

EXHIBIT 1

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 16 *of California*

17 IN THE UNITED STATES DISTRICT COURT
 18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19
 20 **THE PEOPLE OF THE STATE OF**
 21 **CALIFORNIA,**

22 Plaintiff,

23 v.

24 **TILTING POINT MEDIA LLC,**

25 Defendant.

Case No. 2:24-cv-05140

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

1 Plaintiff, the People of the State of California (“the People”), appearing
2 through its attorney, Rob Bonta, Attorney General of the State of California, by
3 Deputy Attorney General Amos E. Hartston and Supervising Deputy Attorney
4 General Stacey D. Schesser, and through its attorney, Hydee Feldstein Soto, Los
5 Angeles City Attorney, by Deputy City Attorney Alexandra Aurisch and
6 Supervising Deputy City Attorney William Pletcher, and Defendant Tilting Point
7 Media LLC, appearing through its attorney, Daniel Goldberg of Frankfurt Kurnit
8 Klein & Selz PC, having stipulated to the entry of this Final Judgment and
9 Permanent Injunction (“Judgment”) by the Court without the taking of proof and
10 without trial or adjudication of any fact or law, without this Judgment constituting
11 evidence of or an admission by DEFENDANT regarding any issue of law or fact
12 alleged in the Complaint on file, and without DEFENDANT admitting any liability,
13 and with all parties having waived their right to appeal, and the Court having
14 considered the matter and good cause appearing:

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

16 **I. PARTIES AND JURISDICTION**

17 1. This Court has jurisdiction over the allegations and subject matter of
18 the People’s Complaint filed in this action under 28 U.S.C. § 1331, and the parties
19 to this action; venue is proper in this judicial district under 18 U.S.C. § 1391(b)(2);
20 and this Court has jurisdiction to enter this Judgment. This Judgment is entered
21 pursuant to the Children’s Online Privacy Protection Act, 15 U.S.C. section 6501 *et*
22 *seq.* (“COPPA”), the California Consumer Privacy Act of 2018, Cal. Civil Code
23 section 1798.100 *et seq.*, as amended (“CCPA”), and the Unfair Competition Law,
24 Cal. Business and Professions Code section 17200 *et seq.* (“UCL”).

25 **II. DEFINITIONS**

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

27 2. CHILD or CHILDREN means an individual or individuals under the
28 age of 13.

1 3. CLEAR AND CONSPICUOUS means difficult to miss (i.e., is easily
2 noticeable) and is easily understandable by ordinary CONSUMERS.

3 4. COLLECTS or COLLECTION means the gathering of any
4 PERSONAL INFORMATION from a CONSUMER by any means, including,
5 without limitation, (a) requesting, prompting, or encouraging a CONSUMER to
6 submit PERSONAL INFORMATION online; (b) enabling a CONSUMER to make
7 PERSONAL INFORMATION publicly available in identifiable form; (c) passive
8 tracking of a CONSUMER online, or (d) buying, renting, gathering, obtaining,
9 receiving, or accessing any PERSONAL INFORMATION pertaining to a
10 CONSUMER by any means, either actively or passively, or by observing the
11 CONSUMER’s behavior.

12 5. CONSUMER means a natural person who is a California resident.

13 6. DEFENDANT means Tilting Point Media LLC, a Delaware limited
14 liability company and its successors and assigns.

15 7. DIRECTED TO CHILDREN has the same meaning as “Web site or
16 online service directed to children” as provided in 16 C.F.R section 312.2.

17 8. DIRECT NOTICE means making a reasonable effort, taking into
18 account available technology, to ensure that a PARENT receives direct notice of
19 DEFENDANT’s practices with regard to the COLLECTION, use, or disclosure of
20 PERSONAL INFORMATION COLLECTED from a CHILD, including notice of
21 any material change in the COLLECTION, use or disclosure practices to which the
22 PARENT has previously consented, as provided in 16 C.F.R. section 312.4.

23 9. EFFECTIVE DATE means the date that DEFENDANT is served with
24 notice that the Judgment has been entered.

25 10. MIXED AUDIENCE means a website or online service, including an
26 app, that is DIRECTED TO CHILDREN, but that does not target CHILDREN as
27 its primary audience. MIXED AUDIENCE is a subset of DIRECTED TO
28 CHILDREN.

1 11. PARENT includes a legal guardian.

2 12. PERSONAL INFORMATION means information that identifies,
3 relates to, describes, is reasonably capable of being associated with, or could
4 reasonably be linked, directly or indirectly, with a particular CONSUMER or
5 household. PERSONAL INFORMATION includes, but is not limited to, the items
6 listed in the definitions of “personal information” found in 16 C.F.R section 312.2
7 and in Civil Code section 1798.140, subdivision (v). PERSONAL INFORMATION
8 includes, without limitation, “persistent identifier” as described in 16 C.F.R section
9 312.2, and “unique identifier” or “unique personal identifier” as set forth in Civil
10 Code section 1798.140, subdivision (aj).

11 13. SALE or SELL has the same meaning as provided in Civil Code
12 section 1798.140, subdivision (ad).

13 14. SDKs or SOFTWARE DEVELOPMENT KITS means software
14 development tools (including, without limitation, application programming
15 interfaces (APIs)), individually or bundled together and offered by a third party,
16 that includes software code that a business can integrate into its mobile applications
17 to provide certain functionality, and that may COLLECT PERSONAL
18 INFORMATION and allow or facilitate disclosure of data to third parties.

19 15. SHARE has the same meaning as provided in Civil Code section
20 1798.140, subdivision (ah).

21 16. VERIFIABLE PARENTAL CONSENT means making a reasonable
22 effort, taking into consideration available technology, to ensure that before
23 PERSONAL INFORMATION is COLLECTED from a CHILD, a PARENT of that
24 CHILD: (a) Receives notice of DEFENDANT’s PERSONAL INFORMATION
25 COLLECTION, use, and disclosure practices; and (b) Authorizes any
26 COLLECTION, use, and/or disclosure of the PERSONAL INFORMATION, using
27 a method reasonably calculated, in light of available technology, to ensure that the
28 person providing consent is the CHILD’s PARENT.

1 **III. INJUNCTIVE PROVISIONS**

2 17. Nothing in this Judgment alters the requirements of state or federal law
3 to the extent they offer greater protection to CONSUMERS.

4 18. The injunctive provisions of this Judgment, entered pursuant to
5 15 U.S.C. section 6504, Cal. Business and Professions Code section 17203, and
6 Cal. Civil Code section 1798.199.90, shall apply to: (a) DEFENDANT, (b) its
7 directors and officers; (c) its affiliates and subsidiaries; (d) its employees, agents,
8 and independent contractors; and (e) its successors and the assigns of all or
9 substantially all of the assets of their businesses.

10 **COMPLIANCE WITH LAW—CCPA**

11 19. DEFENDANT shall comply with the following provisions of the
12 CCPA and its implementing regulations related to CONSUMERS under the age of
13 16: Civil Code sections 1798.120, subdivision (c), 1798.135, subdivision (c)(5), and
14 California Code Regulations title 11, sections 7011, subdivision (e)(1)(G) and
15 (e)(3)(I), 7070, 7071, and 7072. DEFENDANT shall also comply with updates and
16 modifications to these sections and implementing regulations.

17 20. DEFENDANT shall not SELL or SHARE the PERSONAL
18 INFORMATION of a CONSUMER, including through SDKs, if DEFENDANT
19 has actual knowledge that the CONSUMER is less than 16 years of age, except as
20 specified below. If a CONSUMER self-identifies as a CHILD or as at least 13 and
21 less than 16 years of age, or if DEFENDANT willfully disregards a CONSUMER's
22 age, DEFENDANT shall be deemed to have actual knowledge of the
23 CONSUMER's age.

- 24 a. In the case of a CONSUMER that DEFENDANT has actual
25 knowledge is at least 13 and less than 16 years of age, unless the
26 CONSUMER has affirmatively authorized the SALE or SHARING
27 of the CONSUMER's PERSONAL INFORMATION.
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1 b. In the case of a CONSUMER that DEFENDANT has actual
2 knowledge is a CHILD, unless the CHILD’s PARENT has
3 affirmatively authorized the SALE or SHARING of the CHILD’s
4 PERSONAL INFORMATION.

5 21. Where DEFENDANT SELLS and/or SHARES the PERSONAL
6 INFORMATION of CONSUMERS that it has actual knowledge are CHILDREN
7 or are at least 13 and less than 16 years of age, DEFENDANT shall provide a just-
8 in-time notice at the time of COLLECTION of such PERSONAL INFORMATION
9 that (i) provides CONSUMERS a brief message explaining what information will
10 be COLLECTED, the purpose, and if the information will be SOLD and/or
11 SHARED, (ii) links to the relevant portion of the privacy policy, and (iii) complies
12 with the following:

- 13 a. Specifically for CHILDREN, provides CLEAR AND
14 CONSPICUOUS notice that the PARENT’s “opt-in” affirmative
15 authorization is required before the SALE and/or SHARING of
16 PERSONAL INFORMATION of the CHILD; and
17 b. Specifically for CONSUMERS at least 13 and less than 16 years of
18 age, provides CLEAR AND CONSPICUOUS notice that such
19 CONSUMER’s “opt-in” affirmative authorization is required
20 before the SALE or SHARING of their PERSONAL
21 INFORMATION.

22 22. As set forth in California Code Regulations title 11, section 7011,
23 subdivision (e), DEFENDANT’s privacy policy shall include identification of the
24 categories of PERSONAL INFORMATION that DEFENDANT has COLLECTED
25 about CONSUMERS in the preceding 12 months; identification of the specific
26 business or commercial purpose for COLLECTING PERSONAL INFORMATION
27 from CONSUMERS; identification of the categories of PERSONAL
28 INFORMATION, if any, that DEFENDANT has SOLD or SHARED in the

1 preceding 12 months; identification of the categories of third parties to whom the
2 information was SOLD or SHARED; identification of the specific business or
3 commercial purpose for SELLING or SHARING PERSONAL INFORMATION;
4 and a statement regarding whether DEFENDANT has actual knowledge that it
5 SELLS or SHARES the PERSONAL INFORMATION of CONSUMERS under 16
6 years of age. DEFENDANT’s privacy policy shall also comply with Civil Code
7 sections 1798.100, 1798.115, and 1798.120, 1798.130, subdivision (a)(5),
8 California Code of Regulations title 11, sections 7011 and 7012, and Business and
9 Professions Code section 22575 (“CalOPPA”). Where DEFENDANT COLLECTS
10 the PERSONAL INFORMATION of CONSUMERS that it has actual knowledge
11 are either CHILDREN or at least 13 and less than 16 years of age, DEFENDANT’s
12 privacy policy shall specify its practices with respect to COLLECTION, use,
13 SELLING or SHARING of their PERSONAL INFORMATION.

14 23. Where DEFENDANT SELLS and/or SHARES the PERSONAL
15 INFORMATION of CONSUMERS through SDKs, DEFENDANT’s privacy policy
16 shall provide CLEAR AND CONSPICUOUS notice to CONSUMERS regarding
17 its use of SDKs, including, without limitation, identification of the categories of
18 SDKs, identification of the categories of PERSONAL INFORMATION SOLD or
19 SHARED through SDKs, and the business or commercial purpose for SELLING or
20 SHARING the PERSONAL INFORMATION.

21 **COMPLIANCE WITH LAW—COPPA**

22 24. For each of DEFENDANT’s websites and online services, including,
23 without limitation, each of its iOS and Android apps, that COLLECT PERSONAL
24 INFORMATION, DEFENDANT shall determine if the website or online service
25 meets the definition of DIRECTED TO CHILDREN considering each of the factors
26 set forth in paragraphs 1 and 2 of the definition of “Web site or online services
27 directed to children” in 16 C.F.R. section 312.2. As part of this determination,
28 DEFENDANT may consider the age of users of similar websites or services,

1 reviews by users or third parties, representations to consumers or third parties, and
2 marketing or promotional materials or plans. If based on pre-existing intellectual
3 property, DEFENDANT shall consider the typical age rating of such property.
4 DEFENDANT shall document its analysis in writing.

5 25. All apps and games featuring characters from SpongeBob SquarePants
6 shall be deemed DIRECTED TO CHILDREN for purposes of this Judgment. For
7 the avoidance of doubt, such apps and games could be deemed MIXED
8 AUDIENCE.

9 26. For any website or online service that is DIRECTED TO CHILDREN,
10 DEFENDANT shall be enjoined and restrained from violating the following
11 obligations relating to the Children’s Online Privacy Protection Act, 15 U.S.C.
12 section 6501 et seq:

- 13 a. Failing to make reasonable efforts, taking into account available
14 technology, to ensure that a PARENT receives DIRECT NOTICE
15 of DEFENDANT’s practices with regard to the COLLECTION,
16 use, or disclosure of PERSONAL INFORMATION from
17 CHILDREN, including notice of any material change in the
18 COLLECTION, use, or disclosure practices to which the PARENT
19 has previously consented, unless COPPA provides an exception;
- 20 b. Failing to post a CLEAR AND CONSPICUOUS link to its privacy
21 policy including its PERSONAL INFORMATION practices with
22 regard to CHILDREN on the home or landing page or screen of its
23 website or app, and at each area of the website or app where
24 PERSONAL INFORMATION is COLLECTED from CHILDREN,
25 unless COPPA provides an exception;
- 26 c. Failing to obtain VERIFIABLE PARENTAL CONSENT before
27 any COLLECTION, use, or disclosure of PERSONAL
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1 INFORMATION from CHILDREN, including consent to any
2 material change in the COLLECTION, use, or disclosure practices
3 to which the PARENT has previously consented, unless COPPA
4 provides an exception;

- 5 d. Conditioning a CHILD's participation in an activity, app, or
6 features in an app on the CHILD disclosing more PERSONAL
7 INFORMATION than is reasonably necessary to participate in the
8 app, unless COPPA provides an exception; and
9 e. Retaining PERSONAL INFORMATION COLLECTED online
10 from a CHILD for longer than reasonably necessary to fulfill the
11 purpose for which the PERSONAL INFORMATION was
12 COLLECTED, unless COPPA provides an exception.

13 27. For any website or online service that is DIRECTED TO CHILDREN,
14 DEFENDANT's privacy policy must comply with 16 C.F.R. section 312.4,
15 subdivision (d).

16 USE OF AGE SCREENS

17 28. Prior to using an age-screening mechanism for any of DEFENDANT's
18 websites and online services, including, without limitation, each of its iOS and
19 Android apps, that are DIRECTED TO CHILDREN and that COLLECT
20 PERSONAL INFORMATION, DEFENDANT shall determine if the website or
21 online service meets the definition of a MIXED AUDIENCE website or service. As
22 part of the determination of whether CHILDREN are the primary audience,
23 DEFENDANT may consider available information regarding who the intended
24 audience is, audience composition, the age of users of similar websites or services,
25 reviews by users or third parties, representations to consumers or third parties,
26 marketing or promotional materials or plans, and each of the factors set forth in
27 paragraphs 1 and 2 of the definition of "Web site or online services directed to
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1 children” in 16 C.F.R. section 312.2. If based on pre-existing intellectual property,
2 DEFENDANT shall consider the typical age rating of such property.
3 DEFENDANT shall document its analysis in writing.

4 29. If DEFENDANT uses an age screen in a MIXED AUDIENCE app,
5 DEFENDANT shall: (a) not COLLECT PERSONAL INFORMATION from any
6 CONSUMER prior to collecting age information, except as permitted by COPPA
7 and the CCPA; (b) design the age-screening mechanism in a neutral manner; (c) not
8 COLLECT, use, or disclose PERSONAL INFORMATION of CONSUMERS who
9 identify themselves as CHILDREN without first complying with the notice and
10 VERIFIABLE PARENTAL CONSENT requirements of COPPA, except as
11 permitted by COPPA; and (d) not SELL or SHARE PERSONAL INFORMATION
12 of CONSUMERS who identify themselves as less than 16 years of age without first
13 complying with the notice and affirmative authorization requirements of the CCPA.
14 DEFENDANT may direct CONSUMERS who indicate they are CHILDREN or at
15 least 13 and less than 16 years of age to a CHILD-specific version or portion of the
16 app that does not COLLECT, use, or disclose the CONSUMER’s PERSONAL
17 INFORMATION except as permitted by COPPA and the CCPA, and where there is
18 no behavioral advertising except where required “opt-in” consent has been
19 obtained.

20 30. Whenever DEFENDANT uses an age-screening mechanism for a
21 MIXED AUDIENCE app, DEFENDANT shall (1) ask age information in a neutral
22 manner that does not default to a set age of 16 or above or encourage users to
23 falsify age information; (2) not suggest that certain features will not be available for
24 users who identify as younger than 16 years old; and (3) provide CLEAR AND
25 CONSPICUOUS notice as part of the age screen that the age entered should be
26 accurate to the user (i.e. relating to the player, not the phone’s owner) and is
27 collected to ensure data use and advertising is appropriate for the user’s age.
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1 DEFENDANT shall at least annually conduct an assessment of each of the
2 requirements of using an age screen set forth in Paragraphs 28 through 30.

3 **DATA MINIMIZATION AND SDK COMPLIANCE**

4 31. For any website or online service that is DIRECTED TO CHILDREN
5 and COLLECTS PERSONAL INFORMATION, including, without limitation,
6 MIXED AUDIENCE apps, DEFENDANT is restrained and enjoined from
7 COLLECTING more PERSONAL INFORMATION than reasonably necessary for
8 a CHILD or for users at least 13 and less than 16 years of age to participate in any
9 activity or game. DEFENDANT may direct CONSUMERS who indicate they are
10 CHILDREN or at least 13 and less than 16 years of age to a CHILD-specific
11 version or portion of the app that minimizes COLLECTION, use, and disclosure the
12 CONSUMER's PERSONAL INFORMATION, and where there is no behavioral
13 advertising except where required "opt-in" consent has been obtained.

14 32. DEFENDANT shall take reasonable steps to ensure that its
15 installation, configuration, and use of SDKs within any apps DIRECTED TO
16 CHILDREN, including, without limitation, MIXED AUDIENCE apps, comply
17 with this Judgment.

18 33. DEFENDANT shall implement and maintain an SDK governance
19 framework to review the use of SDKs within its apps that are DIRECTED TO
20 CHILDREN, including, without limitation, MIXED AUDIENCE apps, and that
21 COLLECT PERSONAL INFORMATION from CONSUMERS, including, at a
22 minimum:

- 23 a. Identification of each app DIRECTED TO CHILDREN that
24 COLLECTS PERSONAL INFORMATION;
25 b. For each app, identification of each SDK within the app and, for
26 each SDK, the name of the third party SDK provider;
27 c. The purpose(s) for which DEFENDANT uses each SDK;
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- 1 d. Evaluation of the configuration settings or controls for each SDK,
2 including default settings, with respect to COLLECTION, use, or
3 disclosure of PERSONAL INFORMATION;
- 4 e. For any SDK that involves COLLECTION of PERSONAL
5 INFORMATION of CONSUMERS under 16, review and
6 evaluation of the contract(s) governing the SDK with respect to
7 COLLECTION, use, and disclosure of PERSONAL
8 INFORMATION and specifically restrictions on data use; and
- 9 f. For any SDK that involves SALES or SHARES of PERSONAL
10 INFORMATION of CONSUMERS under 16, confirming and
11 documenting the measures DEFENDANT is taking to ensure such
12 SALES or SHARES comply with this Judgment.

13 34. DEFENDANT shall at least annually conduct an assessment of its data
14 minimization efforts and its SDK governance framework. This may include
15 ensuring appropriate testing of data flows, for example that data flows appropriately
16 change based on the CONSUMER's age and CHILD-versions are working as
17 intended. DEFENDANT shall also at least annually conduct adequate training of
18 relevant employees, agents, and independent contractors regarding data
19 minimization and configuration and use of SDKs.

20 **ADVERTISING TO MINORS**

21 35. DEFENDANT will use commercially reasonable measures through
22 cooperation with its ad partners to ensure that any advertisement displayed within
23 any of its websites or online services, including its iOS and Android apps, that are
24 DIRECTED TO CHILDREN, including MIXED AUDIENCE websites or online
25 services (except in connection with a MIXED AUDIENCE website or online
26 service where DEFENDANT uses a neutral age screen in compliance with this
27 Judgment and such advertisements are displayed within a version or portion of the
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- 1 app specifically designed for users who self-identify as 13 years of age or older):
- 2 a. Is identified to CONSUMERS as being an advertisement and not
- 3 part of the gameplay;
- 4 b. Includes a prominent “X” or “Close” button that allows
- 5 CONSUMERS to promptly close the advertisement without further
- 6 action beyond one click;
- 7 c. Does not manipulate or deceive CONSUMERS into engaging with
- 8 the advertisement, downloading or installing unnecessary apps,
- 9 making unintended purchases, or providing unnecessary
- 10 PERSONAL INFORMATION;
- 11 d. Does not advertise activities in which CHILDREN cannot legally
- 12 engage or products they cannot legally possess (e.g., gambling,
- 13 alcohol, tobacco, or other drugs).

14 36. DEFENDANT will use commercially reasonable measures through

15 cooperation with its ad partners to comply with Business & Professions Code

16 section 22580 where DEFENDANT has actual knowledge that CONSUMERS are

17 under the age of 18.

18 **COMPLIANCE PROGRAM; ASSESSMENT AND REPORTING**

19 **REQUIREMENTS**

20 37. Within 180 days of the EFFECTIVE DATE, and for a period of three

21 years from the EFFECTIVE DATE, DEFENDANT shall implement and maintain a

22 program to assess and monitor its websites and online services, including its iOS

23 and Android apps, that are DIRECTED TO CHILDREN and that COLLECT

24 PERSONAL INFORMATION for their compliance with this Judgment.

25 DEFENDANT shall document and share the results of this review and assessment

26 with the People in an annual report that includes, at minimum, the following:

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- a. The assessment of its data minimization efforts and SDK governance framework as set out in Paragraph 34;
- b. Evaluation of its privacy policies and just-in-time notices related to CONSUMERS under 16 years of age for compliance with Paragraphs 21-23 and 27;
- c. Evaluation of whether its apps meet the definition of DIRECTED TO CHILDREN or MIXED AUDIENCE as set out in Paragraphs 24 and 28;
- d. The assessment of its age screens as set out in Paragraphs 29 and 30;
- e. Evaluation of its advertising to CHILDREN and users at least 13 and less than 16 years of age for compliance with Paragraphs 35 and 36; and
- f. Evaluation of its providing DIRECT NOTICE, a CLEAR AND CONSPICUOUS link to its privacy policy, and VERIFIABLE PARENTAL CONSENT, if applicable, for compliance with Paragraph 26, subsections (a), (b), and (c).

38. This review may be satisfied by a review conducted by a third party assessor or COPPA safe harbor program. If part or all of this review will be conducted by a third party assessor or COPPA safe harbor program, DEFENDANT shall notify the People of the third party or COPPA safe harbor program to be used for this purpose, and DEFENDANT’s CEO shall review the report provided by the third party or COPPA safe harbor program and certify that the report does not contain any material misstatements or omissions.

39. All reports, reviews, and sharing of information pursuant to this Judgment shall be treated as confidential and as exempt from disclosure under the

1 relevant public records laws, including Cal. Government Code section 7920.000 et
2 seq.

3 **IV. MONETARY PROVISIONS**

4 40. DEFENDANT shall pay the amount of \$500,000. Of this amount,
5 \$250,000 shall be paid to the California Attorney General pursuant to section 17206
6 of the California Business and Professions Code, and \$250,000 shall be paid to the
7 Los Angeles City Attorney pursuant to section 17206 of the California Business
8 and Professions Code. These payments shall be made by wire transfer pursuant to
9 instructions provided by the People to DEFENDANT in accordance with the
10 following timeline: the first third of the amounts due no later than six months from
11 the EFFECTIVE DATE, the second third of the amounts due no later than two
12 years from the EFFECTIVE DATE, and the remaining balance due no later than
13 three years from the EFFECTIVE DATE.

14 41. In addition, DEFENDANT shall pay \$10,079.66 to the Los Angeles
15 City Attorney's Office as cost recovery by wire transfer no later than thirty days
16 after the EFFECTIVE DATE, pursuant to instructions provided by the Los Angeles
17 City Attorney's Office.

18 42. Except as otherwise expressly provided herein, each party shall bear its
19 own attorneys' fees and costs.

20 **V. RELEASE**

21 43. By entry of this Judgment, DEFENDANT, and its directors, officers,
22 affiliates, subsidiaries, employees, agents, independent contractors, and its
23 successors and the assigns of all or substantially all of the assets of their business
24 are released and discharged from and against any and all civil claims or rights
25 related to minor's privacy, advertising to minors, and/or DEFENDANT's privacy
26 policy that were asserted, or that could have been asserted, in the Complaint under
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1 COPPA, the CCPA, CalOPPA, Business & Professions Code section 22580, or the
2 UCL.

3 **VI. ADDITIONAL GENERAL PROVISIONS**

4 44. This Court retains jurisdiction of this matter for purposes of
5 construction, modification, and enforcement of this Judgment.

6 45. Nothing in this Judgment shall be construed as relieving
7 DEFENDANT of its obligations to comply with all state and federal laws,
8 regulations, or rules, or as granting permission to engage in any acts or practices
9 prohibited by such law, regulation, or rule.

10 46. DEFENDANT shall use reasonable efforts to notify its officers,
11 directors, employees, agents, and contractors responsible for carrying out and
12 effecting the terms of this Judgment and the requirements therein.

13 47. Notices and reports under this Judgment shall be served by email and
14 regular mail as follows:

15 To the People:

16 Amos Hartston
17 California Attorney General's Office
18 300 South Spring Street, Suite 1702
19 Los Angeles, California 90013
20 Email: Amos.Hartston@doj.ca.gov

21 William Pletcher
22 Alexandra Aurisch
23 Office of the Los Angeles City Attorney
24 Public Rights Branch
25 201 North Figueroa, Suite 1300
26 Los Angeles, California 90012
27 Email: William.Pletcher@lacity.org; Alexandra.Aurisch@lacity.org
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To Tilting Point Media LLC:

Daniel Goldberg
Frankfurt Kurnit Klein & Selz PC
2029 Century Park East, Suite 2500N
Los Angeles, California 90067
Email: dgoldberg@fkks.com

48. This Judgment shall take effect immediately upon entry thereof.

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

ORDERED AND ADJUDGED at Los Angeles, California, this ____ day of June, 2024.

United States District Court
Judge