

1 ROB BONTA  
Attorney General of California  
2 NICKLAS A. AKERS  
Senior Assistant Attorney General  
3 STACEY D. SCHESSER  
Supervising Deputy Attorney General  
4 MANEESH SHARMA (SBN 280084)  
AMOS E. HARTSTON (SBN 186471)  
5 Deputy Attorneys General  
455 Golden Gate Ave, Suite 11000  
6 San Francisco, CA 94102  
Telephone: (415) 510-3621  
7 Fax: (415) 510-1234  
E-mail: Maneesh.Sharma@doj.ca.gov  
8

9 *Attorneys for The People of the State of California*

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES  
13

14 THE PEOPLE OF THE STATE OF  
15 CALIFORNIA,

16 Plaintiff,

17 v.

18 JAM CITY, INC.,  
19

20 Defendant.  
21

CASE NO.:

25STCV34029

22 ~~[PROPOSED]~~ FINAL JUDGMENT AND  
23 PERMANENT INJUNCTION  
24  
25  
26  
27  
28

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 and Amos E. Hartston and Supervising Deputy Attorney General Stacey D.  
4 Schesser, and Defendant Jam City, Inc. (“DEFENDANT”), represented by their attorneys, Daniel  
5 M. Goldberg and Caren Decter of Frankfurt Kurnit Klein & Selz PC, having stipulated to the  
6 entry of this Final Judgment and Permanent Injunction (“JUDGMENT”) by the Court without the  
7 taking of proof and without trial or adjudication of any fact or law, without this JUDGMENT  
8 constituting evidence of or an admission by DEFENDANT regarding any issue of law or fact  
9 alleged in the Complaint on file, and without DEFENDANT 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-VERSION means a version of a mobile application configured not to  
23 SELL or SHARE CONSUMER PERSONAL INFORMATION, including, without limitation, in  
24 connection with cross-context behavioral advertising based on or inferred from PERSONAL  
25 INFORMATION COLLECTED through the mobile application.

26 3. CLEAR AND CONSPICUOUS means that a required disclosure is easily  
27 noticeable and easily understandable by ordinary CONSUMERS.  
28

11/21/2025

1           4.       COLLECTS or COLLECTION has the same meaning as provided in Civil Code  
2 section 1798.140, subdivision (f).

3           5.       CONSUMER means a natural person who is a California resident.

4           6.       DEFENDANT mean Jam City, Inc., a Delaware corporation headquartered in  
5 Culver City, California, and its successors and assigns.

6           7.       EFFECTIVE DATE means the date that DEFENDANT is served with notice that  
7 this JUDGMENT has been entered.

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

11          9.       OPT-OUT LINK means the Do Not Sell or Share My Personal Information link  
12 provided in Civil Code section 1798.135, subdivision (a), or the Alternative Opt-Out Link  
13 provided in California Code of Regulations, title 11, sections 7001, subdivision (b) and 7015, and  
14 in the case of mobile or connected device applications shall mean any setting or menu option that  
15 leads the CONSUMER to a page, setting, or control that enables the CONSUMER to opt-out of  
16 the SALE AND SHARING of the CONSUMER'S PERSONAL INFORMATION.

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

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

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

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

### III. INJUNCTIVE PROVISIONS

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

15. 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) DEFENDANT; (b) its directors, officers, and employees; (c) its subsidiaries; (d) its agents and independent contractors; and (e) its successors and the assigns of all or substantially all of the assets of its business.

### COMPLIANCE WITH THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

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

16. DEFENDANT 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.

17. To the extent DEFENDANT SELLS OR SHARES CONSUMER PERSONAL INFORMATION, DEFENDANT shall implement a consumer-friendly, easy to execute opt-out process that allows CONSUMERS to opt-out of DEFENDANT'S SALE or SHARING of CONSUMERS' PERSONAL INFORMATION with minimal steps.

a. DEFENDANT shall provide a CLEAR AND CONSPICUOUS OPT-OUT LINK within its website(s) 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.

11/21/2025

1                   b.       DEFENDANT shall provide a CLEAR AND CONSPICUOUS OPT-OUT  
2 LINK within its mobile applications that shall either immediately effectuate the CONSUMER'S  
3 choice to opt-out of SALE and SHARING, or in the alternative, direct the CONSUMER to the  
4 NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING consistent with applicable obligations  
5 under the CCPA. DEFENDANT shall provide the NOTICE OF RIGHT TO OPT-OUT OF  
6 SALE/SHARING within each application DEFENDANT make available to CONSUMERS. If  
7 the mobile application OPT-OUT LINK does not immediately effectuate the CONSUMER'S  
8 choice to opt-out, the mobile application's NOTICE OF RIGHT TO OPT-OUT OF  
9 SALE/SHARING shall include an easy-to-use opt-out method, such as a simple toggle or check  
10 box.

11                   c.       Where a CONSUMER opt-outs through a mobile application,  
12 DEFENDANT shall effectuate the CONSUMER'S opt-out choice across all of DEFENDANT'S  
13 mobile applications for any PERSONAL INFORMATION DEFENDANT associates with the  
14 CONSUMER.

15                   d.       DEFENDANT'S NOTICE OF RIGHT TO OPT-OUT OF  
16 SALE/SHARING shall request the minimal amount of PERSONAL INFORMATION necessary  
17 to effectuate the CONSUMER'S opt-out choice. The NOTICE OF RIGHT TO OPT-OUT OF  
18 SALE/SHARING shall be formatted and designed to fit and scale to the website or application  
19 where it is provided, without unnecessarily burdening a CONSUMER'S ability to opt-out.

20               18.       DEFENDANT shall provide a means by which the CONSUMER can confirm that  
21 their request to opt-out of SALE/SHARING has been processed by DEFENDANT, for example  
22 by displaying on its website "Opt-Out Request Honored" and through a toggle or radio button that  
23 the CONSUMER has opted out of the SALE/SHARING of their PERSONAL INFORMATION,  
24 including within each application DEFENDANT makes available to CONSUMERS.

25               19.       If DEFENDANT makes available to CONSUMERS mechanisms on its websites  
26 or mobile applications that offer CONSUMERS choices related to the COLLECTION of  
27 PERSONAL INFORMATION, other than the CCPA required opt-out process, such as a cookie  
28 preference manager, DEFENDANT shall avoid language or design likely to confuse a reasonable

1 CONSUMER into believing that the other choice(s) (i) constitute a CCPA compliant opt-out  
2 method, or (ii) must also be selected to opt-out of SELLING or SHARING. DEFENDANT shall  
3 not implement such other choice(s) in a manner likely to subvert or impair CONSUMER  
4 decision-making or choice related to opting out of the SELLING or SHARING of their  
5 PERSONAL INFORMATION. For the avoidance of doubt, nothing in this Paragraph prevents  
6 DEFENDANT from using the same mechanism to effectuate the CCPA required opt-out and  
7 other choices related to the COLLECTION of PERSONAL INFORMATION, provided such  
8 mechanism is presented in a clear and non-confusing manner consistent with the CCPA.

9 **SPECIAL RULES REGARDING CONSUMERS UNDER 16 YEARS OF AGE**

10 20. DEFENDANT shall comply with the following provisions of the CCPA and its  
11 implementing regulations related to special rules regarding CONSUMERS under 16 years of age:  
12 Civil Code, § 1798.120, subdivision (c); California Code of Regulations, title 11, sections 7070-  
13 7072, including as they may be amended or modified.

14 21. WHERE DEFENDANT implements an age-screening mechanism within its  
15 mobile applications, DEFENDANT shall comply with the following:

16 a. DEFENDANT shall design the age-screening mechanism in a neutral  
17 manner that (1) does not default to age of 16 or above, and (2) does not suggest that certain  
18 features will not be available for CONSUMERS who identify as younger than 16 years of age.  
19 DEFENDANT shall not COLLECT PERSONAL INFORMATION from CONSUMERS prior to  
20 COLLECTING age information through the age-screen, except as permitted by law.

21 b. For CONSUMERS who submit an age of less than 13 years through the  
22 age-screen, DEFENDANT shall direct the CONSUMER to a CHILD-VERSION of the  
23 application.

24 c. For CONSUMERS who submit an age of at least 13 years and less than 16  
25 years through the age screen, DEFENDANT shall direct the CONSUMER to a CHILD-  
26 VERSION of the application or alternatively, obtain the CONSUMER'S affirmative authorization  
27 to SELL or SHARE the CONSUMER'S PERSONAL INFORMATION before directing them to  
28 a non-CHILD-VERSION of the application.

22. DEFENDANT shall direct all third-parties to whom DEFENDANT SOLD or SHARED the PERSONAL INFORMATION COLLECTED from CONSUMERS who submitted an age of less than 16 years in any DEFENDANT mobile application to delete such CONSUMERS' PERSONAL INFORMATION collected prior to October 1, 2024. .

## COMPLIANCE PROGRAM

23. Within 180 days of the EFFECTIVE DATE, and for a period of three years thereafter, DEFENDANT shall implement and maintain a program to assess and monitor whether it is effectively providing methods of opting out of SELLING AND SHARING that are consumer-friendly, easy to execute, require minimum steps, and which, as appropriate, implement a CONSUMER'S opt-out request as described in Paragraphs 16-19 of this JUDGMENT, and that DEFENDANT is providing disclosures and notices that comply with this JUDGMENT. For three years from the EFFECTIVE DATE, DEFENDANT shall document and share the results of this review with the People in an annual report.

24. Within 180 days of the EFFECTIVE DATE, and for a period of three years thereafter, DEFENDANT shall implement and maintain a program to assess and monitor whether it is making reasonable efforts to comply with Paragraphs 20-22 of this JUDGMENT relating to special rules regarding CONSUMERS under 16 years of age. For three years from the EFFECTIVE DATE, DEFENDANT shall document and share the results of this review with the People in an annual report.

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

## MONETARY PROVISIONS

26. DEFENDANT shall pay the California Attorney General's Office the amount of \$1,400,000.00 pursuant to Civil Code Section 1798.199.90. Payment shall be made by wire transfer pursuant to instructions provided by the California Attorney General's Office in accordance with the following timeline: \$700,000 to be paid to the California Attorney General

1 no later than sixty (60) days from the EFFECTIVE DATE, and \$700,000 no later than one (1)  
2 year from the EFFECTIVE DATE.

3 27. Except as otherwise expressly provided herein, each party shall bear its own  
4 attorneys' fees and costs.

5 **RELEASE**

6 28. By entry of this JUDGMENT and following full payment of the amount due as set  
7 forth in Paragraph 26, DEFENDANT and its past and present directors, officers, parents,  
8 affiliates, employees, subsidiaries, agents, independent contractors, and successors, are released  
9 and discharged from and against any and all civil claims related to DEFENDANT'S  
10 COLLECTION, SALE or SHARING of CONSUMERS' PERSONAL INFORMATION that  
11 were asserted, or that could have been asserted, in the Complaint under the CCPA or the UCL.

12 **ADDITIONAL GENERAL PROVISIONS**

13 29. This Court retains jurisdiction for purposes of construction, modification, and  
14 enforcement of this JUDGMENT.

15 30. Nothing in this JUDGMENT shall be construed as relieving DEFENDANT of its  
16 obligation to comply with all state and federal laws, regulations, or rules, or as granting  
17 permission to engage in any acts or practices prohibited by such law, regulation, or rule.

18 31. DEFENDANT shall use reasonable efforts to notify its officers, directors,  
19 employees, agents, and contractors responsible for carrying out and effecting the terms of this  
20 JUDGMENT and the requirements therein.

21 32. Notices and reports under this JUDGMENT shall be served by email and regular  
22 mail as follows:

23 To the People of the State of California:

24 Maneesh Sharma  
25 California Attorney General's Office  
26 455 Golden Gate Ave, Suite 11000  
27 San Francisco, CA 94122  
28 Email: Maneesh.Sharma@doj.ca.gov



Daniel M. Goldberg and Caren Decter  
Frankfurt Kurnit Klein & Selz PC  
2029 Century Park East, Suite 2500N  
Los Angeles, CA 90067  
Email: [dgoldberg@fkks.com](mailto:dgoldberg@fkks.com)  
[cdecter@fkks.com](mailto:cdecter@fkks.com)

34. The clerk is directed to enter this JUDGMENT forthwith.

At Los Angeles, California. The 21<sup>st</sup> day of November, 2025.

[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION