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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE CITY AND COUNTY OF SAN FRANCISCO

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)

18
19
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
28

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.”

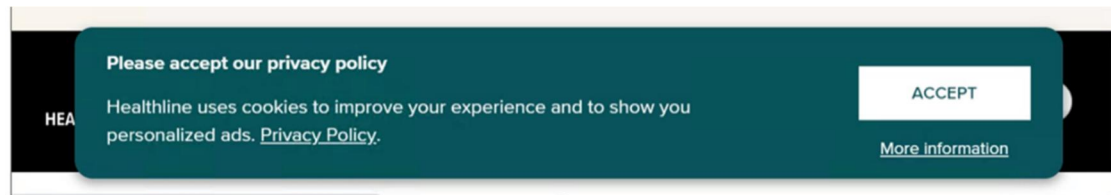
11 10. The CCPA regulates businesses’ sale of personal information, and since 2023, certain
12 personally targeted advertising, which the statute refers to as “cross-context behavioral
13 advertising.” Cross-context behavioral advertising can occur across different websites, mobile
14 apps, and music, 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.

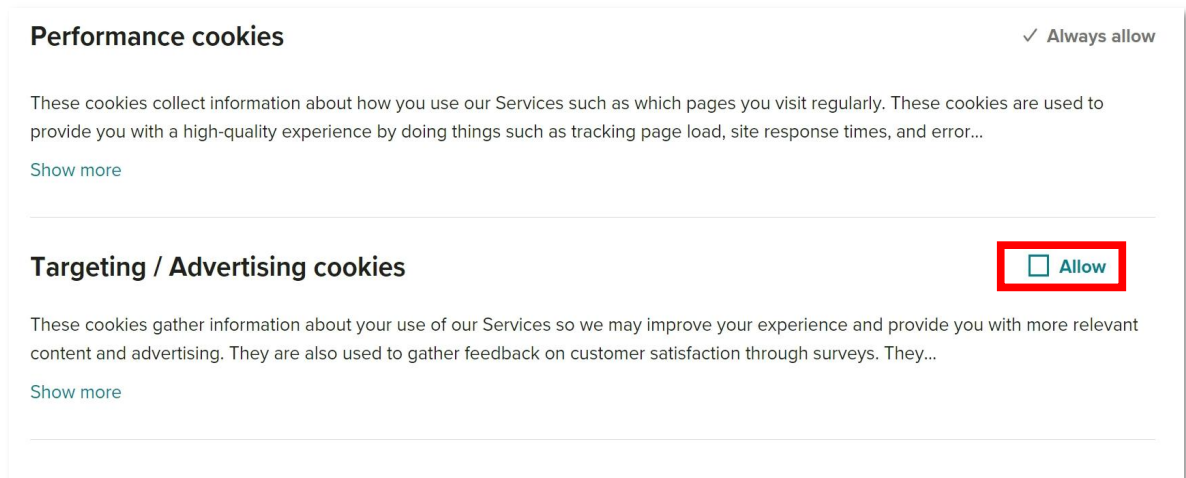
27 12. Additionally, the CCPA and its implementing regulations allow a consumer to use an
28 Opt-Out Preference Signal, such as the Global Privacy Control (“GPC”), to exercise their opt-out

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

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



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



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

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

THE ATTORNEY GENERAL'S INVESTIGATION

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

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

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

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

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

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.
28

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.

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,

ROB BONTA
Attorney General of California

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Deputy Attorney General
*Attorneys for The People of the State of
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