

November 21, 2025

**VIA HAND DELIVERY**

Anabel Renteria, Initiative Coordinator  
Office of the Attorney General  
1300 "T" Street, 17th Floor  
Sacramento, CA 95814

**RECEIVED**

**Nov 26 2025**

Re: The California Kids AI Safety Act

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

Dear Initiative Coordinator:

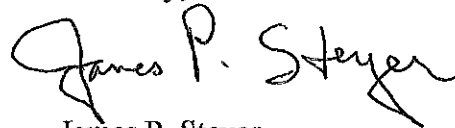
On October 22, 2025, I submitted a proposed statewide initiative titled the "California Kids AI Safety Act" (the "Initiative") and submitted a request that the Attorney General prepare a circulating title and summary pursuant to section 10(d) of article II of the California Constitution.

Pursuant to Elections Code section 9002(b), I hereby submit timely amendments to the text of the Initiative. I have also enclosed a redline version showing the differences from the original Initiative. As the proponent of the Initiative, I approve the submission of the amended text to the Initiative and declare that the amendment is reasonably germane to the theme, purpose, and subject of the Initiative. I respectfully request that the Attorney General prepare a circulating title and summary using the amended Initiative.

Please direct all correspondence and inquiries regarding this measure to:

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Sincerely,



James P. Steyer

Enclosures

## **The California Kids AI Safety Act**

### **SECTION 1. Title.**

This measure shall be known and may be cited as the California Kids AI Safety Act.

### **SEC. 2. Findings and Declarations.**

The People of the State of California hereby find and declare all of the following:

- (a) Artificial intelligence (“AI”) presents enormous opportunities for all of us, but advancements are occurring without sufficient understanding of how this technology affects children’s privacy, physical and mental health, and education.
- (b) Social media also offers many opportunities, but after more than 25 years of experience and little regulation of platforms, we know that social media poses serious risks to kids and teens and has caused significant harm to children.
- (c) Without reasonable safeguards, greater transparency, awareness, and education about AI products, California’s kids and families face risks of serious harm and addiction.
- (d) Seventy percent of teens use AI tools — yet most parents and schools remain in the dark about AI’s impact and risks. Without oversight, children are becoming guinea pigs for AI companies, with recent incidents showing AI platforms encouraging dangerous behaviors, like disordered eating, inappropriate sexual activity, self-harm, and even suicide.
- (e) Almost half of U.S. teens have experienced bullying or harassment online. Between 2010 and 2019, teen depression rates doubled. In 2021, almost a third of girls said they had seriously considered attempting suicide. The overuse of social media and AI by our kids endangers their mental health. We need to address our youth mental health crisis seriously with common sense measures to protect our kids.
- (f) Companion chatbots and social AI systems have already caused documented harms to children and adolescents, including incidents of grooming, exposure to sexually explicit material, encouragement of self-harm, and suicide.
- (g) In *Garcia v. Character Technologies*, for example, a 14-year-old boy was allegedly groomed and exposed to hypersexualized interactions by a chatbot intentionally designed to mimic human relationships, which ultimately contributed to his death.
- (h) In *Raine v. OpenAI*, a 16-year-old boy allegedly developed a deep emotional dependency on a chatbot that validated his suicidal thoughts, discouraged him from seeking help from his family, provided extensive technical instructions on suicide

methods, encouraged him to consume alcohol to inhibit his survival instinct, and even helped draft a note, culminating in his death by suicide.

(i) Such harms are not incidental but the result of design choices by companies to prioritize AI chatbot features that intentionally simulate human social interaction and emotional intimacy.

(j) Developmental and social psychology research demonstrates that relationship formation relies on dual exchange theory, social disclosure and reciprocity, emotional mirroring, and secure attachment. Companion chatbot products are harmful because they accelerate these processes unnaturally by always being available and consistently affirming, causing children and adolescents to form intense attachments more quickly than in human relationships, increasing dependency and distorting normal social development.

(k) Companion chatbot products are designed to exploit children's psychological vulnerabilities, including their innate drive for attachment, so that even when a child understands they are engaging with technology they have a tendency to anthropomorphize humanlike technologies, and fail to distinguish between simulated and authentic human interactions.

(l) These design features, taken together, create a high-risk environment in which children and adolescents perceive chatbots not as tools but as trusted companions whose outputs carry undue influence over decision making, judgment, and emotional development.

(m) Companion chatbot design features regularly appear in generative AI chatbot products not intended to meet a user's social needs or induce emotional attachment. Their inclusion increases the risk that young users form emotional attachments.

(n) Lawsuits against social media companies have cited internal documents from these companies detailing their deliberate targeting of children to bring them on the social media platform and to keep them on the platform. Internal documents have also revealed that social media companies are aware that their features can impact the health and development of children's brains and mental health. They understand that children cannot resist some of these features and exploit kids' psychological vulnerability to keep them on their platforms.

(o) Allowing children to use companion chatbots and social media platforms that lack adequate safety protections constitutes a reckless social experiment on the most vulnerable users. It is incumbent on operators of these products to ensure their products do not endanger children.

(p) AI and social media companies should be held accountable for prioritizing company profits over young people's mental health and well-being. The California Kids AI Safety Act

would finally make companies responsible for putting kids' safety first, with significant legal consequences if they fail to protect our youth.

(q) Children are uniquely vulnerable on AI and social media platforms, and AI and social media companies invent and deploy features that injure large numbers of children, including contributing to child deaths.

(r) The costs of these injuries are unfairly being paid for by our kids, parents, schools, and taxpayers, not the technology companies that caused the harms.

(s) By subjecting AI and social media companies to heightened damages when their AI and social media products severely harm our children, this Act will incentivize AI and social media companies to avoid harming our children in the first place.

### **SEC. 3. Purpose and Intent.**

In enacting this Act, it is the purpose and intent of the people of the State of California to:

(a) **Prohibit Dangerous AI Companion Chatbots, and Other Dangerous AI Products, from Being Made Available to Kids and Teens:** The initiative protects kids and teens by setting clear guardrails that prevent companies from distributing to minors AI companion chatbots that encourage dangerous and potentially deadly behavior and restrict AI products designated as an unacceptable risk.

(b) **Get Cellphones Out of the Classroom:** The initiative promotes student attention and learning by prohibiting student smartphone use during instructional time. It ensures schools have the resources needed to get smartphones out of the classroom and prohibit students from engaging with social media or engaging with companion chatbots on their smartphones during school time.

(c) **Hold AI and Social Media Companies Accountable for Harms, Including Serious Injury, Self-Harm, and Death:** The initiative makes companies put kids' safety ahead of profits by establishing statutory damages for actual harm, including, but not limited to, serious injury, self-harm, or death, and authorizing the Attorney General to impose fines when AI companies violate the law.

(d) **Prohibit the Sale or Sharing of Teen Personal Data:** The initiative prevents companies from selling or sharing the personal information of any user under 18 without consent.

(e) **Equip Parents and Teachers with Information About Whether an AI Product to be Used by Kids Is Safe for Kids to Use:** The initiative requires independent safety audits for AI products aimed at kids and teens to determine the level of risk for products and to inform consumers of the assigned risk for a given product.

(f) Teach California Students AI Literacy and Safety In School: The initiative provides the resources needed so that the California Department of Education can properly review, update, and integrate AI literacy into curriculums so that pupils in grades K-12 will understand how to use AI in a safe, responsible, and ethical manner.

**SEC. 4. Section 22601 of the Business and Professions Code is amended to read:**

**22601.** As used in this chapter:

(a) “Artificial intelligence” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

~~(b) (1) “Companion chatbot” means an artificial intelligence system with a natural language interface that provides adaptive, human-like responses to user inputs and is capable of meeting a user’s social needs, including by exhibiting anthropomorphic features and being able to sustain a relationship across multiple interactions.~~

~~(2) “Companion chatbot” does not include any of the following:~~

~~(A) A bot that is used only for customer service, a business’ operational purposes, productivity and analysis related to source information, internal research, or technical assistance.~~

~~(B) A bot that is a feature of a video game and is limited to replies related to the video game that cannot discuss topics related to mental health, self-harm, sexually explicit conduct, or maintain a dialogue on other topics unrelated to the video game.~~

~~(C) A stand-alone consumer electronic device that functions as a speaker and voice command interface, acts as a voice-activated virtual assistant, and does not sustain a relationship across multiple interactions or generate outputs that are likely to elicit emotional responses in the user.~~

~~(c) “Companion chatbot platform” means a platform that allows a user to engage with companion chatbots.~~

*a generative artificial intelligence system with a natural language interface that simulates a sustained humanlike relationship with a user by doing all of the following:*

*(A) Retaining information on prior interactions or user sessions and user preferences to personalize the interaction and facilitate ongoing engagement with the companion chatbot.*

*(B) Asking unprompted or unsolicited questions that go beyond a direct response to a user prompt.*

*(C) Sustaining an ongoing dialogue concerning matters personal to the user.*

*(2) “Companion chatbot” does not include the following:*

(A) Any system used by a person, partnership, corporation, entity, or state or local government agency solely for customer service or to strictly provide users with information about available services or products provided by that entity, customer service account information, or other information strictly related to its customer service.

(B) Any system used by a person, partnership, corporation, or entity solely for internal purposes or employee productivity.

(c) "Generative artificial intelligence" means artificial intelligence that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence's training data.

(d) "Office" means the Office of Suicide Prevention established pursuant to Section 131300 of the Health and Safety Code.

(e) "Operator" means a person, partnership, corporation, entity, or state or local government agency that who makes a companion chatbot platform available to a user in the state.

(f) "Sexually explicit conduct" has the meaning defined in Section 2256 of Title 18 of the United States Code.

(g) "Companion chatbot platform" means a platform that allows a user to engage with companion chatbots.

~~(g) "Video game" means a game played on an electronic amusement device that utilizes a computer, microprocessor, or similar electronic circuitry and its own monitor, or is designed to be used with a television set or a computer monitor, that interacts with the user of the device.~~

**SEC. 5. Chapter 25.2 (commencing with Section 22758) is added to Division 8 of the Business and Professions Code, to read:**

**CHAPTER 25.2. Dangerous AI Companion Chatbots for Kids Prohibition  
and Child AI Safety Audit Mandate**

**22758.** This chapter shall be known as the Dangerous AI Companion Chatbots for Kids Prohibition and Child AI Safety Audit Mandate.

**22758.1.** For purposes of this chapter:

(a) "Adverse impact" means a significant negative impact to a child's health, safety, privacy, educational opportunities or outcomes, or access to essential services or benefits.

(b) "Child AI safety auditor" means a person or entity certified by the Attorney General as qualified to conduct a child AI safety audit.

(c) "Artificial intelligence" has the meaning defined in subdivision (a) of Section 22601.

- (d) *“Artificial intelligence product” means a product that relies upon or incorporates artificial intelligence, including, but not limited to, a companion chatbot defined in subdivision (g) and a covered product as defined in subdivision (i).*
- (e) *“Biometric information” has the meaning defined in subdivision (c) of Section 1798.140 of the Civil Code.*
- (f) *“Child” means a natural person under 18 years of age who resides in this state.*
- (g) *“Companion chatbot” has the meaning defined in subdivision (b) of Section 22601.*
- (h) *“Consent” means affirmative, freely-given, unambiguous written agreement to a specific purpose that is disclosed in clear and conspicuous terms and is not included within a request for general consent to use services or consent to other activities.*
- (i) *“Covered product” means an artificial intelligence product that is intended to, or likely to, be used by children or to process a child’s personal information.*
- (j) *“Deployer” means a person, partnership, corporation, entity, state or local government agency, or developer that makes a covered product available for use in this state.*
- (k) *“Developer” means a person, partnership, corporation, entity, state or local government agency, or deployer that designs, codes, substantially modifies, or otherwise produces a covered product used in this state.*
- (l) *“Generative artificial intelligence” has the meaning defined in subdivision (c) of Section 22601.*
- (m) *“Incident” means a discrete occurrence of an adverse impact to a child caused by a covered product.*
- (n) *“Input” means any information provided or generated by a user through their use of the covered product. This includes, but is not limited to, information passively collected by the covered product.*
- (o) *“Personal information” has the meaning defined in subdivision (v) of Section 1798.140 of the Civil Code.*
- (p) *“Process” or “processing” has the meaning defined in subdivision (y) of Section 1798.140 of the Civil Code.*
- (q) *“Risk” means the composite measure of an event’s likelihood of occurring and the magnitude or degree of any adverse impact of the corresponding event.*

*(r) "Risk level assessment" means a structured evaluation of a covered product's known or reasonably foreseeable risks to children.*

*(s) "Social score" means an evaluation or classification of a child or group of children based on social behavior or personal characteristics for a purpose that is likely to result in an adverse impact to the child or children and is either of the following:*

*(1) Unrelated to the context in which the information relating to the social behavior or personal characteristics was gathered.*

*(2) Disproportionate or unjustified relative to the social behavior.*

*(t) "Substantially modify" means to create a new version, release, update, or other modification to a covered product that materially changes its uses or outputs.*

*(u) "System information label" means a consumer-facing label that includes information about a covered product's risk level.*

*(v) "User" means a person who uses a covered product in this state.*

**22758.2.** *(a) Notwithstanding the Administrative Procedure Act (APA) (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code), and in order to facilitate the immediate implementation of the act adding this chapter, within six months of the effective date of the act adding this chapter the Attorney General shall adopt interim regulations addressing paragraphs (1) to (11), inclusive, and subdivision (b) without compliance with the procedures set forth in the APA. The interim regulations shall remain in effect for 540 days unless earlier superseded by regulations adopted pursuant to the APA. By no later than the date of expiration of the interim regulations, the Attorney General shall adopt final regulations governing all of the following:*

*(1) Criteria for developers to determine if an artificial intelligence product is a covered product subject to this chapter.*

*(2) Criteria for determining the level of estimated risk of a covered product in ascending order of severity ("low risk," "moderate risk," "high risk," and "unacceptable risk") based on an analysis that weighs the likelihood and severity of reasonably foreseeable adverse impacts against the anticipated benefits of the covered product and denominating the risk levels pursuant to all of the following:*

*(A) "Unacceptable risk," which shall be applied to a covered product for which the costs of foreseeable adverse impacts outweigh the benefits and includes, but is not limited to:*

*(i) A covered product used to do any of the following:*



*(I) Collect or process a child's biometric information for any purpose other than: confirming a child's identity or age, with the consent of the child's parent or guardian, in order to grant access to a service, unlock a device, or provide physical access to an educational institution; or for use in a clinical trial or other biomedical research study subject to, or conducted in accordance with, the Federal Policy for the Protection of Human Subjects, also known as the Common Rule, pursuant to good clinical practice guidelines issued by the International Council for Harmonisation or pursuant to human subject protection requirements of the United States Food and Drug Administration. Information collected or processed pursuant to the exceptions in this subparagraph shall not be sold or shared in a manner not permitted by this subparagraph.*

*(II) Generate a social score.*

*(III) Assess the emotional state of a child for any purpose other than to assess the emotional state of a child in a medical setting, with the consent of the child's parent or guardian, or to provide emergency care if the child's parent or guardian is unavailable.*

*(IV) Scrape an image that the developer or deployer knows, or reasonably should know, is a child's face from the internet or from surveillance footage without the consent of the child's parent or guardian.*

*(ii) A covered product that is a companion chatbot capable of any of the following:*

*(I) Encouraging or manipulating a child user to engage in self-harm, suicidal ideation, violence, consumption of drugs or alcohol, or disordered eating.*

*(II) Offering mental health therapy to a child user without the direct supervision of a licensed professional or discouraging the child user from seeking help from a licensed professional or appropriate adult.*

*(III) Encouraging or manipulating a child user to harm others or participate in illegal activity, including, but not limited to, the creation of child sexual abuse materials.*

*(IV) Engaging in erotic or sexually explicit interactions with a child user or engaging in activities designed to lure child users into such interactions.*

*(V) Encouraging or manipulating a child user to maintain secrecy about interactions or self-isolation.*

*(VI) Prioritizing mirroring or the validation of a child user over the child user's safety.*

*(VII) Prioritizing engagement over a child user's safety.*

*(B) "High risk," which shall be applied to a covered product for which the costs of foreseeable adverse impacts likely outweigh the benefits and includes, but is not limited to, a covered product that does any of the following:*

*(i) Performs a function related to pupil assessment or discipline, including, but not limited to, a covered product that determines access or admission, assigns children to educational institutions or programs, evaluates learning outcomes of children, assesses the appropriate level of education for a child, materially influences the level of education a child will receive or be able to access, or monitors and detects prohibited behavior of students during tests.*

*(ii) Targets advertisements to children.*

*(iii) This subparagraph shall not apply to a covered product that is used for a specific purpose that would otherwise qualify as high risk, as set forth in regulations adopted by the Attorney General, if the use is strictly necessary to ensure a child's mental or physical health or safety.*

*(C) "Moderate risk," which shall be applied to a covered product for which the benefits likely outweigh the costs of foreseeable adverse impacts.*

*(D) "Low risk," which shall be applied to a covered product for which there are few, if any, foreseeable adverse impacts.*

*(3) Procedures governing independent audits of covered products, including establishing:*

*(A) A process pursuant to which a person or entity may be certified by the Attorney General to be a child AI safety auditor qualified to conduct a child AI safety audit. The regulations shall establish application procedures, eligibility requirements, terms and conditions of auditor certification, registration requirements, and a code of professional conduct.*

*(B) Audit procedures, testing methodologies, risk-level evaluation criteria, and child AI safety audit report standards and content specified for each risk level, including, but not limited to, the purpose for which the covered product is intended, technical capabilities, limitations and functionality, specific adverse impacts, internal governance, and the level of estimated risk.*

*(C) A process pursuant to which a developer shall submit a child AI safety audit report or reports to the Attorney General for a covered product. Child AI safety audit reports provided to the Attorney General pursuant to this section shall be confidential and shall be exempt from disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).*

*(4) Requirements for the content and display of a system information label.*

*(5) The creation of an incident reporting mechanism that enables third parties to report incidents directly to a developer, deployer, or the Attorney General, the investigation of such reports, and the determination of any remedial action.*

*(6) A procedure for submission of incident reports to the Attorney General and the information that is required to be included in these incident reports.*

*(7) The creation of a publicly accessible registry for covered products that contains the risk level of a covered product, high-level summaries of any child AI safety audit reports, a summary of any incident reports and remedial action, and any additional information specified by the Attorney General.*

*(8) Standards and a procedure for annual post-deployment child AI safety audits of covered products as required by subdivisions (c) and (d) of Section 22758.3.*

*(9) (A) A registration fee for developers that does not exceed the reasonable regulatory costs incident to administering this chapter.*

*(B) Registration fees described by this paragraph shall be deposited into the Children's AI Safety Fund established pursuant to subdivision (b) of Section 22759.*

*(10) Procedures governing a developer's registration and submission of a self-certification report of the risk level for a covered product and for the Attorney General to require the developer to submit a child AI safety audit if the Attorney General has reason to believe that the self-certification is not accurate.*

*(11) A process pursuant to which the Attorney General may request a developer to provide further information in order to formulate regulations, including a developer's internal evaluations as well as information regarding the evaluation areas, format, and methodology of those evaluations.*

*(b) The Attorney General may adopt additional regulations as necessary to further the purposes of this chapter.*

**22758.3.** *(a) For covered products in use prior to the effective date of the act adding this chapter, a developer of a covered product shall do all of the following within six months of the Attorney General's adoption of interim regulations:*

*(1) Register the covered product using the registry developed by the Attorney General and certify the risk level for the covered product, including the basis for the developer's determination.*

*(2) For an unacceptable or high risk covered product, submit a child AI safety audit report to the Attorney General for the covered product.*

*(3) Develop and implement a system information label for the covered product.*

*(b) For covered products first in use after the effective date of the act adding this chapter, a developer of a covered product shall complete the requirements in paragraphs (1) to (3), inclusive, of subdivision (a), as appropriate, within the later of 30 days of making the covered product available for use in this state or six months of the Attorney General's adoption of interim regulations.*

*(c) With respect to a high risk covered product, the developer shall conduct annual post-deployment child AI safety audits pursuant to the requirements established by the Attorney General.*

*(d) If Section 22758.6 is invalidated by a court of competent jurisdiction, for all covered products determined to be of an unacceptable risk, the developer shall conduct annual post-deployment child AI safety audits pursuant to the requirements established by the Attorney General.*

*(e) Within 30 days of being notified of an incident, a developer or deployer shall file an incident report with the Attorney General.*

*(f) When licensing a covered product to deployers, a developer shall do both of the following:*

*(1) Ensure that the terms of the license require the covered product to be used in a manner that does not elevate the covered product's risk level to a higher level of risk.*

*(2) Revoke the license if the developer knows, or should know, that the deployer is using the covered product in a manner that is inconsistent with the terms required under paragraph (1).*

*(g) A developer shall not knowingly or recklessly use the input of a child to train a covered product unless the child, if the child is at least 13 years of age and less than 18 years of age, or the child's parent or guardian, if the child is less than 13 years of age, has provided consent to the developer to use the child's input for that specific purpose. A developer that willfully disregards the child's age shall be deemed to have had actual knowledge of the child's age.*

*(h) For a low or moderate risk covered product, a developer shall submit a child AI safety audit for the covered product upon request and by a date specified by the Attorney General.*

**22758.4.** (a) A deployer shall display a system information label for a covered product.

(b) A deployer shall not enter a data sharing agreement that allows the developer to train a covered product with the input of a child or knowingly or recklessly use the input of a child to train a covered product unless the child, if the child is at least 13 years of age and less than 18 years of age, or the child's parent or guardian, if the child is less than 13 years of age, has provided consent to the deployer to use the child's inputs for that specific purpose. A deployer that willfully disregards the child's age shall be deemed to have had actual knowledge of the child's age.

**22758.5.** A developer or deployer, or any contractor or subcontractor of a developer or deployer, shall not do any of the following:

(a) Prevent an employee from disclosing information to the Attorney General pertaining to a potential violation of this chapter.

(b) Retaliate against an employee for disclosing information under subdivision (a).

(c) Make false or materially misleading statements related to its compliance with obligations imposed under this chapter.

**22758.6.** A developer or deployer shall not make a covered product available to a child or apply the covered product to a child if the covered product has been determined to be an unacceptable risk under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22758.2.

**SEC. 6. Chapter 25.3 (commencing with Section 22759) is added to Division 8 of the Business and Professions Code, to read:**

**Chapter 25.3. Enforcement and Remedies**

**22759. Attorney General Enforcement.**

(a) The Attorney General may bring an action for a violation of Chapter 25.2 to obtain any of the following remedies:

(1) A civil penalty of twenty-five thousand dollars (\$25,000) for each violation.

(2) Injunctive or declaratory relief.

(3) Reasonable attorney's fees and costs.

(b) The Children's AI Safety Fund is hereby created within the General Fund in the State Treasury. Funds in the Children's AI Safety Fund shall be available upon appropriation by the Legislature and shall be used exclusively for the purposes described in this subdivision.

*(1) All proceeds recovered in an action brought pursuant to subdivision (a) shall be deposited in the Children's AI Safety Fund.*

*(2) Funds in the Children's AI Safety Fund shall be spent as follows: first, to offset any costs incurred by the courts and Attorney General in carrying out their duties under the act adding this chapter; second, to offset any costs of the California Department of Education to review, consider, and update AI literacy curriculum content and instructional materials as set forth in Section 33548.1 of the Education Code; third, to support the implementation of the Smartphone-Free Classrooms policy as set forth in Section 48901.7 of the Education Code; and thereafter, to administer and fund grants to protect and prepare children to use artificial intelligence safely.*

**22759.1. Private Right of Action.**

*(a) A child who suffers actual harm, including, but not limited to, serious bodily injury, self-harm, or death caused by a violation of Chapter 25.2, or caused by an artificial intelligence product due to a violation of the standard established in subdivision (a) of Section 1714 of the Civil Code, or a parent or guardian acting on behalf of that child, shall recover:*

*(1) The greater of the following statutory damages:*

*(A) Five thousand dollars (\$5,000) per violation up to a maximum of one million dollars (\$1,000,000) per child.*

*(B) Three times the amount of the child's actual damages, including economic and non-economic damages.*

*(2) Reasonable attorney's fees and costs.*

*(3) Any other relief the court deems proper, including, but not limited to:*

*(A) Punitive damages.*

*(B) Injunctive or declaratory relief.*

*(b) A child who suffers actual harm, including, but not limited to, serious bodily injury, self-harm, or death caused by a social media platform due to a violation of the standard established in subdivision (a) of Section 1714 of the Civil Code, or a parent or guardian acting on behalf of that child, shall recover:*

*(1) The greater of the following statutory damages:*

*(A) Five thousand dollars (\$5,000) per violation up to a maximum of one million dollars (\$1,000,000) per child.*

*(B) Three times the amount of the child's actual damages, including economic and non-economic damages.*

*(2) Reasonable attorney's fees and costs.*

*(3) Any other relief the court deems proper, including, but not limited to:*

*(A) Punitive damages.*

*(B) Injunctive or declaratory relief.*

*(c) The duties, remedies, and obligations imposed by this section are cumulative to the duties, remedies, or obligations imposed under other law and shall not be construed to relieve a person or entity from any duties, remedies, or obligations imposed under any other law.*

**22759.2.** *For purposes of Section 22759.1:*

*(a) "Artificial intelligence" has the meaning defined in subdivision (a) of Section 22601.*

*(b) "Artificial intelligence product" means a product that is defined in subdivision (d) of Section 22758.1 and is owned or operated by an artificial intelligence company.*

*(c) "Artificial intelligence company" means a person or entity that owns or operates one or more artificial intelligence products and generates more than one hundred million dollars (\$100,000,000) per year in gross revenues.*

*(d) "Child" means a natural person under 18 years of age who resides in this state.*

*(e) "Social media company" means a person or entity that owns or operates one or more social media platforms and generates more than one hundred million dollars (\$100,000,000) per year in gross revenues.*

*(f) "Social media platform" means a public or semipublic internet-based service or application owned or operated by a social media company that has users in California and that meets both of the following criteria:*

*(1) (A) A substantial function of the service or application is to connect users in order to allow users to interact socially with each other within the service or application.*

*(B) A service or application that provides email or direct messaging services shall not be considered to meet this criterion on the basis of that function alone.*

*(2) The service or application allows users to do all of the following:*

*(A) Construct a public or semipublic profile for purposes of signing into and using the service or application.*

*(B) Populate a list of other users with whom an individual shares a social connection within the system.*

*(C) Create or post content viewable by other users, including, but not limited to, on message boards, in chat rooms, or through a landing page or main feed that presents the user with content generated by other users.*

**SEC. 7. Section 1798.120 of the Civil Code is amended to read:**

**1798.120. Consumers' Right to Opt Out of Sale or Sharing of Personal Information**

(a) (1) A consumer shall have the right, at any time, to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. This right may be referred to as the right to opt out of sale or sharing.

(2) A business to which another business transfers the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the transferee assumes control of all of, or part of, the transferor shall comply with a consumer's direction to the transferor made pursuant to this subdivision.

(b) A business that sells consumers' personal information to, or shares it with, third parties shall provide notice to consumers, pursuant to subdivision (a) of Section 1798.135, that this information may be sold or shared and that consumers have the "right to opt out" of the sale or sharing of their personal information.

(c) Notwithstanding subdivision (a), a business shall not sell or share the personal information of consumers if the business has actual knowledge *or should have known* that the consumer is less than ~~16~~ 18 years of age, unless the consumer, in the case of consumers at least 13 years of age and less than ~~16~~ 18 years of age, or the consumer's parent or guardian, in the case of consumers who are less than 13 years of age, has affirmatively authorized the sale or sharing of the consumer's personal information. A business that willfully disregards the consumer's age shall be deemed to have had actual knowledge of the consumer's age.

(d) A business that has received direction from a consumer not to sell or share the consumer's personal information or, in the case of a minor consumer's personal information has not received consent to sell or share the minor consumer's personal information, shall be prohibited, pursuant to paragraph (4) of subdivision (c) of Section 1798.135, from selling or sharing the consumer's personal information after its receipt of



the consumer's direction, unless the consumer subsequently provides consent, for the sale or sharing of the consumer's personal information.

**SEC. 8. Section 33548.1 is added to the Education Code, immediately following Section 33548, to read:**

**33548.1. AI Curriculum for Grades K-12.**

*(a) Consistent with the purposes of the Children's AI Safety Fund, established by subdivision (b) of Section 22759 of the Business and Professions Code, funds shall be provided to the California Department of Education to support the Instructional Quality Commission's consideration and review of California's AI literacy content for curriculums and instructional materials, as set forth in subdivision (d) of Section 33548. The Commission's review shall include, but is not limited to, whether AI literacy curriculum content includes defined educational objectives to instruct pupils on the safe and informed use of artificial intelligence, including, but not limited to, on artificial intelligence's core concepts such as machine learning, automation, and natural language processing; its benefits and risks, including its effects on pupils' educational, behavioral, and emotional development, and its effects on youth mental health and well-being; its applications and limitations in academic and real-world settings; its relationship to data privacy and other technologies; and its impact on individuals and society.*

*(b) Any approved AI literacy curriculum content shall be open source and accessible to educators across the state, shall include curriculum and online instructional modules appropriate for use with pupils in kindergarten and any of grades 1 to 12, inclusive, and shall be posted on the State Board of Education's website and accessible to parents and members of the public.*

*(c) The Instructional Quality Commission shall reevaluate and recommend revisions to California's AI literacy content for curriculums and instructional materials every three years to ensure it reflects the latest technological changes and social impacts of artificial intelligence.*

*(d) For the purposes of this section:*

*(1) "Artificial intelligence" has the meaning defined in subdivision (a) of Section 22601 of the Business and Professions Code.*

*(2) "Artificial Intelligence (AI) literacy" has the meaning defined in paragraph (1) of subdivision (a) of Section 33548.*

**SEC. 9. Section 48901.7 of the Education Code is amended to read:**

**48901.7. Smartphone-Free Classrooms.**

(a) ~~(1) No later than July 1, 2027, the~~ The governing body of a school district, a county office of education, or a charter school shall, ~~no later than July 1, 2026,~~ develop and adopt, and shall update every five years *as necessary*, a policy ~~to limit or prohibit~~ *prohibiting* the use ~~by its of internet-enabled devices by pupils of smartphones while the pupils are at a school site or during instructional time or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school. Consistent with the purposes of the Children's AI Safety Fund, established by subdivision (b) of Section 22759 of the Business and Professions Code, funds shall be provided to the California Department of Education to support implementation of this section. The goal of the policy shall be to promote evidence-based use of smartphone practices to support pupil learning and well-being. The development of the policy shall involve significant stakeholder participation in order to ensure that the policies are responsive to the unique needs and desires of pupils, parents, and educators in each community. The policy shall include at least one method for parents and guardians to contact their students while internet-enabled devices are prohibited. The policy may also include enforcement mechanisms that limit access to smartphones.~~

*(2) Whenever a policy is adopted or updated, the governing body of a school district, county office of education, or charter school shall publish the policy in a clearly visible and accessible location on its website and shall send a copy to all parents and guardians. The notice sent to parents and guardians shall be subject to Section 48985, if applicable.*

(b) Notwithstanding subdivision (a), a pupil shall not be prohibited from possessing or using ~~a smartphone an internet-enabled device~~ under any of the following circumstances:

~~(1) In the case of~~ *When in* an emergency, or in response to a perceived threat of danger.

~~(2) When a teacher or administrator of the school district, county office of education, or charter school grants permission to a pupil or pupils to possess or use a smartphone an internet-enabled device for an educational purpose, subject to any reasonable limitation imposed by that teacher or administrator.~~

~~(3) When a licensed physician and or surgeon determines that the possession or use of a smartphone an internet-enabled device is necessary for the health or well-being of a medical necessity for the pupil.~~

~~(4) When the possession or use of a smartphone an internet-enabled device is required in a pupil's individualized education program or plan developed pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794).~~

*(5) Where otherwise required by law.*

(c) This section does not authorize monitoring, collecting, or otherwise accessing any information related to a pupil's online activities.

*(d) For the purposes of this section:*

*(1) An "internet-enabled device" means any smartphone, tablet, smartwatch, or other portable device capable of connecting to the internet and enabling the user to access content on the internet.*

*(2) An "internet-enabled device" shall not include:*

*(A) A non-internet-enabled device such as cellular phones or other communication devices not capable of connecting to the internet or enabling the user to access content on the internet.*

*(B) An internet-enabled device supplied or authorized by a school district, a county office of education, or a charter school that is used for an educational purpose.*

#### **SEC. 10. Amendment.**

The provisions of this Act may be amended after its approval by the voters by a statute that is passed by a vote of a majority of the members of each house of the Legislature and signed by the Governor, provided that such amendments are consistent with and further the purpose and intent of this Act.

#### **SEC. 11. Severability.**

If any provision of this Act, or part of this Act, or the application of any provision or part to any person or circumstances, is for any reason held to be invalid, the remaining provisions, or applications of provisions, shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable. If a court were to find in a final, unreviewable judgment that the exclusion of one or more entities or activities from the applicability of this Act renders this Act unconstitutional, those exceptions should be severed and this Act should be made applicable to the entities or activities formerly exempt from this Act. It is the intent of the voters that this Act would have been enacted regardless of whether any invalid provision had been included or any invalid application had been made.

#### **SEC. 12. Conflicting Initiatives.**

(a) In the event that this Act and another measure addressing artificial intelligence and social media shall appear on the same statewide ballot, the provisions of the other

measure or measures shall be deemed to be in conflict with this Act. In the event that this Act receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this Act shall prevail in their entirety, and the other measure or measures shall be null and void.

(b) If this Act is approved by the voters but superseded by law by any other conflicting measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this Act shall be self-executing and given full force and effect.

#### **SEC. 13. Standing.**

Notwithstanding any other provision of law, if the State or any of its officials fail to defend the constitutionality of this Act following its approval by the voters, any other government agency of this State shall have the authority to intervene in any court action challenging the constitutionality of this Act for the purpose of defending its constitutionality, whether such action is in state or federal trial court, on appeal, or on discretionary review by the Supreme Court of California or the Supreme Court of the United States. The reasonable fees and costs of defending the action shall be a charge on funds appropriated to the California Department of Justice, which shall be satisfied promptly.

#### **SEC. 14. Construction.**

This Act shall be liberally construed to effectuate its purposes. The duties, remedies, and obligations imposed by this Act are cumulative to the duties, remedies, or obligations imposed under other law and shall not be construed to relieve a person or entity from any duties, remedies, or obligations imposed under any other law.

#### **SEC. 15. Savings Clause.**

This Act is intended to supplement federal and state law, where permissible, but shall not apply where such application is preempted by, or in conflict with, federal law or the California Constitution. Nothing in this Act is intended to infringe upon any right to exercise free expression protected under the First Amendment to the United States Constitution or under Section 2 of Article I of the California Constitution. The provisions of this Act relating to children under 13 years of age shall only apply to the extent not in conflict with the Children's Online Privacy Protection Act (15 U.S.C. Sec. 6501 et seq.).