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**FILED**  
Superior Court of California  
County of Los Angeles  
**08/14/2020**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     A. Williams                     Deputy

9 Attorneys for Defendants TWC PRODUCT AND  
TECHNOLOGY, LLC and INTERNATIONAL  
10 BUSINESS MACHINES CORPORATION

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 THE PEOPLE OF THE STATE OF  
CALIFORNIA,

14 Plaintiff,

15 vs.

16 TWC PRODUCT AND TECHNOLOGY, LLC,  
a Delaware corporation; INTERNATIONAL  
17 BUSINESS MACHINES CORPORATION, a  
New York corporation; and DOES 2-50,  
18 inclusive,

19 Defendants.

Case No.: 19STCV00605

**JOINT STIPULATION AND [~~PROPOSED~~]  
ORDER REGARDING SETTLEMENT  
AND DISMISSAL OF THE CASE WITH  
PREJUDICE**

Assigned for All Purposes to  
The Hon. Mark V. Mooney  
Dept. 68

Action Filed: January 3, 2019  
Trial Date: May 17, 2021



1 WHEREAS, Defendants maintain that, at all relevant times, their disclosures to App users  
2 were transparent and fully complied with all applicable laws, including CalOPPA, the California  
3 Consumer Privacy Act (Cal. Civ. Code §§ 1798, *et seq.*) (“CCPA”), and, to the extent it could be  
4 argued to apply, the UCL, and, accordingly, Defendants deny liability or fault of any kind;

5 WHEREAS, Defendants maintain that they routinely evaluate their disclosures to App users  
6 in light of evolving technologies, practices, laws, and regulations;

7 WHEREAS, the People have requested that Defendants make certain changes to the App’s  
8 existing disclosures contained in the App’s “just-in-time” notices to highlight and clarify certain of  
9 Defendants’ practices relating to location data collected through the App, including certain practices  
10 that Defendants maintain previously were, and currently are, disclosed in the App’s online privacy  
11 policy;

12 WHEREAS, Defendants maintain that, although the requested changes are not required  
13 under existing law, the requested changes are not inconsistent with existing law;

14 ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED THAT:

15 1. The People release any and all claims against Defendants relating to the conduct  
16 alleged in the Complaint, including any claims that Defendants’ disclosures to App users regarding  
17 Defendants’ alleged use and sharing of location data collected through the App failed to comply  
18 with the UCL or any other applicable laws.

19 2. Defendants release any and all claims against the People related to the above-  
20 captioned action.

21 3. This case shall be dismissed with prejudice upon entry of this Stipulation.

22 4. Defendants will revise the App’s existing “Blue Screen” disclosure to reflect the  
23 language in Exhibit A.<sup>1</sup>

24 5. Defendants will revise the App’s existing “Learn More” page to reflect the language  
25 in Exhibit B (collectively with the revisions reflected in Exhibit A, the “Revisions”).<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>1</sup> The Blue Screen is a prompt screen shown to users after they download the App, or when they update to the latest  
version of the App.

28 <sup>2</sup> The Learn More page is a page displayed to a user of the App when they click the “Learn More” hyperlink in the

1           6.       Defendants will make good faith efforts to implement the Revisions as soon as  
2 feasible, and in no event later than October 15, 2020.

3           7.       The parties agree that, as of the date of this Stipulation, the Blue Screens and Learn  
4 More page are subject to the CCPA.

5           8.       The parties agree that, as of the date of this Stipulation, the Blue Screens and Learn  
6 More page, as modified by the Revisions, comply with the CCPA.

7           9.       The parties recognize that Defendants may, in the near future, need to change their  
8 disclosures—including the Revisions—in light of, *inter alia*, changes to: (a) applicable disclosure  
9 laws (*i.e.*, CCPA) and regulations; (b) changes to the operating systems’ (*i.e.*, Android’s and  
10 Apple’s) terms of service, functions, and disclosures; and/or (c) Defendants’ practices.

11          10.       Defendants agree to give reasonable notice to the People (through the City Attorney)  
12 in advance of any future changes to the Revisions. In the event the People determine, in good faith,  
13 that Defendants’ proposed change violates the UCL, and Defendants are not willing to modify the  
14 proposed change in a manner that is mutually acceptable to all parties, the People may move this  
15 Court for appropriate relief. Nothing in this Stipulation shall prevent Defendants from making  
16 changes to the Revisions notwithstanding the People’s stated objection to such changes, or to the  
17 People’s filing of a motion regarding the changes.

18          11.       None of the terms of this Stipulation shall prevent Defendants from making changes  
19 to their disclosures to App users that do not materially change or omit the Revisions.

20          12.       Any obligations under this agreement will expire two (2) years from the date of this  
21 Stipulation (the “Settlement Period”). The parties recognize that future changes to: (a) applicable  
22 disclosure laws (*i.e.*, CCPA) and regulations; (b) changes to the operating systems’ (*i.e.*, Android’s  
23 and Apple’s) terms of service, functions, and disclosures; and/or (c) Defendants’ practices, may  
24 render certain terms herein impractical or unnecessary before the Settlement Period  
25 expires. Accordingly, the parties (either jointly or individually) may seek relief from the Court to  
26 shorten the Settlement Period in light of any such changes.

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1           13.     The Court shall retain jurisdiction over the parties during the Settlement Period  
2 pursuant to Cal. Civ. Proc. Code § 664.6 solely for the purpose of enforcing the terms of this  
3 Stipulation.

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