

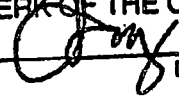
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FILED

Superior Court of California
County of San Francisco

MAR 03 2026

CLERK OF THE COURT

BY:  Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE CITY AND COUNTY OF SAN FRANCISCO

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

14 Plaintiff,

15 v.

16 **META PLATFORMS, INC.,**

17 Defendant.
18

Case No. CGC 25 631678

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

19
20 Plaintiff, the People of the State of California, by and through Attorney General Rob Bonta
21 (the "PEOPLE") and Defendant Meta Platforms, Inc. ("META"), appearing through their attorney,
22 Benjamin A. Powell, Wilmer Cutler Pickering Hale and Dorr LLP, (collectively, the "Parties")
23 having stipulated to the entry of this Final Judgment and Permanent Injunction ("Judgment") by the
24 Court without the taking of proof and without trial or adjudication of any fact or law, without this
25 Judgment constituting evidence of or an admission by META regarding any issue or law or fact
26 alleged in the Complaint on file, and without META admitting any liability, and with all parties
27 having waived their right to appeal, and the Court having considered the matter and good cause
28 appearing:

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

2 **I. PARTIES AND JURISDICTION**

3 1. This Court has jurisdiction over the allegations and subject matter of the PEOPLE'S
4 Complaint filed in this action, and the parties to this action; venue is proper in this County; and this
5 Court has jurisdiction to enter this Judgment.

6 **II. DEFINITIONS**

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

8 2. "APPLICATION PROGRAMMING INTERFACE" means the approved way for
9 THIRD-PARTY APPLICATIONS to read and write to Facebook's social graph.

10 3. "CLEARLY AND CONSPICUOUSLY" means that a required disclosure is difficult to
11 miss (*i.e.*, easily noticeable) and easily understandable by USERS, including in all of the following
12 ways:

- 13 a. In any communication that is solely visual or solely audible, the disclosure must be
14 made through the same means through which the communication is presented. In any
15 communication made through both visual and audible means, such as a video or
16 television advertisement, the disclosure must be presented simultaneously in both the
17 visual and audible portions of the communication even if the representation requiring
18 the disclosure is made in only one means.
- 19 b. A visual disclosure, by its size, contrast, location, the length of time it appears, and
20 other characteristics, must stand out from any accompanying text or other visual
21 elements so that it is easily noticed, read, and understood.
- 22 c. An audible disclosure, including by telephone or streaming video, must be delivered
23 in a volume, speed, and cadence sufficient to be easily heard and understood.
- 24 d. In any communication using an interactive electronic medium, such as the Internet or
25 software, the disclosure must be unavoidable.
- 26 e. The disclosure must use diction and syntax understandable to ordinary USERS and
27 must appear in each language in which the representation that requires the disclosure
28 appears.

1 f. The disclosure must comply with these requirements in each medium through which
2 it is received, including all electronic devices and face-to-face communications.

3 g. The disclosure must not be contradicted or mitigated by, or inconsistent with,
4 anything else in the communication.

5 4. "COVERED CONDUCT" shall mean META'S policies, practices, and representations
6 regarding the sharing of NON-PUBLIC USER INFORMATION with, and oversight and
7 monitoring of, the THIRD-PARTY APPLICATIONS and SERVICE PROVIDERS on the
8 FACEBOOK PLATFORM, the potential MISUSE of Facebook NON-PUBLIC USER
9 INFORMATION by DEVELOPERS, and META'S privacy statements and USER settings related
10 to the sharing of NON-PUBLIC USER INFORMATION with DEVELOPERS. It shall also mean
11 Facebook's privacy-related policies and practices concerning the collection, storage, and use of
12 USER information prior to January 1, 2020, that were the subject of requests for information in the
13 course of the investigation leading to this Judgment.

14 5. A "DEVELOPER ACCOUNT DEACTIVATION" is an enforcement action that
15 prevents a specific DEVELOPER account from accessing any THIRD-PARTY APPLICATIONS
16 for which it is an administrator and from creating new THIRD-PARTY APPLICATIONS. A
17 DEVELOPER ACCOUNT DEACTIVATION will also result in the deletion of any THIRD-
18 PARTY APPLICATION where the DEVELOPER account is the THIRD-PARTY
19 APPLICATION'S only administrator.

20 6. "DEVELOPER(S)" are third-party software developers who access NON-PUBLIC
21 USER INFORMATION through FACEBOOK LOGIN, outside of a USER-initiated transfer of
22 NON-PUBLIC USER INFORMATION as part of a data portability protocol or standard, for use in
23 an independent, third-party consumer application or website. This term shall not include SERVICE
24 PROVIDERS.

25 7. "EFFECTIVE DATE" means the date that META is served with notice that the
26 Judgment has been entered.

27 8. "FACEBOOK LOGIN" is any tool or substantially similar functionality offered as part
28 of the FACEBOOK PLATFORM service to DEVELOPERS that can be incorporated into a

1 THIRD-PARTY APPLICATION and which, when so incorporated, (1) enables USERS to log in to
2 such THIRD-PARTY APPLICATION and potentially authorize a THIRD-PARTY APPLICATION
3 to access their NON-PUBLIC USER INFORMATION, and (2) enables DEVELOPERS to access
4 that NON-PUBLIC USER INFORMATION for which it receives the necessary permissions from
5 USERS through FACEBOOK PLATFORM.

6 9. "FACEBOOK PLATFORM" is a set of services and tools, including APPLICATION
7 PROGRAMMING INTERFACES, related to the Facebook social networking service accessible
8 through the Facebook website (www.Facebook.com) and mobile application, and made available to
9 DEVELOPERS. This term shall not include services and tools related to other META products,
10 including Instagram, Messenger, WhatsApp, Threads, AI at Meta, Meta Pay, and Reality Labs.

11 10. "FTC INDEPENDENT PRIVACY PROGRAM ASSESSMENTS" are the initial and
12 biennial assessments conducted pursuant to the FTC SETTLEMENT and defined by Section VIII of
13 the FTC SETTLEMENT.

14 11. "FTC SETTLEMENT" is the Stipulated Order for Civil Penalty, Monetary Judgment,
15 and Relief in United States of America v. Facebook, Inc. filed in the United States District Court for
16 the District of Columbia, Case No. 1:19-cv-02184 on July 24, 2019 and approved by the Court on
17 April 23, 2020.

18 12. "MISUSE" is the transfer of NON-PUBLIC USER INFORMATION obtained through
19 the FACEBOOK PLATFORM by DEVELOPERS in violation of the POLICY, but shall not
20 include (i) inadvertent transfers of NON-PUBLIC USER INFORMATION, or (ii) instances where a
21 DEVELOPER transfers NON-PUBLIC USER INFORMATION with the good-faith belief that such
22 transfer is necessary to prevent or mitigate imminent threats to the health or safety of a person or the
23 public.

24 13. "NON-PUBLIC USER INFORMATION" is any USER profile information (i.e.,
25 information that a USER adds to or is listed on the USER'S Facebook profile) that is restricted by
26 one or more PRIVACY SETTING(s) or USER-generated content on Facebook (e.g., status updates,
27 photos) that is restricted by one or more PRIVACY SETTING(s).

1 14. "POLICY" refers to the terms and requirements for the Facebook service, however
2 styled or titled, that govern DEVELOPERS' access to NON-PUBLIC USER INFORMATION
3 through FACEBOOK LOGIN.

4 15. "PRIVACY SETTING" includes any control or setting provided by META that allows
5 a USER to restrict which individuals or entities can access or view their Facebook information.

6 16. "SERVICE PROVIDERS" are entities or individuals that (1) are authorized to use
7 NON-PUBLIC USER INFORMATION accessed through the FACEBOOK PLATFORM for and at
8 the direction of META or DEVELOPERS; and (2) do not disclose the NON-PUBLIC USER
9 INFORMATION, or any individually identifiable information derived from such NON-PUBLIC
10 USER INFORMATION, except for, (a) at the direction of META or DEVELOPERS, for the
11 purpose of providing services requested by a USER, or (b) when reasonably necessary to comply
12 with applicable law or to prevent or mitigate fraud or security vulnerabilities.

13 17. A "SEVERE POLICY VIOLATION" is an instance of confirmed MISUSE that occurs
14 after the EFFECTIVE DATE.

15 18. "THIRD-PARTY APPLICATION" is an independent, third-party consumer application
16 or website created by a DEVELOPER that accesses NON-PUBLIC USER INFORMATION
17 through FACEBOOK LOGIN, outside of a USER-initiated transfer of NON-PUBLIC USER
18 INFORMATION as part of a data portability protocol or standard, for use by USERS that
19 implements the tools offered through the FACEBOOK PLATFORM.

20 19. "USER" means an identified individual residing in California from whom META has
21 obtained information for the purpose of providing access to Facebook's products and services.

22 **III. INJUNCTIVE PROVISIONS**

23 20. The duties, responsibilities, burdens, and obligations undertaken in connection with
24 this Judgment shall apply to META, its officers, employees, directors, successors, affiliates, parents,
25 subsidiaries, assigns, principals, and agents, in connection with the use or operation of the
26 FACEBOOK PLATFORM as defined herein.

27 21. META shall protect USERS from potential MISUSE by doing, without limitation, the
28 following:

1 **A. POLICY REQUIREMENTS**

2 22. META shall maintain a POLICY that requires DEVELOPERS to provide their USERS
3 with an easily accessible privacy policy. META shall CLEARLY AND CONSPICUOUSLY
4 display a hyperlink to the DEVELOPER'S privacy policy to USERS at the point at which the
5 USER authorizes the DEVELOPER'S THIRD-PARTY APPLICATION to receive NON-PUBLIC
6 USER INFORMATION through the FACEBOOK PLATFORM.

7 23. META shall maintain a POLICY that requires any THIRD-PARTY APPLICATION
8 that requests NON-PUBLIC USER INFORMATION to clearly disclose how such information will
9 be used. The POLICY shall prohibit any THIRD-PARTY APPLICATION from using NON-
10 PUBLIC USER INFORMATION in any manner or for any purpose not disclosed to the USER
11 pursuant to the requirement in this section.

12 24. META shall maintain a POLICY that requires DEVELOPERS to implement and
13 maintain reasonable and appropriate safeguards designed to secure and protect NON-PUBLIC
14 USER INFORMATION from unauthorized access or disclosure.

15 25. META shall maintain a POLICY that requires DEVELOPERS to require SERVICE
16 PROVIDERS to implement and maintain reasonable and appropriate safeguards designed to secure
17 and protect NON-PUBLIC USER INFORMATION from unauthorized access or disclosure.

18 26. META shall maintain a POLICY that requires DEVELOPERS to allow USERS to
19 request that the DEVELOPER delete the USERS' NON-PUBLIC USER INFORMATION. META
20 shall maintain a POLICY that requires DEVELOPERS to comply with such deletion requests,
21 except as reasonably necessary to comply with applicable law or to prevent or mitigate fraud or
22 security vulnerabilities.

23 27. META shall maintain a POLICY that requires DEVELOPERS to comply with
24 applicable laws with respect to their collection and use of NON-PUBLIC USER INFORMATION.

25 28. META shall maintain a POLICY that prohibits the transfer of NON-PUBLIC USER
26 INFORMATION between DEVELOPERS and other third parties except (1) with the affirmative
27 express consent of USERS; (2) to SERVICE PROVIDERS using the NON-PUBLIC USER
28

1 INFORMATION on the DEVELOPERS' behalf; or (3) as reasonably necessary to comply with
2 applicable law or to prevent or mitigate fraud or security vulnerabilities.

3 29. META shall maintain a POLICY that limits the categories of NON-PUBLIC USER
4 INFORMATION DEVELOPERS may request from USERS to only those categories that would
5 enhance the USER'S experience, and that requires DEVELOPERS to disclose any further uses of
6 the NON-PUBLIC USER INFORMATION in their privacy policies, pursuant to Paragraph 23.

7 30. META shall maintain a POLICY that requires DEVELOPERS to retain USERS' NON-
8 PUBLIC USER INFORMATION only for so long as DEVELOPERS have a legitimate business
9 purpose for retaining such information and to delete or de-identify the information within a
10 reasonable timeframe following the expiration of a legitimate business purpose except as reasonably
11 necessary to comply with applicable law or to prevent or mitigate fraud or security vulnerabilities.

12 31. With respect to the provisions in Paragraphs 22–30, META'S obligations are satisfied
13 by incorporating the requirements into the POLICY and maintaining them as such and by adhering
14 to the Enforcement Requirements set forth in Paragraphs 40–45.

15 **B. SYSTEM REQUIREMENTS**

16 32. META shall maintain a system whereby when a USER is prompted to authorize a new
17 THIRD-PARTY APPLICATION to access NON-PUBLIC USER INFORMATION using
18 FACEBOOK LOGIN, META shall CLEARLY AND CONSPICUOUSLY (1) disclose the NON-
19 PUBLIC USER INFORMATION that the THIRD-PARTY APPLICATION will obtain if the
20 USER provides such authorization; and (2) provide the USER the option to withhold such
21 authorization.

22 33. META shall operate and provide USERS with an interface where USERS can review
23 the THIRD-PARTY APPLICATIONS that USERS have authorized to access NON-PUBLIC USER
24 INFORMATION using FACEBOOK LOGIN, including those that are active, those that have
25 expired (i.e., those for which META has removed access pursuant to Paragraph 39), and those that
26 META has removed for a SEVERE POLICY VIOLATION since the EFFECTIVE DATE. The
27 interface shall CLEARLY AND CONSPICUOUSLY disclose to USERS:
28

- a. That THIRD-PARTY APPLICATIONS' access to NON-PUBLIC USER INFORMATION is ongoing unless a USER revokes authorization.
- b. The categories of NON-PUBLIC USER INFORMATION that are currently shared with each THIRD-PARTY APPLICATION.
- c. The last date after the EFFECTIVE DATE on which each THIRD-PARTY APPLICATION accessed each category of NON-PUBLIC USER INFORMATION that is currently shared with that THIRD-PARTY APPLICATION, unless the last date is more than five years prior.
- d. For active THIRD-PARTY APPLICATIONS, the initial date the USER connected to each THIRD-PARTY APPLICATION through FACEBOOK LOGIN.¹

34. META shall provide informational tools to USERS that disclose how META collects and uses NON-PUBLIC USER INFORMATION that relates to a USER'S location, including how it may use that information for advertising purposes, and how USERS can make changes regarding their location-related NON-PUBLIC USER INFORMATION by accessing the relevant settings and controls.

35. META shall make available to DEVELOPERS a mechanism through which USERS can submit requests to DEVELOPERS to delete the USER'S NON-PUBLIC USER INFORMATION.

36. META shall limit, without additional application review, as described below, the information that DEVELOPERS can request from USERS through FACEBOOK LOGIN to certain categories (e.g., User ID, name, profile photo, and email address). DEVELOPERS that wish to request access to additional NON-PUBLIC USER INFORMATION from USERS through FACEBOOK LOGIN beyond the limits set by META pursuant to this section shall be required to undergo an application review process and obtain affirmative express consent from the USER before receiving any such information. Pursuant to the application review process required under

¹ For the avoidance of doubt, if a USER removes a THIRD-PARTY APPLICATION and later re-connects to that THIRD-PARTY APPLICATION, the interface will show the more recent connection date. Moreover, certain information is not available on the interface if a USER (1) has opted out of tracking via META'S tool that permits a USER to stop META from tracking "future activity" but (2) continues using FACEBOOK LOGIN on individual apps or websites.

1 this section, META shall require DEVELOPERS to justify their need for the additional NON-
2 PUBLIC USER INFORMATION, including by providing an explanation of how DEVELOPERS
3 will use the additional requested NON-PUBLIC USER INFORMATION to enhance the USER'S
4 experience. META shall document the DEVELOPER'S stated justification and its decision to allow
5 or deny the request for additional USER information.

6 37. META shall prohibit DEVELOPERS from requesting that USERS provide permission
7 to access NON-PUBLIC USER INFORMATION through FACEBOOK LOGIN from anyone other
8 than that USER.

9 38. META shall ensure that APPLICATION PROGRAMMING INTERFACES available
10 through META'S Messenger Platform are not automatically accessible when META grants a
11 DEVELOPER access to the FACEBOOK PLATFORM alone.

12 39. META shall remove a THIRD-PARTY APPLICATION'S ability to access additional
13 NON-PUBLIC USER INFORMATION from a USER through FACEBOOK LOGIN when
14 META'S systems detect that the USER has not used the THIRD-PARTY APPLICATION in the
15 previous ninety (90) calendar days, or such other time period as is appropriate to accommodate the
16 USER experience.

17 C. ENFORCEMENT REQUIREMENTS

18 40. META shall maintain a robust enforcement program that monitors THIRD-PARTY
19 APPLICATIONS' compliance with the POLICY, including, but not limited to, compliance with the
20 POLICY requirements set forth herein. The program shall include:

21 41. Implementation and maintenance of appropriate staffing, technical, and training
22 requirements that are reasonably designed to monitor and enforce DEVELOPER compliance with
23 the POLICY;

24 42. Measures including, but not limited to, ongoing manual reviews and automated scans,
25 and, at least once every twelve months, assessments by META (or an appropriate entity contracted
26 by META), including to confirm that the THIRD-PARTY APPLICATION uses NON-PUBLIC
27 USER INFORMATION as described to META in accordance with Paragraph 36 of this Judgment,
28 and other technical and operational testing; and

1 43. Implementation and maintenance of a documented enforcement framework that
2 enumerates specific enforcement actions against DEVELOPERS and THIRD-PARTY
3 APPLICATIONS, including DEVELOPER ACCOUNT DEACTIVATIONS, for potential POLICY
4 violations. Each enforcement action, including any appeal thereof, must consider and be based
5 solely on the severity, nature, or impact of a violation; the DEVELOPER'S malicious conduct or
6 history of violations; and applicable law. META shall document each enforcement action, and
7 appeal thereof, and the bases therefor, as well as any mitigating circumstances that support a
8 deviation from the framework. META shall maintain documentation of all investigations made
9 under the enforcement framework and all enforcement outcomes (including where no enforcement
10 action was taken) for a period of three years, and make such documentation available for inspection
11 to the Attorney General upon reasonable request.

12 44. At least annually, META (or an appropriate entity contracted by META) shall collect
13 from DEVELOPERS of THIRD-PARTY APPLICATIONS information concerning the
14 DEVELOPER'S adherence to the POLICY. DEVELOPERS who do not provide the required
15 information shall be subject to enforcement action, including a DEVELOPER ACCOUNT
16 DEACTIVATION.

17 45. Where META has confirmed that a DEVELOPER account has committed a SEVERE
18 POLICY VIOLATION, META will impose a DEVELOPER ACCOUNT DEACTIVATION. If,
19 after a DEVELOPER appeals, META determines that (1) the DEVELOPER account was not
20 involved in a SEVERE POLICY VIOLATION or (2) the DEVELOPER has remediated the issue(s)
21 giving rise to the SEVERE POLICY VIOLATION and the DEVELOPER has, in writing, certified
22 such remedy as well as provide assurance that it will abide by the POLICY, including the one that
23 was violated, META may reverse the DEVELOPER ACCOUNT DEACTIVATION and/or
24 reinstate any deleted THIRD-PARTY APPLICATIONS. If, after a DEVELOPER'S remediation(s),
25 META reverses a DEVELOPER ACCOUNT DEACTIVATION, META, within thirty (30)
26 calendar days of the reversal, will notify the California Attorney General in writing what SEVERE
27 POLICY VIOLATION occurred, justification of the reversal, and any history of prior reversals
28 related to the DEVELOPER. As part of META'S investigation into whether the DEVELOPER

1 account committed a SEVERE POLICY VIOLATION, META shall exhaust reasonable
2 investigative efforts to ascertain the nature and extent of the violation before closing META'S
3 investigation of the SEVERE POLICY VIOLATION.

4 46. On an annual basis, META (or an appropriate entity contracted by META for this
5 purpose) shall conduct a review of privacy policies maintained by DEVELOPERS of THIRD-
6 PARTY APPLICATIONS. META may tailor the nature of its review to be reasonable in light of the
7 nature, extent, and relative sensitivity of the risk to USERS' privacy posed by the THIRD-PARTY
8 APPLICATION. META (or an appropriate entity contracted by META for this purpose) shall
9 review such policies to determine whether the policies provide certain information to USERS,
10 including what NON-PUBLIC USER INFORMATION the THIRD-PARTY APPLICATION
11 collects and the purposes for which it is used.

12 47. Twice annually, META shall generate a written report on the status of the enforcement
13 program to be presented to META'S Board of Directors, or the appropriate committee of the board
14 ("Enforcement Report"). The Enforcement Report shall, at a minimum, disclose for that
15 immediately preceding half year, the following information regarding POLICY violations involving
16 NON-PUBLIC USER INFORMATION retrieved through a THIRD-PARTY APPLICATION using
17 FACEBOOK LOGIN: (1) the number of and basis for investigations conducted; (2) the number of
18 investigations completed; (3) the number of violations confirmed in such investigations; and (4) the
19 number of enforcement actions taken. The report shall provide metrics sufficient to demonstrate the
20 implementation of the enforcement program and whether it is appropriately resourced and staffed.
21 Upon request from the California Attorney General, META shall provide the Enforcement Report
22 to the California Attorney General. META may provide the Enforcement Report in a secure
23 electronic format, but such format shall not inhibit the ability to read the entirety of the report.

24 48. META shall take reasonable steps to notify USERS if META confirms that a
25 DEVELOPER has committed a SEVERE POLICY VIOLATION with respect to their NON-
26 PUBLIC USER INFORMATION. META shall notify USERS whose NON-PUBLIC USER
27 INFORMATION was subject to a SEVERE POLICY VIOLATION by email or upon the USERS'
28

1 login to Facebook and without unreasonable delay following the discovery of the SEVERE
2 POLICY VIOLATION.

3 49. META shall maintain a contractual right to audit or investigate, as appropriate, any
4 THIRD-PARTY APPLICATION or DEVELOPER that is suspected of having engaged in
5 MISUSE.

6 50. META shall not misrepresent in any manner, expressly or by implication, the extent to
7 which it maintains the privacy of USERS' NON-PUBLIC USER INFORMATION shared through
8 the FACEBOOK PLATFORM.

9 51. META shall develop, implement, and maintain a reporting program that shall be
10 generally available to the public, and shall allow cases of suspected MISUSE by DEVELOPERS to
11 be reported to META for investigation.

12 52. META shall maintain a channel through which employees and contingent workers may
13 submit anonymous complaints or concerns about the privacy of USERS' NON-PUBLIC USER
14 INFORMATION shared through the FACEBOOK PLATFORM. META shall document the
15 outcome of such complaints.

16 **D. INDEPENDENT PRIVACY PROGRAM ASSESSMENTS AND REPORTING**
17 **REQUIREMENTS TO THE ATTORNEY GENERAL**

18 53. Upon request of the California Attorney General, META shall make available to the
19 California Attorney General the FTC INDEPENDENT PRIVACY PROGRAM ASSESSMENTS
20 provided to the FTC. META shall provide the FTC INDEPENDENT PRIVACY PROGRAM
21 ASSESSMENTS in a secure electronic format, but such format shall not inhibit the ability to read
22 the entirety of the report.

23 **E. BOARD REPORTING REQUIREMENTS**

24 54. META shall require an executive or officer with appropriate background and
25 experience to report annually to its Board of Directors, or to a committee thereof,
26 regarding compliance with Section III of this Judgment.

1 **IV. MONETARY PROVISIONS**

2 55. META shall pay a total of \$50,000,000.00 in civil penalties pursuant to Business and
3 Professions Code, § 17206. The California Attorney General shall provide payment instructions
4 after the EFFECTIVE DATE, and payment shall be made no later than sixty (60) days after
5 META'S receipt of such instructions.

6 56. Except as otherwise expressly provided herein, each party shall bear its own attorney's
7 fees and costs.

8 **V. RELEASE**

9 57. Upon payment of the amount due to the PEOPLE under the Monetary Provisions, the
10 Attorney General shall release and discharge META and any of its affiliates, subsidiaries, divisions,
11 successors, officers, employees, directors, agents, and representatives from any and all known and
12 unknown civil claims that the Attorney General could have filed based on the COVERED
13 CONDUCT occurring prior to entry of this Judgment, excluding claims arising under the laws listed
14 in Paragraph 58. Nothing contained in this section shall be construed to limit the ability of the
15 Attorney General to enforce the obligations that META has under this Judgment. Further, nothing
16 in this Judgment shall be construed to create, waive, or limit any private right of action.

17 58. Notwithstanding the releases in Paragraph 57, or any other term of this Judgment, the
18 following claims are specifically reserved and not released by this Judgment: (1) violations of state
19 or federal antitrust laws; (2) violations of securities laws; (3) violations of state or federal tax
20 claims; (4) criminal liability; (5) violations of the Children's Online Privacy Protection Act; and (6)
21 the claims asserted in *People of the State of California v. Meta Platforms, Inc.*, N.D. Cal. Case No.
22 23-cv-05448, and associated cases.

23 59. Nothing in this Judgment shall be construed as excusing or exempting META from
24 complying with any state or federal law, rule, or regulation, nor shall any of the provisions of this
25 Judgment be deemed to authorize or require META to engage in any acts or practices prohibited by
26 any law, rule, or regulation.

1 **VI. MEET AND CONFER**

2 60. The Parties agree that the steps required to implement the requirements of this
3 Judgment involve a high degree of technical complexity and the coordination of multiple systems
4 and business teams within META. If the California Attorney General reasonably believes META
5 has failed to comply with any of this Judgment, and if the failure to comply does not threaten the
6 health or safety of the citizens of the State of California and/or does not create an emergency
7 requiring immediate action, the California Attorney General will notify META in writing of such
8 failure to comply and META shall have thirty (30) calendar days from receipt of such written notice
9 to provide a good faith written response, including either a statement that META believes it is in
10 full compliance, or otherwise a statement explaining how the violation occurred, how it has been
11 addressed or when it will be addressed, and what META will do to make sure the violation does not
12 happen again. The California Attorney General may agree to provide META more than thirty (30)
13 calendar days to respond.

14 61. The California Attorney General may assert that META has violated the Judgment in a
15 separate civil action to enforce this Judgment, or seek any other relief afforded by law for such
16 violation(s), but only after providing META with the opportunity to respond, subject to the
17 conditions stated in Paragraph 60.

18 **VII. DURATION AND TIMELINE FOR IMPLEMENTATION**

19 62. The Parties agree that Paragraphs 22–49 and 51–54 of this Judgment will terminate
20 three (3) years after the EFFECTIVE DATE.

21 63. The Parties agree that META shall implement the steps set forth in Section III within
22 180 calendar days of the EFFECTIVE DATE unless otherwise specified.

23 **VIII. ADDITIONAL GENERAL PROVISIONS**

24 64. This Court retains jurisdiction of this matter for purposes of construction, modification,
25 and enforcement of this Judgment.

26 65. META shall deliver a copy of this Judgment to, or otherwise fully apprise, each of its
27 current officers of the rank of vice president or above in the division(s) responsible for oversight of
28 the FACEBOOK PLATFORM, the executive management officer(s) having decision-making

1 authority with respect to the subject matter of this Judgment, and each member of its Board of
2 Directors within ninety (90) calendar days of the EFFECTIVE DATE.

3 66. META shall not participate in any activity or form a separate entity or corporation for
4 the purpose of engaging in acts or practices in whole or in part that are prohibited by this Judgment
5 or for any other purpose that would otherwise circumvent any term of this Judgment. META shall
6 not cause, permit, or encourage any other persons or entities acting on its behalf to engage in
7 practices prohibited by this Judgment.

8 67. This Judgment shall not be construed or used as a waiver or any limitation of any
9 defenses otherwise available to META in any pending or future actions of any nature, including but
10 not limited to actions of a private, administrative, individual, class, or any other nature and
11 including claims or suits relating to the existence, subject matter, or terms of this Judgment. Per
12 Paragraph 1, META agrees the Court has jurisdiction over the allegations and subject matter of the
13 PEOPLE'S Complaint filed in this action, and the parties to this action, including for the purpose of
14 enforcing of this Judgment; venue is proper in this County; and this Court has jurisdiction to enter
15 this Judgment.

16 68. This Judgment may be enforced only by the Parties hereto. Nothing in this Judgment
17 shall provide any rights to or permit any person or entity not a party hereto, including any state or
18 attorney general not a party hereto, to enforce any provision of this Judgment. No person or entity
19 not a signatory hereto is a third-party beneficiary of this Judgment. Nothing in this Judgment shall
20 be construed to create, affect, limit, alter, or assist any private right of action, including without
21 limitation any private right of action that a consumer or other third-party may hold against META.

22 69. No modification of the terms of this Judgment shall be valid or binding unless made
23 in writing, signed by the Parties, and approved by any court in which the Judgment is filed, and then
24 only to the extent specifically set forth in such a court's order. The Parties may agree in writing,
25 through counsel, to an extension of any time period in this Judgment without a court order.

26 70. Notices and reports under this Judgment shall be provided by email and regular mail as
27 follows:
28

Micah C.E. Osgood
Deputy Attorney General
Consumer Law Section—Privacy Unit
California Department of Justice
455 Golden Gate Ave., Suite 11000
San Francisco, California 94102-7004
Email: mike.osgood@doj.ca.gov

Meta Platforms, Inc.
ATTN: Legal Department
1 Hacker Way
Menlo Park, CA 94025

Benjamin A. Powell
Partner
Wilmer Cutler Pickering Hale and Dorr LLP
2100 Pennsylvania Avenue NW
Washington, D.C. 20037
Email: benjamin.powell@wilmerhale.com

72. The clerk is directed to enter this Judgment forthwith.

Judge of the Superior Court
Visiting Judge John M. True

DECLARATION OF SERVICE BY E-MAIL

Case Name: People v. Meta Platforms, Inc.
Case Number: CGC-25-631678
Party Represented: People of the State of California

Declaration of Electronic Service

1. I am at least 18 years of age and not a party to this matter.
2. I am employed in the Office of the Attorney General of the State of California. My business address is 455 Golden Gate Avenue, Suite 11000, San Francisco, CA 94102-7004, County of San Francisco.
3. My electronic service address is Mike.Osgood@doj.ca.gov.
4. On March 3, 2026, I electronically served the following document[s]:

NOTICE OF ENTRY OF JUDGMENT

5. I electronically served the aforementioned document[s] by emailing them to the following individual[s]:

Benjamin A. Powell
Ariel E. Dobkin
Wilmer, Cutler, Pickering, Hale & Dorr
Attorneys for Meta Platforms, Inc.

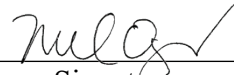
Email Addresses:

benjamin.powell@wilmerhale.com
ariel.dobkin@wilmerhale.com

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on March 4, 2026.

Micah C. E. Osgood

Declarant


Signature