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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

25STCV31561

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Case No.

Plaintiff,

COMPLAINT FOR INJUNCTION, CIVIL
PENALTIES, AND OTHER EQUITABLE
RELIEF

SLING TV L.L.C.;
DISH MEDIA SALES L.L.C.

(Civ. Code, § 1798.100 et seq.;
Bus & Prof. Code, § 17200 et seq.)

Defendants.

The People of the State of California, through Attorney General Rob Bonta, bring this action against Defendants Sling TV L.L.C. and Dish Media Sales L.L.C. (collectively “Sling TV”) for violations of California’s consumer protection laws. The People allege the following facts based on information and belief:

INTRODUCTION

1. Californians enjoy strong privacy protections under the California Consumer Privacy Act (“CCPA”)—especially the right to direct a business to stop selling or sharing their personal information, known as “the right to opt-out.” The CCPA right to opt-out gives consumers meaningful control over how their personal information is used, especially in an online environment where personal data is collected, shared, and sold in ways that may not be obvious to a consumer. The right to opt-out is broad and applies to both online and offline data selling and sharing, and must be easy to execute and require minimal steps. Businesses should not bury the CCPA opt out with other choices, like cookie preferences, that do not provide the same broad directive to stop selling or sharing data. Conflating or combining a consumer’s right to opt-out with cookie choices or using other design elements that require multiple steps, unnecessarily request additional information, or prompt confirmation can be confusing or add unnecessary burden for consumers seeking to exercise their privacy rights.

2. Sling TV is an internet-based live TV and media streaming service that collects and processes consumer personal information in connection with targeted advertising on its platform. Sling TV deceptively directed consumers seeking to exercise their CCPA right to opt-out to its cookie preference controls—even though cookies are not the only way Sling TV sells and shares consumers’ data. Consumers who figured out that turning off cookies would not stop all selling and sharing of their information had to click through hard-to-find links and fill out a webform to actually opt out. Even logged-in customers, where Sling TV already had the information necessary to stop selling or sharing the customer’s personal information, were required to provide additional information. Sling TV also did not provide an opt-out method within its apps, even though most Sling TV customers use the app on various connected living-room devices to access its services. Instead, Sling TV customers were required to type in a complicated URL in a

1 separate web browser and work through several additional steps. In doing so, Sling TV violated
2 the CCPA by failing to provide consumers with easy-to-use methods to opt out of selling and
3 sharing of their personal information.

4 3. Unlike other streaming services, while Sling TV allowed users to create user profiles
5 by asking “Who’s Watching?”, it did not offer parents the ability to set one or more user profiles
6 as a “kid’s profile” that would eliminate or limit the use of targeted advertising when children are
7 watching. Nor did Sling TV otherwise age-screen users, default off personalized advertising, or
8 obtain affirmative “opt-in” authorization when children likely were watching on shared household
9 devices. For these and other reasons, Sling TV did not implement sufficient protections for the
10 data of children watching Sling TV.

11 **PARTIES**

12 4. Plaintiff is the People of the State of California. The People bring this action by and
13 through Attorney General Rob Bonta. The Attorney General is authorized to bring this action
14 under Civil Code section 1798.199.90 and Business and Professions Code sections 17204 and
15 17206.

16 5. Defendant Sling TV L.L.C. is a Delaware limited liability company headquartered in
17 Englewood, Colorado. Sling TV L.L.C. is an affiliate of Dish Network L.L.C. and an indirect
18 subsidiary of EchoStar Corporation. Sling TV L.L.C. is the operating entity of the Sling TV
19 internet-based live TV and streaming service.

20 6. Defendant Dish Media Sales L.L.C. is a Colorado limited liability company
21 headquartered in Englewood, Colorado. Dish Media Sales L.L.C. is a Sling TV L.L.C. affiliate
22 that works with advertisers interested in exposure to audiences on Sling TV, including through
23 targeted advertising campaigns. Defendants Sling TV L.L.C. and Dish Media Sales L.L.C. are
24 collectively referred to herein as Sling TV.

25 **JURISDICTION AND VENUE**

26 7. Sling TV has conducted and continues to conduct business within the State of
27 California, including the City and County of Los Angeles, at all times relevant to this complaint.
28

1 The violations of law described herein were committed or occurred in the City and County of Los
2 Angeles and elsewhere in the State of California.

3 **FACTUAL ALLEGATIONS**

4 8. Sling TV was the first internet-based live TV service. Sling TV operates an app-
5 based, live television and streaming service that lets consumers watch sports, movies, and shows
6 live or on demand over the internet. Sling TV offers both paid subscriptions and a free ad-
7 supported streaming service called FreeStream. Sling TV includes advertising in both its
8 subscription and Freestream versions. Sling TV operates a website at www.sling.com and the
9 Sling TV application on various living room devices including smart/connected TVs, mobile
10 devices, and gaming consoles.

11 9. Sling TV's revenue includes both subscription fees and advertising revenue. Unlike
12 traditional cable and broadcast TV service, Sling TV's internet-based streaming service engages
13 in targeted advertising using the personal information of its customers similar to targeted
14 advertising on the internet. Sling TV sells or shares consumer personal information in connection
15 with targeted advertising.

16 10. To enhance its profits, Sling TV buys data about its customers, improving its targeted
17 advertising capabilities and making its ad spots more valuable to its advertising clients. Sling TV
18 purchases, licenses, or otherwise collects data about its customers and their households from
19 various data brokers and third-party vendors based on activity across businesses, distinctly
20 branded internet websites, applications, or services other than Sling TV (third-party data). The
21 third-party data includes detailed information such as age, gender, income, location, interests,
22 party affiliation, home and car ownership, and other detailed demographic and psychographic
23 attributes. Sling TV combines this third-party data about its customers with the data it has directly
24 from its customers (first-party data) to create an enhanced data set for targeted advertising
25 purposes. This allows Sling TV to maximize its advertising profits, providing advertisers the
26 valuable opportunity to precisely target consumers on its platform. This is a form of "cross-
27 context behavioral advertising" as defined in the CCPA, Civil Code, section 1798.140,
28 subdivision (k).

I. Sling TV Violated the CCPA By Not Providing Easy-to-Execute Methods for Consumers to Opt Out of the Selling and Sharing of Their Personal Information.

11. Sling TV made interface design choices that made it difficult for consumers seeking to effectuate their right to opt-out. Instead of a “Do Not Sell My Personal Information” link, Sling TV posted a “Your Privacy Choices” link, which directed consumers to cookie preferences. In this context, cookie preferences are not the same as a CCPA opt-out of the sale and sharing of a consumer’s personal information. Cookie choices typically include options to allow, limit, or refuse cookies placed in a browser or to manage similar tracking technologies on an internet website. But the CCPA opt-out right is broader: it permits a consumer to direct the business to stop all cookie-based and non-cookie-based selling and sharing of the consumer’s personal information across browsers, devices, and offline. Sling TV’s cookie choices did not operate as a CCPA opt-out directing the business to stop all selling and sharing of the consumer’s personal information.

12. Consumers who figured out that rejecting advertising and analytics cookies would not give them the protections mandated by the CCPA had to locate a link embedded in text that directed them to a separate opt-out page. To make matters worse, in one version Sling TV deceptively characterized cookie choices as “Do Not Sell/Share My Info,” indicated “Opted In” when cookies were allowed and “Opted Out” when cookies were turned off, and required consumers to find and click on an unlabeled caret to reveal the opt-out webform. This further led consumers to believe that merely turning off cookies was sufficient to effectuate their CCPA rights, added additional unnecessary steps, and likely deterred consumers from completing their CCPA opt-out request. Those consumers who successfully navigated their way through these steps and submitted the webform were then directed to a “Review your Request” page where they were asked “Are you sure?” and told “Please note: Being added to our ‘Do Not Sell’ list may result in losing some of the customization of advertisements to your interests.”

13. In addition, logged-in customers were unnecessarily burdened with this same multi-step opt-out process. When customers log into their Sling TV account, Sling TV can identify them without requiring the user to provide additional information. Nevertheless, to submit an opt-

1 out request, Sling TV required these logged-in and therefore already-identified consumers to
2 unnecessarily find and fill out a webform with their name, address, phone number, and email
3 address—information already available to Sling TV.

4 14. Compounding matters, the majority of consumers access Sling TV via a Sling TV app
5 available for various living-room devices such as TVs, players, and gaming consoles (e.g., Roku,
6 Apple TV, Amazon Fire TV Stick, Google TV, Samsung, LG, Vizio, Tivo, Xbox). Consumers
7 could not opt out within Sling TV's app. Instead, consumers had to use a different device with an
8 internet connection and type the following complicated, 55-character, non-obvious URL:
9 www.sling.com/offer-details/disclaimers/your-privacychoices. This URL directed the consumer
10 to the cookie preferences page associated with Sling TV's website. But changing cookie
11 preferences on Sling TV's website only stopped certain cookies and similar tracking technologies
12 on the specific browser used to access Sling TV's website—with no effect on Sling TV
13 continuing to sell or share the consumer's personal information when consumers returned to
14 watching Sling TV on their living-room device via the Sling TV app. Similar to website users,
15 consumers had to realize that rejecting cookies was not the same as submitting a CCPA opt out
16 and then had to locate a link embedded in text that directed them to a separate opt-out page.

17 15. In sum, Sling TV's opt-out methods on its website, on mobile, and on various devices
18 using the Sling TV app were not easy for consumers to execute, did not require minimal steps,
19 confused or deceived consumers, used hard-to-find links either embedded in text or unlabeled,
20 required filling out a webform – even for logged-in users, included a separate confirmation page,
21 and did not sufficiently consider the methods by which Sling TV primarily interacts with
22 consumers on app-based devices.

23 **II. Sling TV Did Not Provide Sufficient Privacy Protections for Children.**

24 16. Sling TV's terms of use and other notices stated that its service is not intended to be
25 used by persons under the age of 18. But Sling TV knew that children under 16 years old watch
26 Sling TV. Sling TV includes channels and programming directed to children. Programmers notify
27 Sling TV when their programming licensed to Sling TV is directed to children. Sling TV also
28 offers consumers the ability to use parental controls. Sling TV has access to demographic,

1 interest, and other account-level data about its consumers and their households obtained from data
2 brokers and other third-party vendors, including the presence of children under 16 years old in the
3 household. Further, Sling TV uses data about the presence of children in the household, and, in
4 some cases, that the children are within certain age ranges, to build specific groups of viewers
5 that can be targeted for cross-context behavioral advertising.

6 17. Sling TV implemented advertising restrictions for certain channels targeting
7 audiences under 13 years of age. However, Sling TV did not implement sufficient privacy
8 protections for children. Although Sling TV asked consumers “Who’s Watching?” when they log-
9 in to their account, and consumers are able to create multiple user profiles for their household,
10 Sling TV did not offer parents the ability to set one or more user profiles as a “kid’s profile” that
11 turned off the collection, sale, and sharing of consumer’s personal information and cross-context
12 behavioral advertising when children are watching. Nor did Sling TV age screen users or seek
13 affirmative authorization from consumers under 16 years of age, or parental “opt-in” consent for
14 children less than 13 years of age, for selling or sharing personal information when children
15 watch Sling TV.

16 18. Sling TV did not turn off the collection, sale, and sharing of personal information or
17 cross-context behavioral advertising when parental controls were turned on or otherwise when
18 children likely were watching Sling TV.

19 19. Sling TV did not regularly review its channels and programming to confirm channels
20 directed to children were designated for restricted advertising treatment. Some channels directed
21 to children were not appropriately designated for restricted treatment.

22 20. Sling TV did not protect children’s privacy by default and did not provide parents
23 with sufficient information and tools to protect their children’s privacy.
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FIRST CAUSE OF ACTION

**FOR VIOLATIONS OF THE CALIFORNIA CONSUMER PRIVACY ACT,
CIVIL CODE SECTION 1798.100 ET SEQ.**

(Against Defendants Sling TV L.L.C. and Dish Media Sales L.L.C.)

21. The People reallege and incorporate by reference each of the paragraphs above as though fully set forth herein.

22. Defendants have engaged in acts or practices that violated the CCPA within the meaning of Civil Code section 1798.199.90. These acts or practices include, but are not limited to, the following:

- a. Failing to provide methods for submitting requests to opt-out of sale/sharing that are easy for consumers to execute and require minimal steps. (Civ. Code §§ 1798.120, subd. (a), 1798.135, subd. (a); Cal. Code Regs., tit. 11, § 7026, subd. (b).)
- b. Failing to provide easy to read and understandable disclosures and communications to consumers, including elements that are confusing or deceptive to consumers, adding additional steps, and adding unnecessary burden or friction to the process by combining the CCPA opt out with cookie choices in a confusing manner. (Civ. Code §§ 1798.120, subd. (a), 1798.135, subd. (a); Cal. Code Regs., tit. 11, §§ 7003, subd. (a), 7004, and 7026, subds. (a), (b), (c) and (d).)
- c. Requiring a logged-in consumer submitting a request to opt-out of sale/sharing to provide additional information beyond what is necessary to direct the business not to sell or share the consumer's personal information. (Civ. Code §§ 1798.120, subd. (a), 1798.135, subd. (c)(1); Cal. Code Regs., tit. 11, § 7026, subd. (c).)
- d. Failing to provide an easy-to-use method for submitting requests to opt-out of sale/sharing reflecting the manner in which the business primarily interacts with

its customers, on app-based devices. (Civ. Code § 1798.120, subd. (a); Cal. Code Regs., tit. 11, § 7026, subd. (a).)

- e. Selling or sharing the personal information of consumers and engaging in cross-context behavioral advertising with actual knowledge that the consumer was less than 16 years of age without obtaining the required affirmative authorization. In the alternative, Sling TV willfully disregarded the consumer's age. (Civ. Code, § 1798.120, subd. (c).)

SECOND CAUSE OF ACTION

FOR VIOLATIONS OF THE UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.

(Against Defendants Sling TV L.L.C. and Dish Media Sales L.L.C.)

23. The People reallege and incorporate by reference each of the paragraphs above as though fully set forth herein.

24. Sling TV has engaged in unlawful, unfair, or fraudulent acts or practices, which constitute unfair competition within the meaning of Section 17200 of the Business and Professions Code. These acts or practices may include, but are not limited to, violations of the following:

- a. Civil Code section 1798.120, subdivisions (a) and (c);
- b. Civil Code section 1798.135, subdivisions (a) and (c); and
- c. California Code of Regulations, title 11, sections 7003, 7004, and 7026.

25. Sling TV also has engaged in fraudulent acts or practices by use of deceptive controls or dark patterns by, among other things, directing consumers to cookie choices that purported to allow them to stop all selling and sharing of their personal information but failed to do so.

PRAYER FOR RELIEF

WHEREFORE, the People pray for judgment as follows:

1. Pursuant to Civil Code section 1798.199.90, that the Court enter an injunction to prevent Defendants Sling TV L.L.C. and Dish Media Sales L.L.C., as well as their successors, agents, representatives, employees, and all persons who act in concert with them from engaging

1 in any act or practice that violates CCPA, including, but not limited to, as alleged in this
2 Complaint;

3 2. Pursuant to Civil Code section 1798.199.90, that the Court assess civil penalties of
4 two thousand six hundred sixty-three dollars (\$2,663) against each defendant for each violation of
5 CCPA, or seven thousand nine hundred eighty-eight dollars (\$7,988) for each intentional
6 violation and each violation involving the personal information of minor consumers, as proven at
7 trial;

8 3. Pursuant to Business and Professions Code section 17203, that the Court enter an
9 injunction and make such orders or judgments as may be necessary to prevent Defendants Sling
10 TV L.L.C. and Dish Media Sales L.L.C., as well as their successors, agents, representatives,
11 employees, and all persons who act in concert with them from engaging in any act or practice
12 which constitutes unfair competition;

13 4. Pursuant to Business and Professions Code section 17203, that the Court make such
14 orders or judgments as may be necessary to restore any person in interest any money or property
15 which may have been acquired by means of unfair competition in an amount according to proof;

16 5. Pursuant to Business and Professions Code section 17206, that the Court assess civil
17 penalties of two thousand five hundred dollars (\$2,500) against each defendant for each violation
18 of Business and Professions Code section 17200, as proven at trial;

19 6. Under the authority of Government Code section 12527.6, that the Court award the
20 remedy of disgorgement in an amount according to proof;

21 7. That the People recover their costs of suit; and

22 8. For such other and further relief as the Court deems just and proper.

23 Dated: October³⁰, 2025

Respectfully submitted,

24 ROB BONTA
25 Attorney General of California

26 AMOS E. HARTSTON
27 Deputy Attorney General
28 *Attorneys for the People of the State of
California*