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Superior Court of California,  
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**07/01/2025**  
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GOVERNMENT CODE § 6103]

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE CITY AND COUNTY OF SAN FRANCISCO

10 **CGC-25-626794**

11 **THE PEOPLE OF THE STATE OF**  
12 **CALIFORNIA,**

13 Plaintiff,

14 v.

15 **HEALTHLINE MEDIA, LLC.**

16 Defendant.  
17

Case No.

**COMPLAINT FOR INJUNCTION, CIVIL  
PENALTIES, AND OTHER EQUITABLE  
RELIEF**

(CIVIL CODE, § 1798.155 & BUSINESS  
AND PROFESSIONS CODE, § 17206)

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20 The People of the State of California, through Attorney General Rob Bonta, bring this  
21 action against Defendant Healthline Media's LLC ("Healthline") for violations of California's  
22 consumer protection laws. The People allege the following facts based on information and belief:

23 **INTRODUCTION**

24 1. No one likes the thought of stranger standing over their shoulder, watching what they  
25 read online, taking notes, and then telling others about it. This consumer protection privacy case  
26 arises from Healthline allowing tech companies to engage in similar behavior in connection with  
27 the online advertising on the company's website, Healthline.com. There, consumers could read  
28 informational articles about medical and health topics. Like many websites, Healthline.com

1 generates revenue by showing ads—some of which are personally targeted at the reader. To  
2 maximize ad revenue, Healthline allows invisible online trackers, like cookies and pixels, to  
3 communicate data about readers to advertisers. This data includes information that could identify  
4 the consumer, like a unique identifier stored as a cookie, as well as the title of the article they  
5 were reading. Some titles potentially indicated the reader may have *already been diagnosed* with  
6 a serious illness, such as “Newly Diagnosed with HIV? Important Things to Know.”

7       2. In 2023, California’s comprehensive data privacy law, the California Consumer  
8 Protection Act (“CCPA”), gave Healthline.com readers the right to opt out of sharing their  
9 personal information for personally targeted advertising, augmenting their earlier right to opt out  
10 of sales of that same data. In the fall of 2023, the Attorney General tested Healthline’s opt-out  
11 mechanisms and found they did not work correctly. Even after readers opted out, the website  
12 continued to transmit identifying data about those readers to advertising companies for use in  
13 targeted advertising. This information, which included the full article title a consumer was  
14 reading, also traveled downstream through the online advertising ecosystem. Potentially then, a  
15 data broker could update a consumer profile to reflect that a reader had viewed an article about  
16 being diagnosed with Crohn’s disease, leading to that reader later seeing ads for Crohn’s  
17 treatments while streaming a TV show. Or that data broker could sell that inference of a Crohn’s  
18 diagnosis to third parties. And all of this could have occurred *despite* the person having opted out  
19 of sales and sharing of their data on Healthline.com.

20       3. Ultimately, the Attorney General found multiple violations of California law in  
21 connection with Healthline’s use of online trackers for targeted advertising. First, Healthline had  
22 misconfigured one opt-out mechanism and failed to test whether it worked. Second, Healthline  
23 had not ensured its advertising contracts contain privacy protections for readers’ data required by  
24 the CCPA. Instead, Healthline had assumed, but not verified, that the third parties had agreed to  
25 abide by an industry contractual framework. Third, and perhaps most troubling, Healthline had  
26 transmitted article titles referencing current diagnoses of serious diseases, potentially revealing  
27 health-related information about readers to third parties. This violated the CCPA’s “purpose  
28 limitation principle” by disclosing health-related data for two unexpected uses—targeted

1 advertising and third-party inferences based on what a consumer was reading. Lastly,  
2 Heathline.com’s “consent banner” did not disable tracking cookies, despite purporting to do so.

3 4. This enforcement action builds upon the Attorney General’s earlier action against  
4 Sephora, which focused on sales of consumers’ data by retailers seeking to place targeted ads on  
5 other businesses’ websites. This action, in contrast, focuses on the other end of online advertising  
6—the website and app publishers that solicit and are paid to display those targeted ads. Both cases  
7 underscore that businesses that place or display online advertising must carefully review that their  
8 systems operate as intended and comply with California’s privacy laws. Businesses’ over-reliance  
9 on vendors, outdated boilerplate contracts, and deprecated privacy signals can result in violations  
10 of the law, leading to substantial penalties. Borrowing the old phrase, businesses should trust—  
11 but verify—that their privacy compliance measures work as intended.

12 **PARTIES**

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

16 6. Defendant Healthline is a Delaware corporation with its principal place of business in  
17 Fort Mill, South Carolina. Healthline maintains employees in San Francisco, California.

18 **JURISDICTION AND VENUE**

19 7. Healthline has and continues to conduct business within the State of California,  
20 including the City and County of San Francisco. The violations of law described herein were  
21 committed in the City and County of San Francisco and elsewhere in the State of California.

22 **DEFENDANT’S BUSINESS ACTS AND PRACTICES**

23 8. Healthline owns and operates Healthline.com, a medical information website with  
24 health and wellness articles. The company generally does not solicit health information from  
25 website visitors, like diagnoses or medications, and is not a healthcare provider that would  
26 otherwise have to comply with health privacy laws. Visitors to the site need not log in to read  
27 Healthline’s information articles. Like many websites, Healthline.com has many anonymous  
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1 visitors and they come to learn about health and wellness information relevant or of interest to  
2 themselves and others. Approximately, 6.5 million Californians visit Healthline a month.

3 9. Healthline earns revenue on Healthline.com by soliciting and then showing ads next to  
4 its published articles. Some of those ads are personally targeted at Healthline.com readers.  
5 Healthline uses online trackers provided by third parties to facilitate the solicitation and  
6 personalization of the ads shown on its website. The company generally discloses this practice in  
7 its privacy policy, writing that it “may provide [consumers’] information to advertising providers  
8 for purposes of targeted advertising.... Under applicable law, [this] may be considered a ‘sale’ or  
9 ‘sharing’ of personal information, or the processing of personal information for targeted  
10 advertising purposes.”

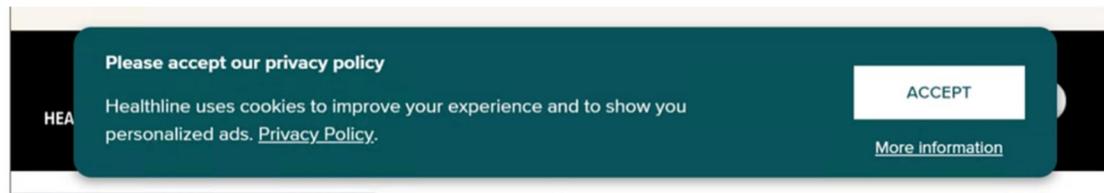
11 10. The CCPA regulates businesses’ sale of personal information, and since 2023, certain  
12 personally targeted advertising, which the statute refers to as “cross-context behavioral  
13 advertising.” Cross-context behavioral advertising can occur across different websites, mobile  
14 apps, and music, podcast, and TV streaming services. When soliciting ads while a webpage is  
15 loading, Healthline discloses personal information about the reader that can be used to facilitate  
16 cross-context behavioral advertising. Thus, it is possible to read about a medical condition online  
17 and later see or hear an ad for a drug to treat that condition on a streaming service or podcast.  
18 Indeed, an investigator working on online advertising investigations, including Healthline.com,  
19 began receiving both streaming TV and podcast ads for drugs treating conditions he does not  
20 have, after visiting webpages relating to those conditions.

21 11. Fortunately, the CCPA vests consumers with a mechanism to stop the use of their data  
22 in cross-context behavioral advertising by granting consumers the right to opt out of these sales  
23 and sharing of their personal information. Healthline implemented several mechanisms that  
24 purported to allow consumers to exercise their opt-out rights. Upon clicking on a link at the  
25 bottom of Healthline.com titled “Do No Sell or Share My Personal Information,” consumers were  
26 presented with a form that allowed them to register and exercise their opt out right.

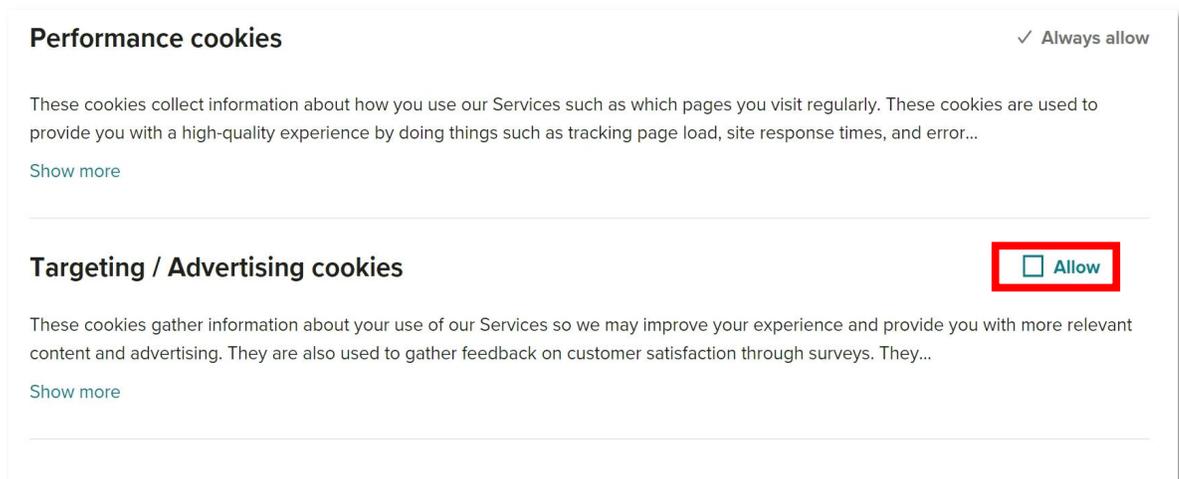
27 12. Additionally, the CCPA and its implementing regulations allow a consumer to use an  
28 Opt-Out Preference Signal, such as the Global Privacy Control (“GPC”), to exercise their opt-out

1 rights efficiently. Because the online trackers used to facilitate cross-context behavioral  
2 advertising operate invisibly, ubiquitously, and nearly instantaneously in the background of  
3 webpages, the GPC meets this challenge by operating invisibly and continually in the background  
4 to tell each business’s website that the consumer is opting out. Healthline used a tool that  
5 purported to detect when a consumer was signaling the GPC.

6 13. Finally, while not strictly an opt-out mechanism under the CCPA, Healthline.com also  
7 employed a “cookie banner” to ask consumers to “accept” Healthline’s privacy policy. That  
8 banner, as shown here from 2023, told consumers that Healthline “uses cookies to improve [their]  
9 experience” and allowed them to click a link for “More information,” as shown below:



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13 If a consumer clicked that “More information” link, Healthline showed them the following screen  
14 regarding “Targeting / Advertising cookies.” This screen told readers that “[t]hese cookies gather  
15 information about your use of our [website] so we may improve your experience and provide you  
16 with more relevant content and advertising” and allowed consumers to uncheck a box that  
17 allowed the targeted/advertising cookies:



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26 14. According to Healthline, approximately 65,000 Californians had opted out, primarily  
27 through use of the GPC. But even after the “triple opt-out” with all three mechanisms described  
28 above, investigators observed Healthline continuing to provide personal information to over a

1 dozen third parties involved in online advertising, including the title of the article being read, and  
2 continued to set cookies used in targeted advertising. This led to a more in-depth investigation.

### 3 **THE ATTORNEY GENERAL’S INVESTIGATION**

4 15. Investigators first examined the behavior of online trackers on Healthline.com. Even  
5 after the “triple opt-out,” investigators found online trackers still placed 118 cookies associated  
6 with third-party advertising companies, including cookies used to track a person across websites.  
7 They also saw internet transmissions to dozens of advertising companies, including transmission  
8 of unique identifier cookies. Some of those transmissions included the article title being viewed,  
9 such as a webpage for Crohn’s disease treatments, along with the cookie identifier.

10 16. Investigators then reviewed the publicly available documentation for the cookies to  
11 confirm their use in targeted advertising. For example, documentation for one cookie explained  
12 that it is used “to distinguish between browsers and devices,” helps match the website visitor to  
13 “advertising interest segments,” and “help[s] deliver ads to people who have previously visited  
14 [our clients’] websites.” This is all cross-context behavioral advertising.

15 17. Investigators also checked the “local storage” of the browser, finding an identifier  
16 described as “a next-generation universal identifier that publishers, advertisers, and ... platforms  
17 can use to recognize users and deliver campaign objectives across different types of devices  
18 without relying on traditional identification methods (e.g., third party cookies and MAIDs).”

19 18. Investigators looked at the online trackers themselves, often referred to as pixels or  
20 tags. On one page, they found 82 pixels or other tags associated with advertising companies, even  
21 after the triple opt-out. On another page, they found a “cookie sync” pixel, which documentation  
22 described as “enabl[ing]” the advertising company “to match your cookies to other partner  
23 cookies, mobile devices, [and] proprietary platform IDs,” all to “build a large pool of shared  
24 [identifiers].” Again, all this online tracking occurred despite the triple opt-out.

25 19. Real world experience supports that consumers are heavily tracked for targeted  
26 advertising purposes on Healthline.com and other websites. As mentioned above, one investigator  
27 tested a Crohn’s disease webpage and then received ads for drugs that treat Crohn’s disease,  
28

1 including this streaming TV ad shown here:



8 Some of those ads included a voice over stating the drug is “Now approved for Crohn’s disease.”

9         20. That same investigator then submitted a request to access personal information held by  
10 a data broker known to be involved in advertising. He found that his consumer profile included an  
11 entry for “IBS/Crohn’s Disease.” To be clear, it is impossible to determine if the investigator’s  
12 work on Healthline.com caused these ads to appear or whether it was merely a coincidence or  
13 activity on another website. But these ads reflected the stated purpose of the online trackers and  
14 cookies installed on Healthline.com—to facilitate cross-context behavioral advertising. And the  
15 ads strongly suggested that researching health information online leads to widespread sharing of  
16 potential health information and personally targeted ads across a variety of media platforms.

17         21. Next, investigators reviewed the articles on Healthline.com, to determine whether the  
18 health and wellness website raised additional privacy concerns. Some of the article titles or  
19 descriptions strongly suggested that a person had already been diagnosed with a serious disease.  
20 This included titles like “The Ultimate Guide to MS for the Newly Diagnosed” and “Newly  
21 Diagnosed with HIV? Important Things to Know.” As result, Healthline was sharing with third  
22 parties article titles strongly suggesting a current diagnosis that data brokers could add, and  
23 indeed may have added, to a consumer profile.

24         22. Healthline’s sharing of such potentially health-related information ran afoul of the  
25 CCPA’s “purpose limitation principle.” Under that principle, businesses are limited to using  
26 personal information for “the purposes for which the [data] was collected” or “for another  
27 disclosed purpose that is compatible with the context in which [data] was collected.” (Civ. Code,  
28 § 1798.100, subd. (c).) The regulations clarify that those purposes “shall be consistent with the

1 *reasonable expectations of the consumer,*” as assessed by factors such as the “nature” of the  
2 personal information, the “specificity, explicitness, prominence, and clarity of disclosures,” and  
3 the “degree to which the involvement of service providers, contractors, third parties, or other  
4 entities in the collecting or processing of [the data] is apparent to the consumer.” (Cal. Code Reg.,  
5 tit. 11, § 7002(b) [emphasis added].) Thus, the law provides that invisibly sharing data of a more  
6 intimate nature to third parties, briefly alluded to in a privacy policy, may be unlawful when  
7 consumers would not expect that to happen. The law further provides that even detailed privacy  
8 disclosures regarding other intended uses of data may violate the principle if the disclosed  
9 purposes differ substantially from the consumer’s reasonable expectations. (*Id.*, § 7002(c).)

10 23. Here, Healthline shared data of a potentially highly intimate nature—article titles  
11 suggesting a possible medical diagnosis—with unseen advertisers and their vendors. And even if  
12 Healthline’s privacy policy discussed targeted advertising briefly, it never mentioned sharing  
13 article titles. Nor would consumers see those titles being shared in the digital background.  
14 Healthline therefore could not establish that consumers reasonably expected that Healthline  
15 would share potentially health-related data, as the purpose limitation principle requires.

16 24. Lastly, the Attorney General checked Healthline’s contracts with advertising  
17 companies that received Healthline.com readers’ data to see if they complied with the CCPA.  
18 Under § 1798.100, subdivision (d), businesses that sell personal information or share it for certain  
19 personalized advertising purposes, must have a written contract with the recipient that lists the  
20 “limited and specified purposes” for which the data may be used, and the contract must impose  
21 other protections for consumers’ data required by the law. To help meet this requirement, the  
22 online advertising industry has developed a contractual framework that can supplement existing  
23 contracts with CCPA-mandated terms. The organization that developed this framework also  
24 maintains a searchable list of signatories to the framework and Healthline is one of those  
25 signatories for ads shown on Healthline.com. Investigators compared the identities of online  
26 advertising companies that received personal information from Healthline and several of them  
27 were not signatories to the contractual framework.

1           25. For those that had not signed the industry framework, the Attorney General reviewed  
2 Healthline’s contracts to see if they contained the CCPA-mandated terms. Several did not. For  
3 example, rather than list the limited and specified purposes for using personal information, one  
4 contract said that the recipient could use the data for “any business purpose.” Another said it  
5 could use the data for any “internal use” inuring to the recipient’s “direct benefit.” Another said  
6 that personal information would be processed “for the purposes contemplated” in the agreement,  
7 “or as otherwise agreed to in writing by the parties,” but the contract did not specify what those  
8 contemplated purposes were. Other provisions mandated by the CCPA were also missing.

9           26. Under the CCPA, Healthline could be liable for advertising companies’ later sales or  
10 improper uses of personal information, even when Healthline communicated that a consumer had  
11 opted out of sales or sharing. In some network traffic, Healthline added the “U.S. Privacy String”  
12 when sending user data to the advertising companies to signal that the consumer had opted out. A  
13 recipient of opted-out consumer’s data is prohibited from later selling that data and can only use it  
14 for certain limited purposes. (Civ. Code, § 1798.135, subd. (f).) But Healthline often failed to  
15 address the privacy string in its contracts with advertising companies or otherwise agree with  
16 them that by communicating the privacy string, the recipient must comply with subdivision (f).  
17 And as discussed above, certain contracts expressly allowed the recipient to sell or share  
18 consumers’ data or use it for nearly any purpose.

19           27. Healthline therefore should not be able to rely on the CCPA’s safe harbor provision,  
20 which limits a business’s liability when it communicates a consumer’s opt out. (Civ. Code,  
21 § 1798.135, subd. (g).) This is because a business must not have a “reason to believe” that a  
22 recipient will further sell data or use it for an improper purpose. Given both the silence in  
23 Healthline’s contracts about the privacy string, and the expansive rights to sell, share, and use  
24 data claimed in some recipients’ contracts, Healthline should not be allowed to claim it had no  
25 reason to believe that recipients would violate subdivision (f). Instead, Healthline should have  
26 confirmed in clear contractual language, and not merely assumed, that third parties it provided  
27 opted-out consumers data to would honor the privacy string and abide by subdivision (f) by not  
28 further selling or using opted-out consumer data.

1           28. Healthline began remedial measures after the Attorney General contacted the company.  
2 Healthline found a misconfigured opt-out mechanism and explained that certain pixels and other  
3 tags observed by the Attorney General had been installed by advertising vendors who facilitate  
4 advertising on Healthline.com. Healthline also reported that a privacy compliance vendor may not  
5 have properly identified and blocked all relevant online trackers after the vendor detected that a  
6 consumer had opted out. So Healthline’s engineers undertook an extensive manual review, and  
7 the company reported that it now disables trackers directly in response to a consumer’s opt-out  
8 request. Finally, Healthline disabled all sales and sharing through online trackers to third parties  
9 that did not have contracts that complied with the CCPA’s requirements.

10                           **FIRST CAUSE OF ACTION AGAINST DEFENDANT HEALTHLINE**  
11                           **FOR VIOLATION OF THE CCPA, CIVIL CODE § 1798.100 ET SEQ.**

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

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

- 17           a. Selling and sharing a consumer’s personal information to third parties despite receiving  
18           direction from the consumer not to sell or share that data. (Id., § 1798.120, subds. (a),  
19           (d), § 1798.135 subds. (a), (c)(4);
- 20           b. Collecting consumers’ personal information and selling that personal information to, or  
21           sharing it with, a third party, without an agreement with the third party that contains the  
22           required terms in § 1798.100, subd (d); and,
- 23           c. Collecting, using, retaining, and/or sharing a consumer’s personal information in a  
24           manner that was not reasonably necessary or proportionate to achieve the purposes for  
25           which the personal information was collected or processed or for another disclosed  
26           purpose that is compatible with the context in which the personal information was  
27           collected (Id., § 1798.100, subd. (c).)

1                   **SECOND CAUSE OF ACTION AGAINST DEFENDANT HEALTHLINE**  
2                   **FOR VIOLATIONS OF THE UCL, BUS. AND PROF. CODE, § 17200 ET SEQ.**

3                   31. The People reallege and incorporate by reference each of the paragraphs above as  
4 though fully set forth therein.

5                   32. Healthline has engaged in unlawful, unfair, or fraudulent acts or practices, which  
6 constitute unfair competition as defined in Business and Professions Code § 17200. These acts  
7 may include but are not limited violations of the following:

- 8                   a. Civil Code § 1798.100, subds. (c) and (d);
- 9                   b. Civil Code § 1798.120, subds. (a) and (d);
- 10                  c. Civil Code §1798.135, subds. (a) and (c)(4);
- 11                  d. California Code of Regulations, title 11, §§ 7002, 7025, 7026, 7051, and 7053.

12                  33. Healthline also deceived website visitors by offering a cookie banner that purported to  
13 allow them to disable advertising cookies, but failed to do so.

14   **PRAYER FOR RELIEF**

15                   WHEREFORE, Plaintiff prays for judgment as follows:

16                  1. Pursuant to Civil Code § 1798.199.90, that the Court enter all orders necessary to  
17 prevent Healthline from engaging in any act or practice that violates the CCPA, including, but not  
18 limited to, as alleged in this Complaint;

19                  2. Pursuant to Civil Code § 1798.199.90, that the Court assess a civil penalty of \$2,663  
20 for each violation of CCPA, and \$7,988 for each intentional violation of the CCPA, as further  
21 adjusted pursuant to § 1798.199.95, subd. (d), and as proven at trial.

22                  3. Pursuant to Business and Professions Code § 17203, that the Court enter all orders  
23 necessary to prevent Healthline, as well as its successors, agents, representatives, and employees  
24 from engaging in any act or practice that constitutes unfair competition in violation of Business  
25 and Professions Code § 17200.

26                  4. Pursuant to Business and Professions Code § 17206, that the Court assess a civil  
27 penalty of Two Thousand Five Hundred Dollars (\$2,500) for each violation of the Unfair  
28 Competition Law.

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5. Pursuant to Government Code, § 12527.6, the Court award the remedy of disgorgement.

6. That the People recover their costs of suit;

7. That the People receive all other relief to which they are legally entitled; and

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

Dated: July 1, 2025

Respectfully submitted,

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