

1 ROB BONTA
Attorney General of California
2 NICKLAS A. AKERS
Senior Assistant Attorney General
3 STACEY D. SCHESSER
Supervising Deputy Attorney General
4 MICAH C.E. OSGOOD (SBN 255239)
Deputy Attorney General
5 455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004
6 Telephone: (415) 510-4400
Fax: (415) 703-5480
7 Email: mike.osgood@doj.ca.gov

Attorneys for The People of the State of California

[EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103]

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN FRANCISCO

10 UNLIMITED JURISDICTION

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

14 Plaintiff,

15 v.

16
17 **HEALTHLINE MEDIA, LLC,**

18 Defendant.

Case No. CGC-25-626794

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

19
20
21 Plaintiff, the People of the State of California (the “PEOPLE”), appearing through its
22 attorney, Rob Bonta, Attorney General of the State of California, by Micah Osgood, Deputy
23 Attorney General, and Defendant Healthline Media, LLC (“HEALTHLINE”) appearing through its
24 attorneys, ZwillGen Law LLP, having stipulated to the entry of this Final Judgment and Permanent
25 Injunction (“Judgment”) by the Court without the taking of proof and without trial or adjudication
26 of any fact or law, without this Judgment constituting evidence of or an admission by
27 HEALTHLINE regarding any issue or law or fact alleged in the Complaint on file, and without
28

1 HEALTHLINE admitting any liability, and with all parties having waived their right to appeal, and
2 the Court having considered the matter and good cause appearing:

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

4 **I. PARTIES AND JURISDICTION**

5 1. This Court has jurisdiction over the allegations and subject matter of the PEOPLE's
6 Complaint filed in this action, and the parties to this action; venue is proper in this County; and this
7 Court has jurisdiction to enter this Judgment. This Judgment is entered pursuant to and subject to
8 California Consumer Privacy Act of 2018, Civil Code section 1798.100 *et seq.*(the "CCPA").

9 **II. DEFINITIONS**

10 The following terms in this Judgment shall have these meanings:

11 2. CONSUMER has the same meaning as provided in Civil Code section 1798.140,
12 subdivision (i).

13 3. EFFECTIVE DATE is the date that DEFENDANT is served with notice that the
14 Judgment has been entered.

15 4. ONLINE TRACKING TECHNOLOGY means technologies that track
16 CONSUMERS' online activities (such as pixels, web beacons, software developer kits, third party
17 libraries, cookies, and other technologies), that collect, disclose, or make available PERSONAL
18 INFORMATION to THIRD PARTIES or SERVICE PROVIDERS.

19 5. OPT-OUT PREFERENCE SIGNAL has the same meaning as provided in Code of
20 Regulations, title 11, section 7001, subdivision (u).

21 6. DIAGNOSED MEDICAL CONDITION ARTICLE means an article with a title or
22 URL that indicates the CONSUMER visiting the article has already been diagnosed with a medical
23 condition. This includes the following HEALTHLINE articles and any similar or analogous articles:
24 The Ultimate Guide to MS for the Newly Diagnosed; How to talk to others about your MS
25 Diagnosis; Newly Diagnosed with Ulcerative Colitis? Here's What to Know; Newly Diagnosed
26 with HIV? Important Things to Know; Guide to Newly Diagnosed Diabetes: How to Make a Plan;
27 Dating with Hepatitis C: Newly Diagnosed, During Treatment, and More; Newly Diagnosed with
28 Breast Cancer; Newly Diagnosed – Learn the Basics about [Rheumatoid Arthritis]; COPD Newly

1 Diagnosed – Navigating your next steps after diagnosis; Chronic Kidney Disease – Your guide to
2 navigating early-stage kidney disease; and Navigating Life with Bipolar Disorder. By contrast, and
3 for avoidance of doubt, it does not include general interest health or medical articles whose titles do
4 not suggest the reader already has a medical diagnosis, including those that may be of interest to
5 consumers who may or may not have been diagnosed with a particular condition.

6 7. PERSONAL INFORMATION has the same meaning as provided in Civil Code
7 section 1798.140, subdivision (v), which includes the definition of “unique personal identifier” as
8 set forth in Civil Code section 1798.140, subdivision (aj).

9 8. SALE or SELL have the same meaning as provided in Civil Code section 1798.140,
10 subdivision (ad).

11 9. SENSITIVE PERSONAL INFORMATION has the same meaning as provided in
12 Civil Code, section 1798.140, subdivision (ae).

13 10. SHARE and SHARING have the same meaning as provided in Civil Code, section
14 1798.140, subdivision (ah).

15 11. SERVICE PROVIDER has the same meaning as provided in Civil Code section
16 1798.140, subdivision (ag).

17 12. THIRD PARTIES has the same meaning as provided in Civil Code, section
18 1708.140, subdivision (ai).

19 **III. INJUNCTIVE PROVISIONS**

20 13. Nothing in this Judgment alters the requirements of state or federal law to the extent
21 they offer greater protection to CONSUMERS.

22 14. The injunctive provisions of this Judgment, sections IV, V, and VI, shall apply to: (a)
23 HEALTHLINE, (b) its directors, officers, employees, and agents; (c) its subsidiaries; and (d) its
24 successors and the assigns of all or substantially all of the assets of their businesses.

25 **IV. COMPLIANCE WITH LAW**

26 15. HEALTHLINE shall comply with Civil Code sections 1798.100, 1798.120,
27 1798.121, and 1798.135, and Code of Regulations, title 11, sections 7002, 7003, 7012-15, 7025-28,
28 7051, and 7053.

1 16. To the extent HEALTHLINE SELLS or SHARES the PERSONAL
2 INFORMATION of CONSUMERS, including via ONLINE TRACKING TECHNOLOGY,
3 HEALTHLINE shall provide notice to CONSUMERS as required by Civil Code section 1798.100,
4 subdivision (a), and Code of Regulations, title 11, section 7013, that clearly states that it SELLS and
5 SHARES their PERSONAL INFORMATION, and that CONSUMERS have the right to opt-out of
6 all SALES or SHARING.

7 17. HEALTHLINE shall process CONSUMER requests to opt out of SALES or
8 SHARING, signaled via an OPT-OUT PREFERENCE SIGNAL, including the Global Privacy
9 Control or the “GPC.”

10 **V. ADVERTISING ON DIAGNOSED MEDICAL CONDITION ARTICLES**

11 18. HEALTHLINE shall not SELL or SHARE PERSONAL INFORMATION combined
12 with information that allows the recipient to determine that the CONSUMER is viewing a specific
13 DIAGNOSED MEDICAL CONDITION ARTICLE, such as by including the title or URL of the
14 article in the disclosure of the PERSONAL INFORMATION, except where the SALES or
15 SHARING would fall under any exemption in the CCPA, such as §§ 1798.145 or 1798.146.

16 **VI. DISCLOSURE OF SENSITIVE PERSONAL INFORMATION FOR ADVERTISING**
17 **PURPOSES**

18 19. Should HEALTHLINE, now or in the future, disclose CONSUMERS’ SENSITIVE
19 PERSONAL INFORMATION for advertising purposes, HEALTHLINE shall provide notice to
20 CONSUMERS as required by Civil Code section 1798.100, subdivision (a), and Code of
21 Regulations, title 11, section 7014, that clearly states that it uses and discloses their SENSITIVE
22 PERSONAL INFORMATION for advertising purposes, and that CONSUMERS have the right to
23 limit the use of their SENSITIVE PERSONAL INFORMATION.

24 20. HEALTHLINE shall also not use or disclose any SENSITIVE PERSONAL
25 INFORMATION that HEALTHLINE collected prior to the date on which HEALTHLINE first
26 posted a Notice of Right to Limit required by Code of Regulations, title 11, section 7014, except as
27 authorized by section 7027, subsection (m) or the CCPA. HEALTHLINE shall also clearly and
28 conspicuously identify in its Notice of Right to Limit the purposes for which it uses or discloses

1 SENSITIVE PERSONAL INFORMATION. HEALTHLINE shall also offer, to the extent required
2 by the CCPA, the links or link required by Civil Code, section 1798.135, subdivision (a).

3 **VII. CCPA COMPLIANCE PROGRAM; ASSESSMENT AND REPORTING**

4 21. Within 180 days of the EFFECTIVE DATE, and for a period of three (3) years
5 thereafter, HEALTHLINE shall implement and maintain a program to assess and monitor whether it
6 is effectively processing CONSUMERS' requests to opt-out of the SALE and SHARING of their
7 PERSONAL INFORMATION, including requests submitted via OPT-OUT PREFERENCE
8 SIGNALS. This program shall also assess and monitor whether HEALTHLINE is effectively
9 processing CONSUMERS' requests to limit the use of their SENSITIVE PERSONAL
10 INFORMATION, to the extent applicable. HEALTHLINE shall share its assessment with the
11 PEOPLE in an annual report, that includes the following:

12 a. A detailed explanation of the testing HEALTHLINE has done to assess and monitor
13 its processing of CONSUMERS' requests.

14 b. An analysis of any errors or technical problems encountered by HEALTHLINE in
15 processing CONSUMERS' requests, if any, and steps taken by HEALTHLINE to fix or
16 remediate those errors or problems.

17 22. Within 180 days of the EFFECTIVE DATE, and for a period of three (3) years
18 thereafter, HEALTHLINE shall conduct an annual regular review of its website and any mobile
19 applications to determine the THIRD PARTIES and SERVICE PROVIDERS with whom it makes
20 available PERSONAL INFORMATION collected through ONLINE TRACKING
21 TECHNOLOGIES. For three (3) years from the EFFECTIVE DATE, HEALTHLINE shall
22 document and share the results of this review with the PEOPLE in an annual report, to include the
23 following:

24 a. For entities that are SERVICE PROVIDERS, HEALTHLINE will enter into
25 contracts that meet the requirement of the CCPA and its implementing regulations and shall
26 maintain audit records confirming each contract contains the requirements set forth in
27 section 7051(a) of the CCPA regulations.

1 b. For entities that are THIRD PARTIES, HEALTHLINE will enter into contracts that
2 meet the requirements of the CCPA and its implementing regulations, shall maintain audit
3 records confirming each contract contains the requirements set forth in section 7053(a) of
4 the CCPA regulations, and verify and document that HEALTHLINE does not SELL or
5 SHARE the PERSONAL INFORMATION of opted-out CONSUMERS to or with these
6 THIRD PARTIES.

7 c. For entities with which HEALTHLINE has a contract providing that the entity will
8 act as a SERVICE PROVIDER when processing PERSONAL INFORMATION upon the
9 receipt of a signal, HEALTHLINE shall confirm in writing or download documentation
10 from the THIRD PARTY that clearly reflects what the signal is that tells the THIRD
11 PARTY to process that PERSONAL INFORMATION as a SERVICE PROVIDER.
12 HEALTHLINE shall document what that signal is in its report.

13 d. To the extent that HEALTHLINE relies upon an industry contractual framework to
14 comply with the CCPA's contractual requirements, HEALTHLINE shall annually review
15 any applicable signatory list or partner certification to verify that any THIRD PARTIES or
16 SERVICE PROVIDERS using that contractual framework continue to be part of that
17 framework. HEALTHLINE shall note that it conducted this annual diligence in its annual
18 report.

19 e. HEALTHLINE shall describe any SENSITIVE PERSONAL INFORMATION
20 collected through its websites or mobile apps and describe all purposes for which that
21 information is used and disclosed, and describe the categories of recipients of that
22 information, if any.

23 f. Identification, by position, the person(s) responsible for reviewing the contracts to
24 ensure their compliance.

25 23. To the extent permitted by the laws of the State of California, all reports, reviews,
26 and sharing of information pursuant to this Judgment are deemed confidential and as exempt from
27 disclosure under the relevant public records laws.

1 **VIII. MONETARY PROVISIONS**

2 24. HEALTHLINE shall pay the Attorney General the amount of \$1,550,000 dollars.
3 Payment shall be made by wire transfer to the “California Attorney General’s Office” pursuant to
4 instructions provided by the California Attorney General’s Office, no later than thirty (30) days
5 after the Effective Date.

6 25. The PEOPLE shall deposit said payment into the Consumer Privacy Fund as
7 provided by Civil Code section 1798.155, subdivision (b), to offset costs incurred in connection
8 with this action.

9 26. Except as otherwise expressly provided herein, each party shall bear its own
10 attorney’s fees and costs.

11 **IX. ADDITIONAL GENERAL PROVISIONS**

12 27. Upon entry of the Judgment and following full payment of the amount due as
13 specified in the Judgment, the People shall release and discharge Healthline and its affiliates,
14 subsidiaries, divisions, successors, directors, officers, employees, agents, and representatives from
15 and against any and all civil privacy and consumer protection law claims relating to the collection,
16 use, sharing, selling, or otherwise disclosing of consumers’ personal information relating to or
17 arising out of a consumer’s interaction with Healthline’s websites or mobile applications, including
18 for online advertising or analytics purposes, and from all causes of action alleged in the Complaint
19 in this matter.
20

21 28. This Court retains jurisdiction of this matter for purposes of construction,
22 modification, and enforcement of this Judgment.

23 29. Nothing in this Judgment shall be construed as relieving HEALTHLINE of their
24 obligations to comply with all state and federal laws, regulations, or rules, or as granting permission
25 to engage in any acts or practices prohibited by such law, regulation, or rule.

26 30. HEALTHLINE shall use reasonable efforts to notify their officers, directors,
27 employees, and agents responsible for carrying out and effecting the terms of this Judgment of this
28 Judgment and the requirements therein.

1 31. Notices and reports under this Judgment shall be served by email and regular mail as
2 follows:

3 To the PEOPLE's counsel:

4 Deputy A.G. Mike Osgood
5 C/o Supervising Deputy Attorney General
6 Consumer Protection Section—Privacy Unit
7 California Attorney General's Office
8 455 Golden Gate Ave., Suite 11000
9 San Francisco, California 94102-7004
10 Email: mike.osgood@doj.ca.gov

11 25. This Judgment shall take effect immediately upon entry thereof.

12 26. The clerk is directed to enter this Judgment forthwith.

13 ORDERED AND ADJUDGED at San Francisco, California, this ____ day of June, 2025.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Judge of the Superior Court