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7 Attorneys for Plaintiff THE PEOPLE OF THE
8 STATE OF CALIFORNIA

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through DAWYN R.
12 HARRISON, County Counsel for the County
of Los Angeles,

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14 Plaintiff,

15 v.

16 PEACOCK TV LLC, a limited liability
company, a subsidiary of NBCUNIVERSAL
17 MEDIA LLC

18 Defendant.
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CASE NO.

**STIPULATION FOR ENTRY OF
JUDGMENT**

(Unlimited Action)

1 Plaintiff People of the State of California, by and through Dawyn R. Harrison, County
2 Counsel for the County of Los Angeles (the "People" or the "Plaintiff") and Defendant
3 PEACOCK TV LLC, a limited liability company, a subsidiary of NBCUniversal MEDIA LLC
4 ("Defendant"), represented by Michael Bleicher of ZwillGen PLLC agree and stipulate as follows:

- 5 1. This Court has jurisdiction over the subject matter hereof and the parties to this
6 Stipulation for Entry of Judgment ("Stipulation").
- 7 2. The [Proposed] Judgment and Injunction ("Judgment"), a true and correct copy of
8 which is attached hereto as Exhibit 1, may be entered by any judge of the Los Angeles
9 Superior Court.
- 10 3. The Parties hereby waive their right to move for a new trial or otherwise seek to set
11 aside the Judgment through any collateral attack, and further waive their right to appeal
12 from the Judgment, except the Parties agree that this Court shall retain jurisdiction for
13 the purpose specified in paragraph 12 of the Judgment.
- 14 4. The Parties jointly represent that they have worked cooperatively to come to any
15 agreement as set forth in the Judgment.
- 16 5. The Parties have stipulated and consented to the entry of the Judgment without the
17 taking of proof and without trial or adjudication of any fact or law herein, without the
18 Judgment constituting evidence or any admission by the Defendant regarding any
19 issues of law or fact alleged in the complaint on file herein, and without the Defendant
20 admitting any liability regarding allegations of violations that occurred prior to the
21 entry of the Judgment.
- 22 6. This Stipulation may be executed in counterparts (including electronic copies), each of
23 which so executed will be deemed to be an original and will together constitute one and
24 the same Stipulation.
- 25 7. This Stipulation shall be effective on the day that all signatures are obtained on this
26 Stipulation.
- 27 8. The Defendant will accept service of any Notice of Entry of Judgment or Order entered
28 in this action by delivery of such notice by electronic mail to its counsel of record, and

1 agrees that service of the Notice of Entry of Judgment or Order will be deemed
2 personal service upon it for all purposes.

3 9. If any ambiguity arises regarding any provision of this Stipulated Judgment that
4 requires interpretation, there is no presumption that documents should be interpreted
5 against any party. The presumption in Civil Code Section 1654 is not applicable.

6 10. The Parties understand that they are not required to enter into this Stipulation, declare
7 and represent that they have carefully read the foregoing Stipulation and know the
8 contents thereof, and sign the same as their own free act. The Parties further
9 acknowledge that they have been represented by an attorney of their own choice
10 throughout the pendency of this Action and have been given an opportunity to consult
11 an attorney regarding the contents of this Stipulation and understand the contents of
12 this Stipulation.

13 DATED: July 15, 2025

Respectfully submitted,

14
15 DAWYN R. HARRISON
County Counsel

16
17 By


18 HANNAH FLORES
Deputy County Counsel

19
20 Attorneys for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA

21
22 DATED: June 4, 2025

ZwillGen PLLC

23
24 By


25 MICHAEL BLEICHER

26
27 Attorney for Defendant
PEACOCK TV, LLC

EXHIBIT 1

1 DAWYN R. HARRISON, County Counsel
SCOTT KUHN, Assistant County Counsel
2 ANDREA ROSS, Principal Deputy Counsel
3 STEVEN DE SALVO, Senior Deputy County Counsel
IDA ANBARIAN, Deputy County Counsel
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8 Attorneys for Plaintiff THE PEOPLE OF THE
STATE OF CALIFORNIA

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through
13 DAWYN R. HARRISON, County Counsel for
the County of Los Angeles,

14 Plaintiff,

15 v.
16

17 PEACOCK TV LLC, a limited liability
company, a subsidiary of NBCUNIVERSAL
18 MEDIA LLC

19 Defendant.
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CASE NO.

**[PROPOSED] JUDGMENT AND
INJUNCTION**

(Unlimited Action)

1 Plaintiff People of the State of California, by and through Dawyn R. Harrison,
2 County Counsel for the County of Los Angeles (the People or Plaintiff) and Defendant
3 PEACOCK TV LLC, a limited liability company, a subsidiary of NBC Universal MEDIA LLC
4 (Defendant), appearing through its attorney, Michael Bleicher, having stipulated to the entry of
5 this Judgment and Injunction (Judgment) by the Court without the taking of proof and without
6 trial or adjudication of any fact or law, without this Judgment constituting evidence or admission
7 by Defendant regarding any issue of law or facts alleged in the Complaint on file, and without
8 Defendant admitting or denying any liability, and with all parties having waived their right to
9 appeal, and the Court having considered the matter and good cause appearing.

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

11 **I. JURISDICTION**

12 1. This action is brought under the laws of the State of California. This Court has
13 jurisdiction over the allegations and subject matter of the People's Complaint in this action and
14 the parties to this action; venue is proper in this judicial district; and this Court has jurisdiction to
15 enter this Judgment.

16 2. The Los Angeles County Counsel has standing to bring this action in the name of the
17 People of the State of California.

18 **II. DEFINITIONS**

19 3. The following terms in this Judgment shall have these meanings:

20 a. "CALIFORNIA CONSUMER" means any person who sought, acquired, or
21 purchased any goods or services from Defendant and who had a billing address
22 located in the State of California.

23 b. "CLASS ACTION CONSUMER" means any person who sought, acquired, or
24 purchased any goods or services directly from Defendant and who had a billing or
25 delivery address located in the State of California during the period from
26 September 15, 2019, to and through February 27, 2024.

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- 1 c. "AUTOMATIC RENEWAL" means a plan or arrangement of a contract in which a
2 paid subscription or purchasing agreement is automatically renewed at the end of a
3 definite term for a subsequent term.
- 4 d. "CONTINUOUS SERVICE" means a plan or arrangement in which a subscription or
5 purchasing agreement continues until the consumer cancels the service.
- 6 e. "CLEAR AND CONSPICUOUS" means in larger type than the surrounding text, or
7 in contrasting type, font, or color to the surrounding text of the same size or set off
8 from the surrounding text of the same size by symbols or other marks, in a manner
9 that clearly calls attention to the language. In the case of an audio disclosure, it means
10 in a volume and cadence sufficient to be readily audible and understandable.
- 11 f. "AUTOMATIC RENEWAL OFFER TERMS" means the following CLEAR AND
12 CONSPICUOUS disclosures:
- 13 i. A statement that the subscription or purchasing agreement will continue until
14 the CALIFORNIA CONSUMER cancels;
- 15 ii. A description of the cancellation policy that applies to the offer and how to
16 cancel;
- 17 iii. The recurring charges that will be charged to the CALIFORNIA CONSUMER
18 as part of the AUTOMATIC RENEWAL or CONTINUOUS SERVICE; and
19 that the amount of the charge may change, if applicable, and the amount to
20 which the charge will change, if known;
- 21 iv. The length of the AUTOMATIC RENEWAL term or that the service is
22 continuous, unless the length of the term is chosen by the CALIFORNIA
23 CONSUMER; and
- 24 v. The minimum purchase obligation, if any.

25 **III. ALLEGATIONS**

26 4. The People's Complaint alleges that Defendant violated California Business and
27 Professions Code (Bus. & Prof. Code) Section 17200 et seq. by its alleged failure to comply with
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Bus. & Prof. Code Section 17600 in their AUTOMATIC RENEWAL or CONTINUOUS SERVICE contracts in California.

IV. APPLICABILITY

5. The provisions of this Judgment are applicable to Defendant and its officers, employees, directors, agents, representatives, successors subsidiaries, and assigns acting within the course and scope of their agency or employment and in concert with Defendant, with actual or constructive notice of this Judgment.

V. INJUNCTIVE RELIEF

6. Pursuant to the California Unfair Competition Law, Bus. & Prof. Code Sections 17200 et. seq. Defendant is enjoined and restrained from making AUTOMATIC RENEWAL or CONTINUOUS SERVICE contracts in California without complying with Bus. & Prof. Code Sections 17600, 17601, 17602, and 17603, including, but not limited to, in the manner set forth below; however, if Bus. & Prof. Code Sections 17600, 17601, 17602, and 17603 are amended, repealed, or otherwise revised, Defendant's obligations will be limited to those required by the then-current law.

Automatic Renewal: Disclosure

- a. Failing to present the AUTOMATIC RENEWAL OFFER TERMS before the subscription or purchase agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity to the request for consent to the offer. If the offer includes a free gift, the offer shall include a CLEAR AND CONSPICUOUS explanation of any conditions a CALIFORNIA CONSUMER must satisfy to receive that gift. If the offer also includes a trial, the offer shall include a CLEAR AND CONSPICUOUS explanation of the price that will be charged after the trial ends, or the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial.

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1 **Automatic Renewal: Affirmative Consent**

- 2 b. Charging a CALIFORNIA CONSUMER's credit or debit card or account with a third
3 party for an AUTOMATIC RENEWAL or CONTINUOUS SERVICE without first
4 obtaining the CALIFORNIA CONSUMER's affirmative consent to the agreement
5 containing the AUTOMATIC RENEWAL OFFER TERMS, including the terms of
6 an AUTOMATIC RENEWAL SERVICE offer or CONTINUOUS SERVICE offer
7 that is made at a promotional or discount price for a limited period of time. For online
8 and written orders, this consent shall include the following:
- 9 i. The AUTOMATIC RENEWAL OFFER TERMS shall be disclosed in visual
10 proximity to the consent mechanism referred to in paragraph 6(b). This
11 disclosure shall be CLEAR AND CONSPICUOUS.

12 **Automatic Renewal: Acknowledgment**

- 13 c. Failing to provide an acknowledgment of the transaction that includes the
14 AUTOMATIC RENEWAL OFFER TERMS, cancellation policy, and information
15 regarding how to cancel in a manner that is capable of being retained by the
16 CALIFORNIA CONSUMER. If the AUTOMATIC RENEWAL or CONTINUOUS
17 SERVICE offer includes a free gift or trial, Defendant shall also disclose in the
18 acknowledgment how to cancel and allow the CALIFORNIA CONSUMER to cancel
19 the AUTOMATIC RENEWAL or CONTINUOUS SERVICE before the
20 CALIFORNIA CONSUMER pays for the goods or services.

21 **Automatic Renewal: Notice After Subscription**

- 22 d. Failing to provide a notice as required under paragraph 6(e) to a CALIFORNIA
23 CONSUMER that CLEARLY AND CONSPICUOUSLY states all the following:
- 24 i. That the AUTOMATIC RENEWAL or CONTINUOUS SERVICE will
25 automatically renew unless the CALIFORNIA CONSUMER cancels.
- 26 ii. The length and any additional terms of the renewal period.

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- 1 iii. One or more methods by which a CALIFORNIA CONSUMER can cancel the
2 AUTOMATIC RENEWAL or CONTINUOUS SERVICE.
- 3 iv. If the notice is sent electronically, the notice shall include either a link that
4 directs the CALIFORNIA CONSUMER to the cancellation process, or another
5 reasonably accessible electronic method that directs the CALIFORNIA
6 CONSUMER to the cancellation process if no link exists.
- 7 v. Contact information for the business.
- 8 e. Failing to provide the notice stated in paragraph 6(d) as required:
- 9 i. If the California Consumer accepted a free gift or trial, lasting for more than
10 thirty-one (31) days, that was included in an AUTOMATIC RENEWAL offer
11 or CONTINUOUS SERVICE offer or he accepted the aforementioned offers at
12 a promotional or discounted price, and the applicability of that price was more
13 than thirty-one (31) days, the notice shall be provided at least three (3) days
14 before and at most twenty-one (21) days before the expiration of the
15 predetermined period of time for which the free gift or trial, or promotional or
16 discounted price, applies. An offer shall be exempted from the requirements
17 under this paragraph if the CALIFORNIA CONSUMER does not enter into the
18 contract electronically and Defendant has not collected or maintained the
19 CALIFORNIA CONSUMER's valid email address, phone number, or another
20 means of notifying the CALIFORNIA CONSUMER electronically. For
21 purposes of this paragraph, "free gift" does not include a free promotional item
22 or gift given by the business that differs from the subscribed product.
- 23 ii. If the CALIFORNIA CONSUMER accepted an AUTOMATIC RENEWAL
24 offer or CONTINUOUS SERVICE offer with an initial term of one year or
25 longer, that automatically renews unless the CALIFORNIA CONSUMER
26 cancels the automatic renewal or continuous service, the notice shall be
27 provided at least fifteen (15) days and not more than forty-five (45) days before
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1 the AUTOMATIC RENEWAL offer or CONTINUOUS SERVICE offer
2 renews.

3 iii. If a notice is required under both paragraph 6(e)(i) and paragraph 6(e)(ii), only
4 the notice specified in paragraph 6(e)(ii) shall be required.

5 f. Failing to provide a CALIFORNIA CONSUMER with a CLEAR AND
6 CONSPICUOUS notice of a material change and information regarding how to
7 cancel in a manner that is capable of being retained by the CALIFORNIA
8 CONSUMER when there is a material change in the terms of the accepted
9 AUTOMATIC RENEWAL or CONTINUOUS SERVICE.

10 **Automatic Renewal: Cancellation**

11 g. Failing to provide a toll-free telephone number, electronic mail address, a postal
12 address if the Defendant directly bills the CALIFORNIA CONSUMER, or another
13 cost-effective, timely, and easy-to-use mechanism for cancellation that shall be
14 described in the acknowledgment specified in paragraph 6(c).

15 h. Failing to allow a CALIFORNIA CONSUMER who accepts an AUTOMATIC
16 RENEWAL or CONTINUOUS SERVICE offer online to terminate the
17 AUTOMATIC RENEWAL or CONTINUOUS SERVICE exclusively online, at will,
18 and without engaging any further steps that obstruct or delay his ability to terminate
19 the AUTOMATIC RENEWAL or CONTINUOUS SERVICE immediately.

20 Defendant shall provide a method of termination that is online in the form of either of
21 the following:

22 i. A prominently located direct link or button which may be located within either a
23 customer account or profile, or within either device or user settings.

24 ii. By an immediately accessible termination email formatted and provided by
25 Defendant that a CALIFORNIA CONSUMER can send to Defendant without
26 additional information.

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1 iii. Defendant may require a CALIFORNIA CONSUMER to enter account
2 information or otherwise authenticate online before termination of the
3 AUTOMATIC RENEWAL or CONTINUOUS SERVICE online if the
4 CALIFORNIA CONSUMER has an account with Defendant. A CALIFORNIA
5 CONSUMER who is unwilling or unable to enter account information or
6 otherwise authenticate online before termination of the AUTOMATIC
7 RENEWAL or CONTINUOUS SERVICE online shall not be precluded from
8 authenticating or terminating the AUTOMATIC RENEWAL or
9 CONTINUOUS SERVICE offline using another method pursuant to
10 paragraph 6(g).

11 i. For purposes of paragraph 6(h), providing a discount offer or other consumer benefit
12 or informing a consumer of the effect of the cancellation shall not be considered an
13 obstruction or delay, provided that the consumer remains able to cancel or terminate
14 the automatic renewal or continuous service, as follows:

15 i. If a consumer conveys a request to cancel by telephone, the Defendant may
16 present the consumer with a discounted offer, retention benefit, or information
17 regarding the effect of cancellation, provided that the Defendant first clearly and
18 conspicuously informs the consumer that they may complete the cancellation
19 process at any time by stating that they want to "cancel" or words to that effect. If
20 the consumer states their intention to "cancel" or words to that effect, the business
21 shall promptly process the cancellation and shall not otherwise obstruct or delay
22 the consumer's ability to cancel.

23 ii. If a consumer conveys a request to cancel by an online system, the Defendant
24 may display a discounted offer, retention benefit, or information regarding the
25 effects of cancellation, provided that the Defendant simultaneously displays a
26 prominently located and continuously and proximately displayed direct link or
27 button entitled "click to cancel," or words to that effect, with the presentation of
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1 the discounted offer, other consumer benefit, or information. If the consumer
2 utilizes this direct link or button, the business shall promptly process the
3 cancellation and shall not otherwise obstruct or delay the consumer's ability to
4 proceed to cancellation.

5 **Uniform Electronic Transactions**

6 7. Violating the California Uniform Electronic Transactions Act, Civil Code Section 1633.1
7 et seq., including the rules that all contracts formed by electronic signature must also allow
8 electronic cancellation.

9 **VI. MONETARY RELIEF**

10 **Investigative Costs and Attorneys' Fees**

11 8. Defendant is hereby to pay investigative costs and Attorneys' Fees in the stipulated
12 amount of One Hundred Thousand Dollars (\$100,000). Said payment shall be made within
13 thirty (30) business days of the entry of this Judgment, shall be payable to the "County of
14 Los Angeles" and shall be delivered to the following recipient by mail, or by any other means
15 agreed to by the parties:

16 Office of County Counsel
17 Attn: Deputy County Counsel Hannah Flores
18 Kenneth Hahn Hall of Administration
19 500 West Temple Street, Suite 602
20 Los Angeles, California 90012

21 **Civil Penalties**

22 9. Defendant is hereby ordered, pursuant to Bus. & Prof. Code Section 17206, to pay a civil
23 penalty of Two Million Dollars (\$2,000,000) for enforcement of consumer protection laws. Said
24 amount shall be made within thirty (30) business days of the entry of this Judgment, shall be
25 payable to the "County of Los Angeles" to be used as set forth in Bus. & Prof. Code
26 Section 17206 (c) and shall be delivered to the following recipient by mail, or by any other
27 means agreed to by the parties:
28

Office of County Counsel
Attn: Deputy County Counsel Hannah Flores
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 602
Los Angeles, California 90012

Restitution

10. Defendant has entered a class action settlement in *Winston v. Peacock TV LLC*, Case No. 1:23-cv-08191-ALC, filed in New York Southern District Court (the Winston Settlement). Pursuant to that settlement, Defendant agreed to pay CLASS ACTION CONSUMERS pursuant to the terms and conditions in the Winston Settlement. Defendant has represented that CLASS ACTION CONSUMERS who qualify for restitution under the terms and conditions of the Winston Settlement and filed a valid claim each received \$11.52. Pursuant to the resolution of the Winston Settlement, Defendant's restitution liability to all CLASS ACTION CONSUMERS was capped at One Million Seven Hundred Thirty-Six Thousand Six Hundred Forty Dollars (\$1,736,640). The People shall be provided with all reports documenting such payments made pursuant to the Winston Settlement and other records as requested by the People from Defendant to ensure the requirements in the Winston Settlement have been fulfilled and completed.

11. Defendant is hereby ordered, to pay an additional One Million Five Hundred Thousand Dollars (\$1,500,000) to the Los Angeles County Department of Consumer and Business Affairs (DCBA). Said payment shall be used by DCBA for consumer protection investigation and enforcement activities. Said payment shall be made within thirty (30) business days of the entry of this Judgment and shall be made payable to "County of Los Angeles" and delivered to the following recipient by mail, or by any other means agreed to by the parties:

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Office of County Counsel
Attn: Deputy County Counsel Hannah Flores
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 602
Los Angeles, California 90012

VII. ADDITIONAL PROVISIONS

12. Pursuant to Code of Civil Procedure Section 664.6, Bus. & Prof. Code Section 17203, and the request of the Parties, the Court shall retain jurisdiction for the purpose of enforcing this Judgment and enabling any Party to this Judgment to apply to the Court for such further orders and directions as necessary and appropriate to construe, carry out, enforce, interpret, or modify this Judgment, or to redress violations of this Judgment.

13. For the purposes of securing compliance with the terms of this Judgment, Defendant shall, within thirty (30) days after the date of entry of this Judgment, provide each of its current officers, directors, and executive committee members with a copy of this Stipulation.

14. Defendant shall keep custody of all documentation of its compliance with the notice requirements of this Judgment for a period of three (3) years following the date of entry of this Judgment.

15. The Parties shall bear their own attorney's fees and costs, except as provided herein.

16. Nothing in this Judgment shall relieve Defendant of its obligations to comply or as prohibiting Defendant from complying, with all applicable local, state, and federal laws, regulations, or rules; nor shall any provision of the Judgment be deemed permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

17. The payments made pursuant to paragraphs 9 and 11 above both constitute compensatory restitution and remediation within the meaning of 26 United States Code Section 162(f)(2)(A).

As such, the Plaintiff shall cause to be completed and timely filed a Form 1098-F with the Internal Revenue Service and shall timely furnish Copy B of such Form 1098-F to Defendant.

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

3 a. To the People:

4 Scott Kuhn, Assistant County Counsel

5 Email: skuhn@counsel.lacounty.gov

6 OFFICE OF THE COUNTY COUNSEL

7 648 Kenneth Hahn Hall of Administration

8 500 West Temple Street, Suite 602

9 Los Angeles, California 90012-2713

10 Telephone: (213) 808-8747

11 Facsimile: (213) 680-2165

12 b. To Peacock TV, LLC:

13 Jacob Sommer

14 Email: jake@zwillgen.com

15 ZwillGen PLLC

16 1900 M Street Northwest, Suite 250

17 Washington, District Columbia 20036

18 Telephone: (202) 706-5205

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

20 20. If this Court, or a Court of competent jurisdiction, finds that Defendant has violated the
21 injunction set forth above, Defendant shall be liable for reasonable attorneys' fees and costs
22 incurred by the People for the investigation and enforcement of such violation.

23 21. The clerk is directed to enter this Judgment forthwith.

24
25 ORDERED AND ADJUDGED at Los Angeles, California on _____.

26 _____.
27 JUDGE OF THE SUPERIOR COURT