complainant

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

PaeDae, Inc. dba "Infillion"

Respondent.

Case No. ENF24-D-IN-34

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 PaeDae, Inc., dba “Infillion” (“Infillion”) is a Delaware corporation with its principal place of business in New York, NY. Infillion has conducted and continues to conduct business within the State of California.

II. JURISDICTION

3. Pursuant to Civil Code § 1798.99.82(c), the Agency may bring an administrative action against a data broker that fails to register with the Agency as required by law.

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

5. Infillion is a for-profit legal entity that, together with its wholly-owned subsidiaries, collects consumers’ personal information and determines the purposes and means of the processing of consumers’ personal information. Infillion annually buys, sells, or shares the personal information for 100,000 or more consumers or households.

6. Infillion conducts business as a data broker by knowingly collecting and selling to third parties the personal information of consumers with whom the business does not have a direct relationship.

7. Infillion conducted business as a data broker during the 2023 calendar year.

8. 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).

9. Infillion failed to register properly as a data broker with the Agency by the January 31, 2024 deadline.

STIPULATED FINAL ORDER

10. Consequently, the Agency's Enforcement Division opened an investigation and contacted Infillion about its failure to register.

11. Although Infillion thereafter registered as a data broker with the Agency, the company did so only after the Enforcement Division had spent time and resources on the investigation.

IV. CONTINGENCY

12. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency (Board). Respondent 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, Infillion 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

13. 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.

14. 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

STIPULATED FINAL ORDER

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.

15. 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:

16. Infillion shall pay an administrative fine in the amount of fifty-four thousand, two hundred dollars (\$54,200.00) in accordance with Civil Code § 1798.99.82(e). This payment shall be made pursuant to written instructions to be provided by the Enforcement Division.

17. Infillion shall comply with Civil Code § 1798.99.82 and timely register as a data broker for any future years in which Infillion operates as a data broker.

18. Infillion shall comply with Civil Code § 1798.99.85 and 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 Infillion substantively responded to the requests.

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

VII. ADDITIONAL GENERAL PROVISIONS

20. Nothing in this Stipulated Final Order shall be construed as relieving Infillion 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.

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21. Infillion 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.

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

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

24. Infillion 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 Procedures Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, Infillion effectively consents to this Stipulated Final Order becoming final.

25. Nothing in this Stipulated Final Order shall constitute or be construed as a release from liability for any violations of law other than Infillion's violation of the Delete Act, Civil Code § 1798.99.82(c), arising from Infillion's failure to register as a data broker with the Agency between February 1, 2024 and November 4, 2024.

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

27. Provided that Infillion makes payment in full of the administrative fine set forth in this Stipulated Final Order no later than twenty one (21) days from the date that this Stipulated Final Order is approved by the Board, the Agency will waive fees and costs attendant to the enforcement of this Stipulated Final Order.

28. 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.

STIPULATED FINAL ORDER

29. 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
2101 Arena Blvd.
Sacramento, CA 95834
ENF-processing@coppa.ca.gov

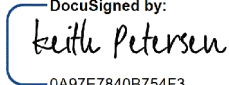
To the Respondent:

Keith Petersen, *Esq.*
General Counsel, Infillion
853 Broadway, 21st Floor
New York, NY 10003
Keith.Petersen@infillion.com

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 Infillion. 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: 12/16/2024

DocuSigned by:

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Keith Petersen
General Counsel, Infillion
Respondent

IX. ENDORSEMENT

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

DATED: 12/17/2024

Respectfully submitted,

MICHAEL S. MACKO
Deputy Director of Enforcement

LARA KEHOE HOFFMAN
Assistant Chief Counsel

Meyer,

Michael@CPPA

Digitally signed by Meyer,
Michael@CPPA
Date: 2024.12.17 13:51:54 -08'00'

MICHAEL MEYER
Attorney
Enforcement Division
Attorneys for Complainant