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8 Attorneys for Plaintiff
PEOPLE OF THE STATE OF CALIFORNIA

9 *Additional Counsel Listed on Next Page*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 vs.

16 **HRB DIGITAL LLC**, a Delaware limited
17 liability company and **HRB TAX GROUP,**
18 **INC.**, a Missouri corporation,

19 Defendants.

Case No.

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

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11 Attorneys for Plaintiff
PEOPLE OF THE STATE OF CALIFORNIA

1 Plaintiff, the People of the State of California (“the People”), acting by and through Los
2 Angeles County Counsel, Dawyn R. Harrison, and Defendants HRB Digital LLC and HRB Tax
3 Group, Inc. (hereinafter collectively “H&R Block”) or “Defendants”), appearing through its
4 attorney, Antonio F. Dias, stipulate as follows:

5 1. This Court has jurisdiction over the subject matter hereof and the parties to this
6 Stipulation for Entry of Final Judgment (“Stipulation”).

7 2. The [Proposed] Stipulated Judgment (“Judgment”), a true and correct copy of which
8 is attached hereto as Exhibit 1, may be entered by any judge of the Los Angeles County Superior
9 Court.

10 3. The Los Angeles County Counsel may submit the Judgment to any judge of the Los
11 Angeles Superior Court for approval and signature, based on this Stipulation, during the Court’s ex
12 parte calendar or on any other ex parte or other basis, without notice to or any appearance by
13 Defendant, which notice and right to appear Defendants hereby waive.

14 4. The Parties hereby waive their right to move for a new trial or otherwise seek to set
15 aside the Judgment through any collateral attack, and further waive their right to appeal from the
16 Judgment, except the Parties agree that this Court shall retain jurisdiction for the purposes specified
17 in paragraphs 5-17 and 19-25 of the Judgment.

18 5. The Parties jointly represent that they have worked cooperatively to come to an
19 agreement as set forth in the Judgment.

20 6. The Parties have stipulated and consented to the entry of the Judgment without the
21 taking of proof and without trial or adjudication of any fact or law herein, without the Judgment
22 constituting evidence of or an admission by Defendants regarding any issue of law or fact alleged in
23 the complaint on file herein, and without Defendants admitting any liability regarding allegations
24 of violations that occurred prior to the entry of the Judgment.

25 7. Defendants will accept service of any Notice of Entry of Judgment or Order entered
26 in this action by delivery of such notice by electronic mail to its counsel of record and agrees that
27 service of the Notice of Entry of Judgment or Order will be deemed personal service upon it for all
28 purposes.

1 8. The individuals signing below represent that they have been authorized by the
2 parties they represent to sign this Stipulation.

3 9. This Stipulation may be executed in counterparts, and the Parties agree that an
4 electronic signature shall be deemed to be, and shall have the full force and effect as, an original
5 signature.

6 Dated: July 20 , 2026

HRB DIGITAL LLC

8 By: 

9 Katharine M. Haynes
10 Vice President and Secretary

11 Dated: July 20 , 2026

HRB TAX GROUP, INC.

12 By: 

13 Katharine M. Haynes
14 Vice President and Corporate Secretary

15 Dated: July 20 , 2026

JONES DAY

16 By: 

17 Antonio F. Dias
18 Attorneys for HRB Digital LLC and HRB
Tax Group, Inc.

19 Dated: July 20 , 2026

DAWYN R. HARRISON
County Counsel

21 By: 

22 Scott Kuhn
23 Assistant County Counsel
24 Andrea Ross
25 Principal Deputy County Counsel
26 Peter S. Lee
27 Senior Deputy County Counsel

28 Attorneys for the People of the State of
California, by and through Los Angeles
County Counsel

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EXHIBIT 1

1 DAWYN R. HARRISON, County Counsel
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 vs.

16 **HRB DIGITAL LLC**, a Delaware limited
liability company and **HRB TAX GROUP,**
17 **INC.**, a Missouri corporation,

18 Defendants.
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Case No.

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

1 Plaintiff, the People of the State of California (“the People”), acting by and through Los
2 Angeles County Counsel, Dawyn R. Harrison, and Defendants HRB Digital LLC and HRB Tax
3 Group, Inc. (hereinafter collectively, “H&R Block” or “Defendants”), appearing through its
4 attorney, Antonio F. Dias, having stipulated to the entry of this Final Judgment and Permanent
5 Injunction (“Judgment”) by the Court without the taking of proof and without trial or adjudication
6 of any fact or law, without this Judgment constituting evidence of or an admission by Defendants
7 regarding any issue of law or fact alleged in the Complaint on file, and without Defendants
8 admitting or denying any liability, and with all parties having waived their right to appeal and the
9 Court having considered the matter and good cause appearing:

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

11 **I. JURISDICTION**

12 1. This Court has jurisdiction over the allegations and subject matter of the People’s
13 Complaint filed in this action and the parties to this action; venue is proper in this judicial district;
14 and this Court has jurisdiction to enter this Judgment.

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

17 **II. DEFINITIONS**

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

- 19 a. “Eligible Consumer” shall mean a consumer who was a Do-it-Yourself
20 online tax preparation customer of H&R Block during the “Released Time
21 Period” who encountered certain screens in connection with filing a tax
22 return using forms related to Education Credits or Health Savings Accounts.
23 b. “Action” refers to this action entitled People v. HRB Digital LLC and HRB
24 Tax Group, Inc., Los Angeles Superior No.
25 c. “Fund Administrator” means the independent claims processor, Analytics
26 Consulting LLC, or any other claims administrator selected by the Los
27 Angeles County Counsel pursuant to the terms of this Judgment.
28

- 1 d. “Effective Date” means the date this Judgment is entered by the Court in this
2 Action.
- 3 e. “The People” means the People of the State of California, acting by and
4 through the Los Angeles County Counsel.
- 5 f. “Fund” means the \$367,540 that Los Angeles County Counsel will make
6 available to Claiming Consumer(s) on a *pro rata* basis, as detailed herein.
- 7 g. “Released Time Period” means the dates including and between
8 November 16, 2019, and November 23, 2022.

9 **III. ALLEGATIONS**

10 4. The People’s Complaint alleges that Defendants violated Business and Professions
11 Code section 17200 *et seq.*, Business and Professions Code section 17500, and Business and
12 Professions Code section 17530.5, *et seq.* by its alleged disclosure of Eligible Consumers’
13 information.

14 **IV. INJUNCTION**

15 5. The injunctive provisions of this Judgment are entered pursuant to Business and
16 Professions Code sections 17203, 17204, and 17535 and the Court’s equitable powers and shall
17 apply to: Defendants and each of their directors and officers; its affiliates and subsidiaries; its
18 employees, agents and independent contractors; and its successors and the assigns of all or
19 substantially all of the assets of its businesses, who shall be permanently enjoined from:

- 20 a. Violating California Business and Professions Code § 17200, *et seq.*, by
21 engaging in unlawful business practices related to the unlawful disclosure of
22 confidential taxpayer information;
- 23 b. Violating California Business and Professions Code § 17500, *et seq.*, by
24 making or disseminating, or causing to be made or disseminated, any untrue
25 or misleading statements about Defendant’s use and/or disclosure of
26 confidential taxpayer information; and
- 27 c. Violating California Business and Professions Code § 17530.5 by
28 unlawfully disclosing confidential taxpayer information unless such

disclosure is made pursuant to a legally authorized consent or falls under a legally recognized exception.

V. MONETARY PROVISIONS

6. Upon entry of this Judgment, Defendants shall pay the amount of \$515,000 to Los Angeles County Counsel. Los Angeles County Counsel has elected to allocate this \$515,000 payment as follows: a) \$367,540 shall be allocated towards the Fund, as defined above; b) \$66,157 shall be paid to Los Angeles County to allocate consistent with Business and Professions Code section 17206 for enforcement of consumer protection laws; c) \$66,157 for payment of attorneys' fees; and d) \$15,146 for payment of investigation costs. Defendants shall pay the \$515,000 due pursuant to this Judgment by wire transfer or check to the Fund Administrator pursuant to instructions provided by Los Angeles County Counsel to Defendants upon entry of Judgment. From that total payment of \$515,000, the Fund Administrator shall hold \$367,540 of such funds for the sole purpose of using them to administer the Fund and, if appropriate, cy pres payments to the Los Angeles County Department of Consumer and Business Affairs pursuant to this Judgment. The Fund Administrator shall wire the remaining \$147,460 pursuant to instructions provided by Los Angeles County Counsel.

7. Defendants shall also pay a separate and additional administrative fee to the Fund Administrator for all expenses related to the distribution of the Fund.

VI. SETTLEMENT FUND ADMINISTRATION

8. Defendants shall also pay a separate and additional administrative process as set forth in this Judgment.

9. Within thirty (30) days of entry of judgment, H&R Block shall provide the Fund Administrator with a list of Eligible Consumers' names and contact information (as well as other identifying information as may be necessary to administer the Fund). H&R Block shall cooperate reasonably regarding the production of this information to the Fund Administrator in an efficient manner. The Fund Administrator shall keep the information provided by H&R Block strictly confidential and shall not disclose it to any person or entity without a court order and without

1 providing reasonable advance notice to H&R Block prior to any such disclosure so that H&R Block
2 has an opportunity to seek relief from the court to prevent such disclosure.

3 10. H&R Block shall pay the costs of administration promptly upon receiving an invoice
4 from the Fund Administrator after Entry of Judgment by this Court. Such costs shall be in addition
5 to the \$515,000 due pursuant to this Judgment.

6 11. Payment of the administrative fee shall be made by H&R Block directly to the Fund
7 Administrator.

8 12. The Fund Administrator will use its best efforts to notify Eligible Consumers of their
9 eligibility for payment and deliver payments in the most efficient and speedy manner possible.

10 13. A notice of eligibility (“Notice”) will be sent to all Eligible Consumers. Such Notice
11 shall be sent by the Fund Administrator as soon as practical, after (a) the Fund Administrator has
12 obtained contact information for Eligible Consumers; and (b) the Parties have agreed upon the
13 content of the Notice. The date the Fund Administrator sends the Notice shall be referred to as the
14 “Notice Date.”

15 14. Eligible Consumers will have ninety (90) days after the Notice Date to submit a
16 claim to receive payment from the Fund, and to confirm their payment details. Eligible Consumers
17 who timely apply to receive payment from the Fund and confirm their payment details are referred
18 to as “Claiming Consumers” herein. During the ninety (90) day application period, the Fund
19 Administrator shall provide weekly updates to the Parties regarding the number of Claiming
20 Consumers who have applied to receive payment from the Fund. The Fund Administrator shall
21 send at least two reminders to Eligible Consumers who have not applied to receive payment from
22 the Fund thirty (30) days after the Notice Date. The Fund Administrator shall also make reasonable
23 efforts to promptly identify alternative contact information for Eligible Consumers whose Notices
24 could not be delivered or are returned undelivered and send new Notices to such Eligible
25 Consumers, as well as to any other Consumer who requests a new Notice. Promptly after the
26 expiration of the ninety (90) day application day period, the Fund Administrator shall provide the
27 Parties with the number of Claiming Consumers, and the Fund shall be distributed on a *pro rata*
28 basis. If the amount due to Claiming Consumers exceeds Seventy Dollars (\$70.00) then the

1 remaining funds shall be disbursed to the Los Angeles County Department of Consumer and
2 Business Affairs as cy pres.

3 15. To the extent any questions or disputes arise regarding a Consumer's eligibility for
4 receipt of money from the Fund under this Judgment or the method of distribution, Los Angeles
5 County Counsel will make the final decision regarding eligibility and distribution.

6 16. Defendants agree that the People may apply to the Court as necessary for further
7 specific orders, if any, required to effectuate the distribution of the Fund.

8 17. The Fund Administrator can make direct payments to Claiming Consumers via
9 direct payment services selected by Claiming Consumers or via check. With respect to payments
10 made by check, the checks mailed to Claiming Consumers by the Fund Administrator for payments
11 shall expire after one hundred and eighty (180) days from the date they are mailed. The Fund
12 Administrator shall then calculate the balance of any unclaimed funds remaining after all checks
13 have been cashed, deposited, or expired, and shall provide any remaining funds as cy pres payments
14 to the Los Angeles County Department of Consumer and Business Affairs for use in the future
15 investigation of consumer protection and privacy matters within 20 days (consistent with
16 instructions provided by Los Angeles County Counsel). Such cy pres payment shall be made
17 pursuant to instructions provided to the Fund Administrator by Los Angeles County Counsel. The
18 Parties shall have no liability whatsoever against each other, the Fund Administrator, or any
19 Eligible Consumer or Claiming Consumer in connection with the administration of the Fund or for
20 any action by the Parties or the Fund Administrator with respect to the monies deposited.

21 **VII. RELEASE**

22 18. This Judgment fully and completely resolves the allegations asserted by the
23 People against Defendants in the Action. The People hereby release Defendants (collectively, the
24 "Released Parties") from all claims that are asserted or that could have been asserted by the People
25 as violations of Business and Professions and Code sections 17200, Business and Professions Code
26 sections 17500 and Business and Professions Code section 17530.5, to the extent such claims arise
27 out of, are based upon, or related to, the factual allegations in the People's Complaint and arose
28 during the Released Time Period. Los Angeles County Counsel further agrees that it shall not

bring claims or seek further relief or penalties for matters and/or violation that are, or could have been, alleged or brought in the People's Complaint that occurred during the Released Time Period.

VIII. ADDITIONAL PROVISIONS

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

20. Nothing in this Judgment shall be construed as relieving Defendants of their obligations to comply with all state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

21. Defendants shall use reasonable efforts to notify each of their officers, directors, employees' agents, and contractors responsible for carrying out and effecting the terms of this Judgment and the requirements therein.

22. Defendants shall bear their own attorneys' fees, costs, and any other expenses related to this action.

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

a. To the People:

Scott Kuhn, Assistant County Counsel
skuhn@counsel.lacounty.gov
OFFICE OF THE COUNTY COUNSEL
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713
Telephone: (213) 808-8747
Facsimile: (213) 680-2165

b. To HRB Digital LLC and HRB Tax Group, Inc.:

H&R Block Legal Department
Attn: Chief Legal Officer
One H&R Block Way
Kansas City, MO 64105
LegalMailbox@hrblock.com

and

1 Tony Dias
2 Jones Day
3 600 Brickell Ave, Suite 3300
4 Miami, FL 33131
5 afdias@jonesday.com
6 305.714.9800

7 24. This Judgment shall take effect immediately upon entry thereof.

8 25. If this Court, or a Court of competent jurisdiction, finds that Defendants have
9 violated the injunction set forth above, Defendants shall be liable for reasonable attorneys' fees and
10 costs incurred by the People for the enforcement of such violation.

11 26. The clerk is directed to enter this Judgment forthwith.

12 ORDERED AND ADJUDGED at Los Angeles, California, on _____.

13 _____
14 Judge of the Superior Court
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