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County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

26STCV04425

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

v.

DISNEY DTC, LLC; ABC ENTERPRISES,
INC.,

Defendants.

CASE NO.:

~~PROPOSED~~ FINAL JUDGMENT AND
PERMANENT INJUNCTION

1 Plaintiff, the People of the State of California (“the People”), appearing through its
2 attorneys, Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General
3 Maneesh Sharma, Amos E. Hartston, and Yen P. Nguyen and Supervising Deputy Attorney
4 General Stacey D. Schesser, and DEFENDANTS, appearing through its attorneys, Alysa Z.
5 Hutnik and Austin J. Del Priore, of Kelley Drye & Warren LLP, having stipulated to the entry of
6 this Final Judgment and Permanent Injunction (“JUDGMENT”) by the Court without the taking
7 of proof and without trial or adjudication of any fact or law, without this JUDGMENT
8 constituting evidence of or an admission by DEFENDANTS regarding any issue of law or fact
9 alleged in the Complaint on file, and without DEFENDANTS admitting any liability, and with all
10 parties having waived their right to appeal, and the Court having considered the matter and good
11 cause appearing:

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

13 **I. PARTIES AND JURISDICTION**

14 1. This Court has jurisdiction over the allegations and subject matter of the People’s
15 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
16 this Court has jurisdiction to enter this JUDGMENT. This JUDGMENT is entered pursuant to the
17 California Consumer Privacy Act of 2018, Civil Code section 1798.100 *et seq.*, as amended
18 (“CCPA”), and the Unfair Competition Law, Business and Professions Code section 17200 *et*
19 *seq.* (“UCL”).

20 **II. DEFINITIONS**

21 The following terms in this JUDGMENT shall have these meanings:

- 22 2. CHILD or CHILDREN means an individual or individuals under the age of 13.
- 23 3. CLEAR AND CONSPICUOUS means that a required disclosure is easily
24 noticeable and easily understandable by ordinary people.
- 25 4. COLLECTS or COLLECTION has the same meaning as provided in Civil Code
26 section 1798.140, subdivision (f).
- 27 5. CONSUMER means a natural person who is a California resident.

1 6. CROSS-CONTEXT BEHAVIORAL ADVERTISING means the targeting of
2 advertising to a consumer based on the consumer's personal information obtained from the
3 consumer's activity across businesses, distinctly-branded internet websites, applications, or
4 services, other than the business, distinctly-branded internet website, application, or service with
5 which the consumer intentionally interacts, as provided in Civil Code section 1798.140(k).

6 7. DEFENDANTS means DISNEY DTC, LLC, a Delaware limited liability
7 company, and ABC Enterprises, Inc., California corporation, with their headquarters in Burbank,
8 California, on behalf of their affiliates and subsidiaries, and their respective successors and
9 assigns. For the avoidance of doubt, DEFENDANTS includes any U.S. corporate member of The
10 Walt Disney Family of Companies that links to or includes The Walt Disney Company privacy
11 policy,¹ or its successor privacy policy, on its website, application, or online service.

12 8. DISNEY ACCOUNT means a CONSUMER'S MyDisney account, or its
13 successor account registration system that a CONSUMER can use to log into DISNEY
14 SERVICES.

15 9. DISNEY SERVICES means any website, application, or online service that
16 DEFENDANTS operate that COLLECT CONSUMER PERSONAL INFORMATION that
17 DEFENDANTS SELL, SHARE, or use to conduct CROSS-CONTEXT BEHAVIORAL
18 ADVERTISING, including without limitation, DISNEY STREAMING SERVICES.

19 10. DISNEY STREAMING SERVICES means video services that DEFENDANTS
20 offer and operate for CONSUMERS to stream live and on-demand content over the internet via
21 websites and applications for mobile and connected devices, including but not limited to Disney+,
22 Hulu, and ESPN+.

23 11. EFFECTIVE DATE means the date this JUDGMENT is entered.

24 12. MINOR or MINORS mean an individual or individuals at least 13 years of age
25 and less than 16 years of age.

26
27
28 ¹ Available at <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/>.

1 13. NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING has the same meaning
2 as provided in California Code of Regulations, title 11, section 7001, subdivision (s), and
3 California Code of Regulations, title 11, section 7013.

4 14. OPT-OUT LINK means the Do Not Sell or Share My Personal Information link
5 provided in Civil Code section 1798.135, subdivision (a)(1), and California Code of Regulations,
6 title 11, sections 7013, or the Alternative Opt-Out Link provided in Civil Code section 1798.135,
7 subdivision (a)(3), and California Code of Regulations, title 11, sections 7001, subdivision (b)
8 and 7015, and in the case of mobile or connected device applications shall mean any setting or
9 menu option that leads the CONSUMER to a page, setting, or control that enables the
10 CONSUMER to opt-out of the sale or sharing of the CONSUMER'S PERSONAL
11 INFORMATION.

12 15. OPT-OUT PREFERENCE SIGNAL has the same meaning as provided in
13 California Code of Regulations, title 11, section 7001, subdivision (u), and California Code of
14 Regulations, title 11, section 7025, subdivision (b).

15 16. PARENT includes a legal guardian.

16 17. PERSONAL INFORMATION means information that identifies, relates to,
17 describes, is reasonably capable of being associated with, or could reasonably be linked, directly
18 or indirectly, with a particular CONSUMER or household. PERSONAL INFORMATION
19 includes the items listed in the definition of "personal information" found in Civil Code section
20 1798.140, subdivision (v), which includes, without limitation, "unique identifier" or "unique
21 personal identifier" as set forth in Civil Code section 1798.140, subdivision (aj).

22 18. PRIVACY POLICY has the same meaning as provided in California Code of
23 Regulations, title 11, section 7001, subdivision (w), and California Code of Regulations, title 11,
24 section 7011.

25 19. SALE, SELL, OR SELLING has the same meaning as provided in Civil Code
26 section 1798.140, subdivision (ad).

27 20. SHARE or SHARING has the same meaning as provided in Civil Code section
28 1798.140, subdivision (ah).

21. THIRD PARTY OR THIRD PARTIES has the same meaning as provided in Civil Code section 1798.140, subdivision (ai).

III. INJUNCTIVE PROVISIONS

22. Nothing in this JUDGMENT alters the requirements of state or federal law to the extent they offer greater protection to CONSUMERS.

23. The injunctive provisions of this JUDGMENT, entered pursuant to Business and Professions Code section 17203 and Civil Code section 1798.199.90, shall apply to:

(a) DEFENDANTS; (b) their directors, officers, and employees; (c) their subsidiaries and affiliated entities; (d) their agents and independent contractors; and (e) their successors and the assigns of all or substantially all of the assets of their business.

COMPLIANCE WITH THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

CONSUMERS' RIGHT TO OPT OUT OF SALE OR SHARING OF PERSONAL INFORMATION

24. In connection with DISNEY STREAMING SERVICES, DEFENDANTS shall comply with the following provisions of the CCPA and its implementing regulations related to required notices and CONSUMERS' right to opt-out of the SELLING or SHARING of their PERSONAL INFORMATION: Civil Code sections 1798.100, 1798.120, 1798.130, subdivisions (a)(5) and (a)(6), and 1798.135; California Code of Regulations, title 11, sections 7003, 7004, 7010, 7011, 7012, 7013, 7015, 7025, 7026, and 7060, subdivision (b), including as they may be amended or modified.

25. DEFENDANTS shall provide CLEAR AND CONSPICUOUS notice to CONSUMERS in connection with DISNEY SERVICES that DEFENDANTS conduct CROSS-CONTEXT BEHAVIORAL ADVERTISING using PERSONAL INFORMATION obtained from THIRD PARTIES. Such notice shall be in a manner that provides CONSUMERS a meaningful understanding of the information being collected, the categories of sources from which the PERSONAL INFORMATION is collected, and that directs CONSUMERS to DEFENDANTS' NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING.

26. DEFENDANTS shall implement a consumer-friendly, easy to execute opt-out process that allows CONSUMERS to opt-out with minimal steps, including through use of an OPT-OUT PREFERENCE SIGNAL consistent with applicable obligations under the CCPA, on DISNEY STREAMING SERVICES. For a CONSUMER who opts-out, DEFENDANTS shall stop SELLING and SHARING the CONSUMER'S PERSONAL INFORMATION and shall stop conducting CROSS-CONTEXT BEHAVIORAL ADVERTISING for that CONSUMER.

a. When a CONSUMER is logged-in to their DISNEY ACCOUNT ("logged-in CONSUMER") within DISNEY STREAMING SERVICES, and that CONSUMER opts out, including through use of an OPT-OUT PREFERENCE SIGNAL, DEFENDANTS shall effectuate the CONSUMER'S opt-out choice across all DISNEY STREAMING SERVICES that DEFENDANTS associate with the CONSUMER'S DISNEY ACCOUNT.

b. When a CONSUMER is not logged-in to their DISNEY ACCOUNT, or does not have a DISNEY ACCOUNT, and that CONSUMER opts out, including through use of an OPT-OUT PREFERENCE SIGNAL, DEFENDANTS shall inform the CONSUMER that it may be necessary to log-in to the CONSUMER'S DISNEY ACCOUNT, or direct the CONSUMER to provide the minimal amount of PERSONAL INFORMATION necessary, to fully effectuate the CONSUMER'S opt-out choice. For CONSUMERS who do not have a DISNEY ACCOUNT, choose not to log-in to their account, or who do not provide the necessary additional information, DEFENDANTS shall treat the CONSUMER'S opt-out choice as a request to opt out of SALE or SHARING for that browser, application, or device and any consumer profile that DEFENDANTS associate with that browser, application or device, including pseudonymous profiles that DEFENDANTS maintain in connection with SELLING/SHARING or CROSS-CONTEXT BEHAVIORAL ADVERTISING.

c. DEFENDANTS shall provide a CLEAR AND CONSPICUOUS OPT-OUT LINK within all DISNEY STREAMING SERVICES that shall either immediately effectuate the CONSUMER'S choice to opt-out of SALE and SHARING, or in the alternative, direct the CONSUMER to the NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING consistent with applicable obligations under the CCPA.

1 d. DEFENDANTS shall provide the NOTICE OF RIGHT TO OPT-OUT OF
2 SALE/SHARING within all DISNEY STREAMING SERVICES. If the OPT-OUT LINK does
3 not immediately effectuate the CONSUMER'S choice to opt-out, the NOTICE OF RIGHT TO
4 OPT-OUT OF SALE/SHARING shall include an easy-to-use opt-out method, such as a simple
5 toggle or check box.

6 e. The NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING shall be
7 formatted and designed to fit and scale to the web browser, application, or device where it is
8 provided, and shall not require a CONSUMER to unnecessarily search or scroll through text to
9 effectuate DEFENDANTS' opt-out or use hard-to-find-links, unlabeled carets, arrows, or other
10 hidden menu icons, that add unnecessary steps and may be unclear.

11 27. DEFENDANTS shall expeditiously update all DISNEY SERVICES to comply
12 with the requirements of paragraph 26 and will provide compliance updates as set forth below.

13 28. DEFENDANTS shall provide a means by which the CONSUMER can confirm
14 that their request to opt-out of SALE/SHARING has been processed by DEFENDANTS, such as
15 within the settings or preferences menu for the CONSUMER'S DISNEY ACCOUNT.

16 29. If DEFENDANTS make available to CONSUMERS other choices related to
17 collection and use of PERSONAL INFORMATION such as cookie preferences, direct e-mail
18 marketing preferences, vendor specific processing (e.g., related to audience measurement),
19 DEFENDANTS shall avoid language and choice architecture likely to confuse or deceive
20 CONSUMERS into believing that other choice(s) either: (i) must also be selected in order to opt
21 out of SELLING or SHARING, or (ii) constitute an opt-out instructing DEFENDANTS not to
22 SELL or SHARE the CONSUMER'S PERSONAL INFORMATION to all THIRD PARTIES.
23 DEFENDANTS shall not implement other user choices in a manner likely to subvert or impair
24 user decision-making or choice related to opting out of the SELLING or SHARING of their
25 PERSONAL INFORMATION.

26 30. DEFENDANTS shall comply with a CONSUMER'S opt-out choice as required by
27 CCPA, including notifying all THIRD PARTIES to whom DEFENDANTS have SOLD or
28 SHARED a CONSUMER'S PERSONAL INFORMATION, after the CONSUMER submits the

1 request to opt-out of SALE/SHARING and before the DEFENDANTS comply with that request,
2 that the CONSUMER has made a request to opt-out of SALE/SHARING and directing the
3 THIRD PARTY to comply with the CONSUMER'S request and forward the request to any other
4 person to whom the THIRD PARTY has made the PERSONAL INFORMATION available
5 during that time period.

6 31. With respect to PERSONAL INFORMATION that DEFENDANTS make
7 available to a THIRD PARTY, DEFENDANTS shall take reasonable and appropriate steps to
8 ensure that such THIRD PARTIES use such PERSONAL INFORMATION in a manner
9 consistent with DEFENDANTS' obligations under the CCPA.

10 32. DEFENDANTS shall continue to not SELL or SHARE the PERSONAL
11 INFORMATION of consumers that it has actual knowledge are CHILDREN or MINORS unless
12 the MINOR or PARENT, in the case of a CHILD, has affirmatively authorized such SELLING
13 OR SHARING, including as set forth in Civil Code sections 1798.120(c), 1798.135(c)(5); and
14 California Code of Regulations, title 11, sections 7070-7072, as may be amended or modified.

15 **COMPLIANCE PROGRAM**

16 33. Within 60 days of the EFFECTIVE DATE, DEFENDANTS shall update the
17 People on the progress of their compliance with Paragraphs 26-27 of this JUDGMENT and shall
18 provide updates every 60 days thereafter until all DISNEY SERVICES comply with the
19 requirements of Paragraphs 26-27 of this JUDGMENT.

20 34. Within 180 days of the EFFECTIVE DATE, and for a period of three years
21 thereafter, DEFENDANTS shall implement and maintain a program to assess and monitor
22 whether they are effectively providing methods of opting out of SELLING AND SHARING that
23 are consumer-friendly, easy to execute, require minimum steps, and which, as appropriate, fully
24 implement a CONSUMER'S opt-out choice account-wide on each web property, application, and
25 device used to access DISNEY SERVICES as described in Paragraphs 24-30 of this
26 JUDGMENT, and that DEFENDANTS are providing disclosures and notices that comply with
27 this JUDGMENT. For three years from the EFFECTIVE DATE, DEFENDANTS shall document
28 and share the results of this review with the People in an annual report.

1 35. All reports, reviews, and sharing of information pursuant to this JUDGMENT
2 shall be treated as confidential and as exempt from disclosure under the relevant public records
3 laws, including Cal. Gov. Code § 7920.000 *et seq.*

4 **MONETARY PROVISIONS**

5 36. No later than thirty days after the EFFECTIVE DATE, DEFENDANTS shall pay
6 the California Attorney General's Office the amount of \$2,750,000 pursuant Civil Code Section
7 1798.199.90. Payment shall be made by wire transfer pursuant to instructions provided by the
8 California Attorney General's Office.

9 37. Except as otherwise expressly provided herein, each party shall bear its own
10 attorneys' fees and costs.

11 **RELEASE**

12 38. By entry of this JUDGMENT and following full payment of the amount due as set
13 forth in Paragraph 36, DEFENDANTS, and their directors, officers, employees, affiliates,
14 subsidiaries, and successors, are released and discharged from and against any and all civil claims
15 related to requests to opt-out of SALE or SHARING of PERSONAL INFORMATION on
16 DISNEY STREAMING SERVICES that were asserted, or that could have been asserted, in the
17 Complaint under the CCPA or the UCL.

18 **ADDITIONAL GENERAL PROVISIONS**

19 39. This Court retains jurisdiction for purposes of construction, modification, and
20 enforcement of this JUDGMENT.

21 40. Nothing in this JUDGMENT shall be construed as relieving DEFENDANTS of
22 their obligations to comply with all state and federal laws, regulations, or rules, or as granting
23 permission to engage in any acts or practices prohibited by such law, regulation, or rule.

24 41. DEFENDANTS shall use reasonable efforts to notify their officers, directors,
25 employees, agents, contractors, and affiliates responsible for carrying out and effecting the terms
26 of this JUDGMENT and the requirements therein.

27 42. Notices and reports under this JUDGMENT shall be served by email and regular
28 mail as follows:

02/14/2025

1 To the People of the State of California:

2 Maneesh Sharma and Stacey Schesser
3 California Attorney General's Office
4 455 Golden Gate Ave, Suite 11000
5 San Francisco, CA 94122
6 Email: Maneesh.Sharma@doj.ca.gov
7 Stacey.Schesser@doj.ca.gov

8 To Disney DTC, LLC and ABC Enterprises, Inc.:

9 Alysa Z. Hutnik
10 Austin J. Del Priore
11 Kelley Drye & Warren LLP
12 670 Maine Avenue SW, Suite 600
13 Washington, DC 20024
14 Email: ahutnik@kelleydrye.com
15 adelpriore@kelleydrye.com

16 43. This JUDGMENT shall take effect immediately upon entry thereof.

17 44. The clerk is directed to enter this JUDGMENT forthwith.

18 IT IS SO ORDERED.

19 At Los Angeles, California. The 11th day of February, 2026.





Judge of the Superior Court

Daniel M. Crowley / Judge