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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES
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14
15 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

16 Plaintiff,

17 v.
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19 **SLING TV L.L.C.;
DISH MEDIA SALES L.L.C.,**

20 Defendants.
21
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CASE NO.:

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

1 Plaintiff, the People of the State of California (“the People”), appearing through its
2 attorney, Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General
3 Amos E. Hartston, Yen P. Nguyen, and Maneesh Sharma and Supervising Deputy Attorney
4 General Stacey D. Schesser, and Defendants Sling TV L.L.C. and Dish Media Sales L.L.C.
5 (“Defendants”), appearing through their attorney, Alys Z. Hutnik, of Kelly Drye & Warren LLP,
6 having stipulated to the entry of this Final Judgment and Permanent Injunction (“JUDGMENT”)
7 by the Court without the taking of proof and without trial or adjudication of any fact or law,
8 without this JUDGMENT constituting evidence of or an admission by Defendants regarding any
9 issue of law or fact alleged in the Complaint on file, and without Defendants admitting any
10 liability, and with all parties having waived their right to appeal, and the Court having considered
11 the matter and good 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.
- 28

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,
6 subdivision (k).

7 7. DEFENDANTS mean Sling TV L.L.C., Delaware-incorporated, and Dish Media
8 Sales L.L.C., Colorado-incorporated, each limited liability companies headquartered in
9 Englewood, Colorado, and their respective successors and assigns. Sling TV L.L.C. is the
10 operating entity of the Sling TV internet-based live TV and streaming service. Dish Media Sales
11 L.L.C. is an affiliate of Sling TV L.L.C. and is responsible for the monetization of advertising on
12 Sling TV and processes customer data in this role.

13 8. EFFECTIVE DATE means the date this JUDGMENT is entered.

14 9. MADE FOR CHILDREN OR MINORS is programming that is targeted to
15 CHILDREN or MINORS. Considerations include, without limitation, the programming’s subject
16 matter; visual content; use of animated characters; CHILD-oriented, or MINOR-oriented
17 activities and incentives; music or other audio content; age of models; presence of CHILD or
18 MINOR celebrities, or celebrities who appeal to CHILDREN or MINORS; language or other
19 characteristics; and whether advertising promoting or appearing on the programming is directed
20 to CHILDREN or MINORS. Other considerations include evidence regarding the programming’s
21 audience composition, the intended audience, marketing or promotional materials or plans,
22 representations to CONSUMERS or to third parties, reviews by users or third parties, and the age
23 of users or viewers of similar content. It is not required that CHILDREN or MINORS are targeted
24 as the primary audience.

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

1 11. 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 12. PARENT includes a legal guardian.

5 13. PERSONAL INFORMATION means information that identifies, relates to,
6 describes, is reasonably capable of being associated with, or could reasonably be linked, directly
7 or indirectly, with a particular CONSUMER or household. PERSONAL INFORMATION
8 includes the items listed in the definition of “personal information” found in Civil Code section
9 1798.140, subdivision (v), which includes, without limitation, “unique identifier” or “unique
10 personal identifier” as set forth in Civil Code section 1798.140, subdivision (aj).

11 14. PRIVACY POLICY has the same meaning as provided in California Code of
12 Regulations, title 11, section 7001, subdivision (w), and California Code of Regulations, title 11,
13 section 7011.

14 15. PROGRAMMERS mean third parties that license audio visual content to
15 DEFENDANTS for distribution through the SLINGTV service.

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

18 17. SHARE or SHARING has the same meaning as provided in Civil Code section
19 1798.140, subdivision (ah).

20 18. SLINGTV means the app-based TV service, available on various devices
21 including TVs and players, mobile devices, computers, gaming consoles, and via the
22 www.sling.com website, offered and operated by DEFENDANTS that allows CONSUMERS to
23 stream live and on-demand content over the internet.

24 19. THIRD PARTY has the same meaning as provided in Civil Code section
25 1798.140, subdivision (ai).

26 **III. INJUNCTIVE PROVISIONS**

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

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

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

6 **COMPLIANCE WITH THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**

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

9 22. In connection with SLINGTV, DEFENDANTS shall comply with the following
10 provisions of the CCPA and its implementing regulations related to required notices and
11 CONSUMERS' right to opt-out of the SELLING or SHARING of their PERSONAL
12 INFORMATION: Civil Code sections 1798.100, 1798.120, 1798.130, and 1798.135; California
13 Code of Regulations, title 11, sections 7003, 7004, 7010, 7011, 7012, 7013, 7015, 7025, 7026,
14 and 7060, including as they may be amended or modified.

15 23. DEFENDANTS shall provide CLEAR AND CONSPICUOUS notice to
16 CONSUMERS in connection with SLINGTV that DEFENDANTS COLLECT PERSONAL
17 INFORMATION about the CONSUMER from third parties, that DEFENDANTS SELL or
18 SHARE the CONSUMER's PERSONAL INFORMATION, and that DEFENDANTS conduct
19 CROSS-CONTEXT BEHAVIORAL ADVERTISING using PERSONAL INFORMATION
20 obtained from THIRD PARTIES. Such notice shall be in a manner that provides CONSUMERS a
21 meaningful understanding of the information being collected, the categories of sources from
22 which the PERSONAL INFORMATION is collected, and that CONSUMERS have the "right to
23 opt-out" of the SALE or SHARING of their PERSONAL INFORMATION.

24 24. DEFENDANTS shall provide a CLEAR AND CONSPICUOUS link on its
25 homepages for SLINGTV titled "Do Not Sell or Share My Personal Information," or, if used, an
26 Alternative Opt-out Link titled "Your Privacy Choices" or "Your California Privacy Choices"
27 with the opt-out icon, that complies with Civil Code section 1798.135 and California Code of
28 Regulations, title 11, sections 7013 and 7015. For the SLINGTV mobile applications (iOS and

1 Android) and the SLINGTV applications made available through various TVs, players, gaming
2 consoles, and other devices (e.g., Roku, Apple TV, Amazon Firestick, Google TV, Samsung, LG,
3 Vizio, Tivo, Xbox), the links shall be CLEAR AND CONSPICUOUS within the app if technically
4 feasible, such as on the app's introductory page, in the app's footer, within the app's settings
5 menu, and/or another easy-to-find location. If selected, the links shall either immediately
6 effectuate the CONSUMER's right to opt-out of SALE and SHARING, or in the alternative,
7 direct the CONSUMER to the NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING
8 consistent with applicable obligations under the CCPA.

9 25. DEFENDANTS shall provide a CLEAR AND CONSPICUOUS opt-out system
10 for SLINGTV that is consumer-friendly, easy to execute, requires minimal steps, allows the
11 consumer to see if they are opted-in or opted-out, and directs DEFENDANTS not to SELL or
12 SHARE the CONSUMER's PERSONAL INFORMATION.

13 a. Where a CONSUMER is logged-in to their SLINGTV account,
14 DEFENDANTS shall not require the CONSUMER to fill out a webform with identification
15 information (e.g., name, address, phone number, email address). Instead, DEFENDANTS shall
16 provide the CONSUMER with a toggle or other opt-out method that is easy to execute, requires
17 minimal steps, and does not require the CONSUMER to provide additional information beyond
18 what is necessary to direct DEFENDANTS not to SELL or SHARE their PERSONAL
19 INFORMATION. DEFENDANTS shall fully implement a logged-in CONSUMER's opt-out
20 choice account-wide across devices and browsers.

21 b. Where a CONSUMER does not have a SLINGTV account or is not
22 logged-in to such account, DEFENDANTS shall inform the CONSUMER that it may be
23 necessary to log-in to their SLINGTV account or provide necessary PERSONAL
24 INFORMATION to have their opt-out choice fully implemented. For CONSUMERS who do not
25 have a SLINGTV account, choose not to log-in to their SLINGTV account, or who do not
26 provide the necessary additional information, DEFENDANTS shall treat the CONSUMER's opt-
27 out choice as a request to opt out of SALE or SHARING for that browser or device and any
28 consumer profile that DEFENDANTS associate with that browser or device, including

1 pseudonymous profiles, in the context of SELLING or SHARING their PERSONAL
2 INFORMATION or CROSS CONTEXT BEHAVIORAL ADVERTISING.

3 26. For each platform or device used to access the SLINGTV app, DEFENDANTS
4 shall implement an in-app, easy-to-use opt-out method with minimal steps such as a simple
5 toggle, not requiring use of a second device. If implementation of an in-app toggle or similar
6 method is not commercially and technically practicable, DEFENDANTS shall simplify the in-app
7 opt-out method as much as possible such as by providing a QR code (quick-response code) that
8 captures the CONSUMER's log-in information (to the extent the CONSUMER is in a logged-in
9 state) and either immediately effectuates the CONSUMER's right to opt-out account-wide across
10 devices and browsers or directs the CONSUMER to the NOTICE OF RIGHT TO OPT-OUT OF
11 SALE/SHARING where a CONSUMER can learn about and easily opt-out without being
12 required to log-in again or fill out a webform.

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

23 28. DEFENDANTS shall not require CONSUMERS to use hard-to-find links to
24 effectuate an opt-out, such as requiring CONSUMERS to search or scroll through text to locate
25 DEFENDANTS' opt out or to find an unlabeled caret, arrow, or other menu symbol that adds
26 unnecessary steps or may be unclear.

27 29. DEFENDANTS shall not use confirmation questions or screens that require the
28 CONSUMER to take additional steps to exercise their right, or attempt to dissuade

1 CONSUMERS from exercising their right, to opt out of SELLING OR SHARING the
2 CONSUMER's PERSONAL INFORMATION.

3 30. DEFENDANTS shall not direct CONSUMERS seeking to opt-out to choices that
4 have no bearing on the CONSUMER (e.g., directing a CONSUMER accessing SLINGTV via a
5 SLINGTV app to website cookie choices on DEFENDANTS' website).

6 **SPECIAL RULES REGARDING CHILDREN AND MINORS**

7 31. In connection with SLINGTV, DEFENDANTS shall comply with the following
8 provisions of the CCPA and its implementing regulations related to special rules regarding
9 CONSUMERS under 16 years of age: Civil Code, § 1798.120, subdivision (c); California Code
10 of Regulations, title 11, sections 7070-7072, including as they may be amended or modified.

11 32. DEFENDANTS shall allow CONSUMERS who create a SLINGTV account to
12 create "kids" (or similarly named) profiles intended for use by CHILDREN and/or MINORS that
13 defaults off the SALE and SHARING of PERSONAL INFORMATION and CROSS-CONTEXT
14 BEHAVIORAL ADVERTISING using PERSONAL INFORMATION obtained from THIRD
15 PARTIES.

16 33. DEFENDANTS shall default off the SALE and SHARING of PERSONAL
17 INFORMATION and CROSS-CONTEXT BEHAVIORAL ADVERTISING on channels
18 designated as MADE FOR CHILDREN OR MINORS using the system described in Paragraphs
19 34 and 36, including, without limitation, the channels listed in Exhibit A.

20 34. DEFENDANTS shall maintain a system for PROGRAMMERS to designate to
21 DEFENDANTS their channels as MADE FOR CHILDREN OR MINORS.

22 35. For channels designated as MADE FOR CHILDREN OR MINORS,
23 DEFENDANTS shall not make available to advertising partners the display of advertising that is
24 based on or inferred from PERSONAL INFORMATION related to the CONSUMER or
25 household.

26 36. At least annually, and as new channels are added to SLINGTV, DEFENDANTS
27 shall assess if any additional channels available on SLINGTV appropriately should be designated
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1 as MADE FOR CHILDREN OR MINORS and classify such channels as MADE FOR
2 CHILDREN OR MINORS.

3 37. Data deletion: DEFENDANTS shall delete PERSONAL INFORMATION
4 COLLECTED from or regarding CONSUMERS who DEFENDANTS HAVE ACTUAL
5 KNOWLEDGE are CHILDREN or MINORS on SLINGTV in DEFENDANTS' possession
6 through the EFFECTIVE DATE.

7 **COMPLIANCE PROGRAM**

8 38. Within 180 days of the EFFECTIVE DATE, and for a period of three years
9 thereafter, DEFENDANTS shall implement and maintain a program to assess and monitor
10 whether it is effectively providing methods of opting out of SELLING AND SHARING on
11 SLINGTV that are consumer-friendly, easy to execute, require minimum steps, and which, as
12 appropriate, fully implement a CONSUMER's opt-out choice account-wide on each platform and
13 device used to access the Sling TV app as described in Paragraphs 22 - 30 of this JUDGMENT,
14 and that DEFENDANTS are providing disclosures and notices that comply with this
15 JUDGMENT. For three years from the EFFECTIVE DATE, DEFENDANTS shall document and
16 share the results of this review with the People in an annual report.

17 39. Within 180 days of the EFFECTIVE DATE, and for a period of three years
18 thereafter, DEFENDANTS shall implement and maintain a program to assess and monitor
19 whether it is making reasonable efforts to comply with Paragraphs 31 - 37 of this JUDGMENT
20 relating to special rules regarding CHILDREN and MINORS on SLINGTV. For three years from
21 the EFFECTIVE DATE, DEFENDANTS shall document and share the results of this review with
22 the People in an annual report.

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

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42. The civil penalty set forth in Paragraph 41 shall be deemed satisfied and extinguished if DEFENDANTS timely make payments as follows:

b. No later than one year after the EFFECTIVE DATE, DEFENDANTS shall make a further payment totaling \$265,000.

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44. By entry of this JUDGMENT and following full payment of the amount due as set forth in Paragraphs 41 - 42, DEFENDANTS and its directors, officers, employees, subsidiaries, and successors, are released and discharged from and against any and all civil claims related to requests to opt-out of SALE or SHARING of PERSONAL INFORMATION and CHILDREN's or MINOR's privacy on SLINGTV that were asserted, or that could have been asserted, in the Complaint under the CCPA or the UCL.

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46. Nothing in this JUDGMENT shall be construed as relieving DEFENDANTS of their 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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1 48. Notices and reports under this JUDGMENT shall be served by email and regular
2 mail as follows:

3 To the People of the State of California:

4 Amos Hartston and Stacey Schesser
5 California Attorney General's Office
6 300 South Spring Street, Suite 1702
7 Los Angeles, CA 90013
8 Email: Amos.Hartston@doj.ca.gov
9 Stacey.Schesser@doj.ca.gov

10 To Sling TV L.L.C. and Dish Media Sales L.L.C.:

11 Alysa Hutnik
12 Kelley Drye & Warren LLP
13 Washington Harbour, Suite 400
14 3050 K Street, NW
15 Washington, DC 20007
16 Email: ahutnik@kelleydrye.com

17 49. This JUDGMENT shall take effect immediately upon entry thereof.

18 50. The clerk is directed to enter this JUDGMENT forthwith.

19 IT IS SO ORDERED.

20 At Los Angeles, California, the _____ day of October, 2025.

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Judge of the Superior Court

Exhibit A

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EXHIBIT A

1. Alebrije
2. BabyTV
3. Barney and Friends
4. BatteryPop
5. Bob the Builder
6. Boomerang
7. Cartoon Network
8. Disney Channel
9. Disney Junior
10. Disney XD
11. DuckTV
12. FamilyTime
13. FilmRise Family
14. FilmRise Kids
15. Fireman Sam
16. Kabillion
17. Kartoon Channel
18. LEGOI Kids En Espanol
19. Nick Jr.
20. NickToons
21. Nickelodeon
22. Ninja Kids TV
23. Noursat Kids
24. PW Kids
25. Pitufo TV
26. Pocket.Watch
27. Rainbow Ruby
28. Rev and Roll
29. Ryan and Friends
30. Sensical Gaming

- 1 31. Sensical Jr.
- 2 32. Sensical Makers
- 3 33. Shemaroo Kids
- 4 34. Slugterra
- 5 35. Sonic
- 6 36. Strawberry Shortcake
- 7 37. TG Junior
- 8 38. TeenNick
- 9 39. Teletubbies
- 10 40. The Playground
- 11 41. Toon Goggles
- 12 42. Yipee Kids TV
- 13 43. YoYo TV
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