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BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: 2080 Media, Inc., d/b/a PlayOn Sports, Respondent.	Case No. ENF24-S-PL-24

STIPULATED FINAL ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled matter:

I. PARTIES

1. Complainant is the Enforcement Division of the California Privacy Protection Agency ("Agency"), which enforces the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations (collectively, the "CCPA").[1]

2. Respondent is 2080 Media, Inc., d/b/a PlayOn Sports ("PlayOn"), a Delaware corporation with its principal place of business at 2990 Brandywine Road, Suite 300, Atlanta, GA 30341.

[1] All statutory references are to California law unless otherwise stated.

II. JURISDICTION

3. Pursuant to Civil Code sections 1798.199.40(a) and 1798.199.55, the Agency may enforce the CCPA through administrative actions.

4. Pursuant to Government Code section 11415.60(a), the Agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding.

5. PlayOn is a for-profit corporation that Collects Consumers' Personal Information and determines the purposes and means of the processing of Consumers' Personal Information. The company has an annual gross revenue in excess of $26.625 million, and the company annually Sells or Shares, in combination, the Personal Information of 100,000 or more Consumers or households. PlayOn conducted business within the State of California at all times relevant to this Stipulated Final Order. Thus, the CCPA applies to PlayOn.

III. DEFINITIONS

The following terms in this Stipulated Final Order shall have these meanings:

6. "Agency" means the California Privacy Protection Agency.

7. "CCPA" means the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations.

8. "Collect" has the meaning provided in Civil Code section 1798.140(f).

9. "Consumer" has the meaning provided in Civil Code section 1798.140(i).

10. "Cross-Context Behavioral Advertising" has the meaning provided in Civil Code section 1798.140(k).

11. "Digital Properties" mean all public-facing websites and mobile applications owned or operated by PlayOn that are accessible by consumers, including without limitation, www.playonsports.com, www.gofan.co, www.nfhsnetwork.com, and their respective mobile applications.

12. "Enforcement Division" means Complainant, the Enforcement Division of the California Privacy Protection Agency.

13. "Opt-out of Sale/Sharing" or "Opting-Out of Sale/Sharing" means any action taken by a Consumer to direct PlayOn not to Sell or Share their Personal Information, including by enabling an Opt-out Preference Signal.

14. "Opt-out Preference Signal" has the meaning provided in Code of Regulations, title 11, section 7001(aa).

15. “Personal Information” has the meaning provided in Civil Code section 1798.140(v).

16. “PlayOn” means Respondent, 2080 Media, Inc., d/b/a PlayOn Sports, including GoFan, MaxPreps, and the NFHS Network.

17. “Request to Opt-out of Sale/Sharing” has the meaning provided in Code of Regulations, title 11, section 7001(rr).

18. “Sale” or “Sell” has the meaning provided in Civil Code section 1798.140(ad).

19. “Service Provider” has the meaning provided in Civil Code section 1798.140(ag)(1).

20. “Share” has the meaning provided in Civil Code section 1798.140(ah).

21. “Third Party” has the meaning provided in Civil Code section 1798.140(ai).

22. “Tracking Technologies” mean any scripts, cookies, pixel tags, web beacons, software development kits, or other tracking devices or mechanisms that are used to collect and analyze information about a Consumer’s activity on a website or application.

IV. FACTUAL FINDINGS

23. Californians enjoy an inalienable right to privacy in Article I, Section 1 of the California Constitution. In 2018, the Legislature took action to protect Californians’ privacy in the digital age by enacting the California Consumer Privacy Act. The CCPA gives Consumers certain rights with regard to their Personal Information, such as the right to know what Personal Information businesses Collect from them, the right to stop businesses from Selling their Personal Information, and the right to have it deleted.

24. In November 2020, California voters approved Proposition 24 (“Prop. 24”) with the aim of giving Consumers more control over how businesses Collect, use, share, and profit from their Personal Information. Prop. 24 strengthened the CCPA and established the Agency as an “independent watchdog” to “vigorously enforce the law,” recognizing that the unauthorized use and Sharing of Personal Information creates a “heightened risk of harm” for Consumers. Prop. 24, § 3(L) (2020).

25. In 2024, the Enforcement Division opened an investigation into PlayOn’s privacy practices, during which it later received a complaint from a consumer alleging PlayOn did not allow Consumers to opt-out of the Selling and Sharing of Personal Information through Tracking Technologies.

26. In December 2024, before hearing from the Enforcement Division, PlayOn significantly changed its website, privacy policy, and notice banners. For example, PlayOn updated its website to recognize and process a Consumer’s Opt-out Preference Signal. PlayOn also revised its notice banner to provide Consumers with two choices of “accept” and “reject”

regarding the use of Tracking Technologies. In addition, PlayOn substantially revised its privacy policy to reflect the company's obligations under the CCPA.

27. During the course of the investigation, PlayOn cooperated with the Enforcement Division and produced documents, answered questions, and engaged with the Enforcement Division in candid discussions about PlayOn's privacy practices.

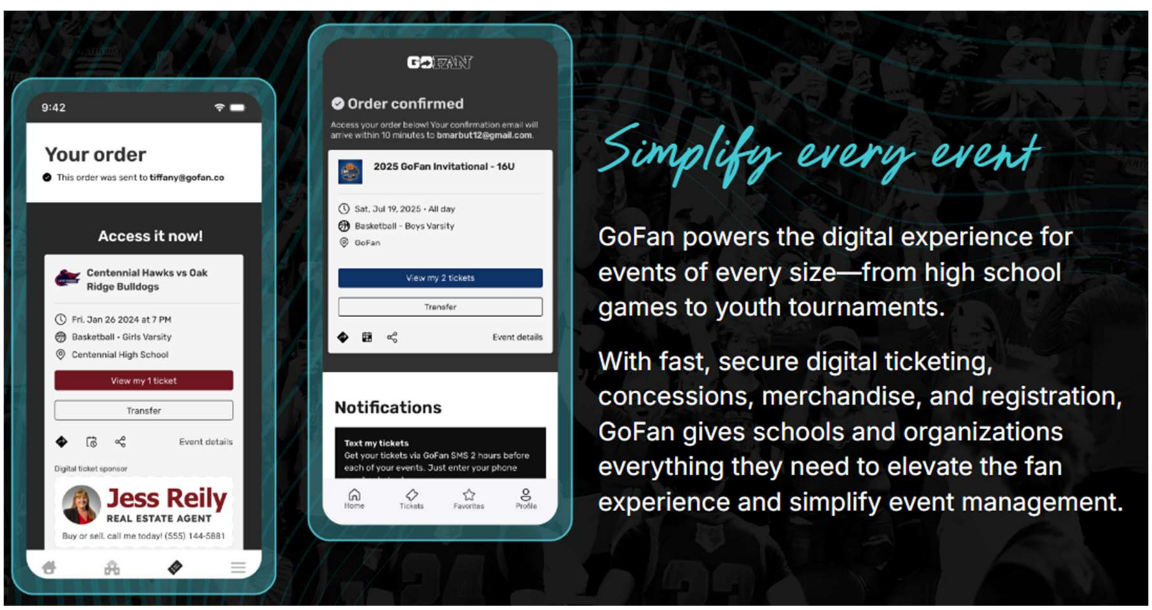
28. The relevant time period is January 1, 2023 through December 31, 2024, unless stated otherwise. Paragraphs 29 through 60 pertain solely to the Digital Properties owned by PlayOn during this relevant time period, and through which it processed Personal Information as a Business.

A. PlayOn Provides Digital Ticketing Platforms to High Schools throughout California

29. PlayOn is a for-profit corporation that describes itself as the leading media and technology company in high school sports and other events. As a parent company of GoFan, MaxPreps, and the NFHS Network, PlayOn offers schools and other youth sports organizations an all-in-one platform for ticketing, streaming, fundraising, concessions, merchandise sales, and website management.

30. PlayOn's GoFan ticketing platform specifically provides schools and other organizations the ability to sell tickets to their events digitally. Attendees can purchase tickets with a credit or debit card, Apple Pay, or Google Pay, and then use their mobile phone as their ticket into the event. Sometimes, this is the only way in which tickets are sold for the event.

Figure 1: PlayOn's Description of the GoFan Ticking Platform

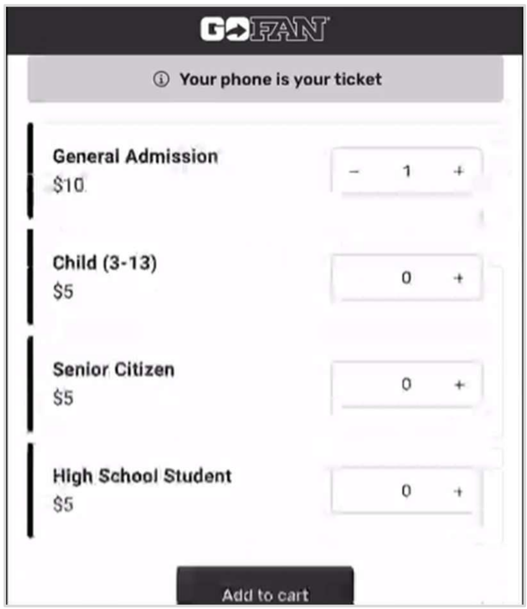


31. PlayOn operates in all 50 states and is the official ticketing partner for 80% of all state associations. It has sold over 30 million tickets to high school events nationwide. These events include sporting events, dances, student performances, and camps. For example, high

schools will use PlayOn's GoFan ticketing platform to sell and redeem tickets for high school football games, Homecoming and Prom dances, and high school musicals and other theater performances.

32. The GoFan ticketing platform can be configured to sell tickets for different categories and rates. For example, as demonstrated by the screenshot below, a high school can sell different tickets for general admission, children, senior citizens, and high school students. PlayOn's customers determine the names and rates of the different ticket categories, and they vary depending on the event.

Figure 2: Ticket Purchase Page on Mobile Device



33. PlayOn has an especially significant presence in California. Approximately 1,400 schools in California, both public and private, have contracted with PlayOn to use its ticketing, fundraising, and other services.

34. PlayOn has contracted with schools in nearly every county in California, from larger ones such as Los Angeles, San Diego, and Orange Counties, to the smaller ones such as Modoc, Mono, and Sierra Counties.

35. GoFan is also the official ticketing platform for the California Interscholastic Federation (CIF), the governing body for high school sports in the state of California that holds state and regional championships.

36. Accordingly, thousands of students, family members, faculty, and other community supporters have used PlayOn's services.

B. PlayOn's Handling of Consumer Requests to Opt-out of Sale/Sharing

37. Pursuant to the CCPA, Consumers have the right to direct businesses not to Sell or Share the Consumer's Personal Information. *See* Civ. Code § 1798.120(a).

38. A business that Sells or Shares the Personal Information of Consumers must provide two or more methods through which a Consumer can submit Requests to Opt-out of Sale/Sharing. *See* Civ. Code § 1798.135; Code Regs. tit. 11, § 7026(a). A business that Collects Personal Information online must, at a minimum, allow Consumers to submit Requests to Opt-out of Sale/Sharing through an Opt-out Preference Signal and at least one of the following methods: an interactive form accessible via the "Do Not Sell or Share My Personal Information" link, the Alternative Opt-out Link, or the business's privacy policy if the business processes an Opt-out Preference Signal in a frictionless manner. *Id.*

39. An opt-out Preference Signal allows Consumers to broadcast a "do not sell or share" signal across every website they visit, without having to click each time on an opt-out link.

40. A business that receives a Consumer's Request to Opt-out of Sale/Sharing is prohibited from continuing any further Sales or Shares of that Consumer's Personal Information, unless the Consumer subsequently consents. *See* Civ. Code § 1798.120(d).

1. PlayOn Failed to Offer an Effective Method for Submitting a Request to Opt-out of Sale/Sharing

41. During the relevant time period, PlayOn's Digital Properties Collected Personal Information using first- and third-party cookies, persistent trackers, and similar Tracking Technologies (e.g., MetaPixel) for the purpose of providing advertisements, among other things. PlayOn subsequently Sold and Shared the Personal Information it Collected with advertising, social media, and analytics partners.

42. As demonstrated by the following screenshots, PlayOn's GoFan webpages disclosed this Collection and use of Personal Information through notice banners:

Figure 3: Desktop Notice Banner

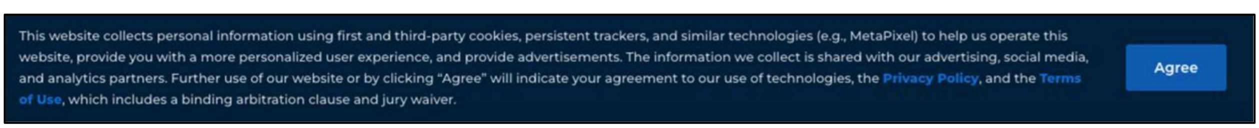
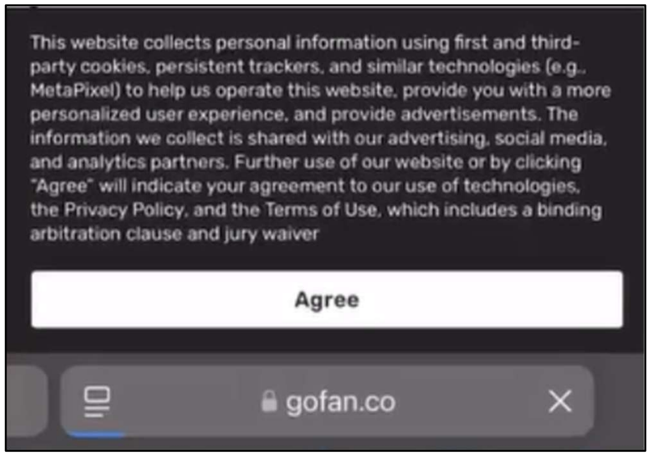


Figure 4: Mobile Notice Banner

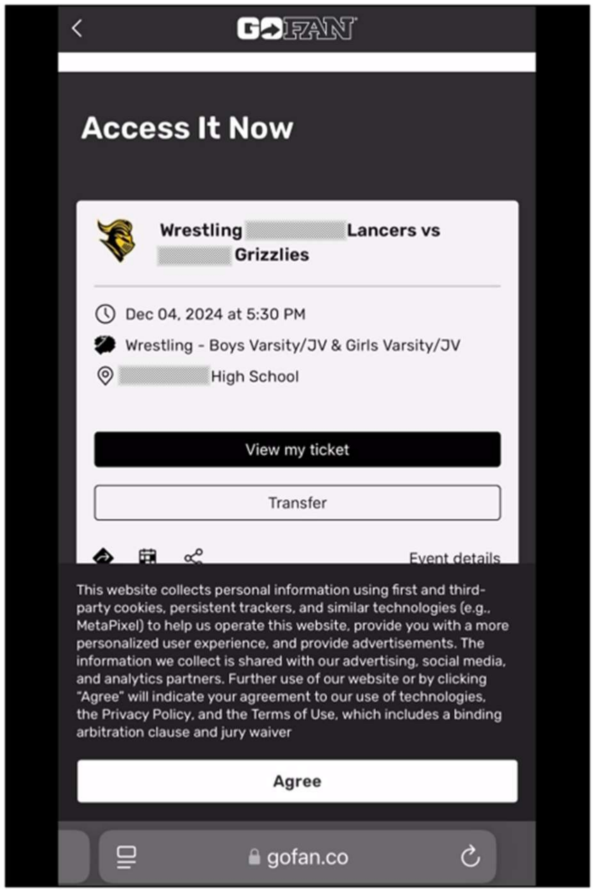


> [The banners in Figure and Figure 4 both state the following: "This website collects personal information using first and third-party cookies, persistent trackers, and similar technologies (e.g., MetaPixel) to help us operate this website, provide you with a more personalized user experience, and provide advertisements. The information we collect is shared with our advertising, social media, and analytics partners. Further use of our website or by clicking "Agree" will indicate your agreement to our use of technologies, the Privacy Policy, and the Terms of Use, which includes a binding arbitration clause and jury waiver."]

43. These notice banners required Consumers to click "Agree" to the use of these Tracking Technologies and provided no other way to close the notice banner without clicking on "Agree."

44. When using PlayOn's GoFan ticketing platform on a phone or mobile device, the notice banner covered the portion of the screen that allowed the Consumer to "use" or redeem the ticket. Thus, Consumers were forced to first click "Agree" on the notice banner in order to use their ticket:

Figure 5: GoFan Ticket Redemption on a Mobile Device



45. PlayOn ran only one targeted advertising campaign on its ticketing platform during the relevant time period. Nevertheless, PlayOn's use of certain Tracking Technologies on its Digital Properties constituted the Sale and Sharing of Personal Information under the CCPA. *See* Civ. Code §§ 1798.140(ad), (ah). Accordingly, PlayOn was required to offer Consumers the right to opt-out of the Selling and Sharing of their Personal Information.

46. During the relevant period, PlayOn's only methods for submitting Requests to Opt-out of Sale/Sharing were through a toll-free phone number and email address. But these methods did not sufficiently address PlayOn's Selling and Sharing of Consumers' Personal Information through Tracking Technologies on its Digital Properties, leaving Consumers who submitted a Request to Opt-out of Sale/Sharing through these methods with insufficient means to Opt-out of the Selling and Sharing of their Personal Information.

47. PlayOn failed in its responsibility to provide a method for opting out of the Sale/Sharing of Personal Information by certain Tracking Technologies and instead stated in its privacy policy that Consumers should opt-out directly with third parties via the Network Advertising Initiative (NAI) and the Digital Advertising Alliance (DAA).

48. As a result, PlayOn violated section 1798.135(a)(1) of the Civil Code each time it Collected and subsequently Sold or Shared Consumers' Personal Information through these

Tracking Technologies without providing Consumers with an effective way to opt-out of such Selling and Sharing.

49. PlayOn also violated section 1798.120(d) of the Civil Code each time it subsequently Sold or Shared a Consumer's Personal Information through Tracking Technologies after receiving direction from the Consumer to stop Selling and Sharing the Consumer's Personal Information when the Consumer submitted a Request to Opt-out of Sale/Share using the toll-free phone number or email address offered by PlayOn.

2. PlayOn Failed to Recognize and Honor Opt-Out Preference Signals

50. Consumers can also submit a Request to Opt-out of Sale/Sharing by configuring their web browsers to transmit an Opt-out Preference Signal. *See* Civ. Code § 1798.185(a)(18)–(19); *see also* Code Regs. tit. 11, § 7025.

51. During the relevant time period, PlayOn failed to configure its Digital Properties to recognize and honor Consumers' Requests to opt-out of Sale/Sharing using an Opt-out Preference Signal.

52. Accordingly, PlayOn violated sections 1798.120(a) and 1798.135(a) of the Civil Code, and section 7026 of title 11 of the California Code of Regulations, each time PlayOn failed to honor a Consumer's Request to Opt-out of Sale/Sharing submitted using an Opt-out Preference Signal.

C. PlayOn's Deficient Notices to Consumers

53. The CCPA requires businesses to provide Consumers with a comprehensive description of the business' online and offline information practices, to inform Consumers "about the rights they have regarding their personal information," and give Consumers "information necessary for them to exercise those rights." Code Regs. tit. 11, § 7011(a). Businesses are required to provide this information through a privacy policy that is updated at least once every twelve months and posted online and accessible through a conspicuous link. Civ. Code § 1798.130(a)(5); Code Regs., tit. 11, § 7011(d), (e)(2).

54. Privacy policies must inform Consumers of their statutorily provided privacy rights, including the right to opt-out of the Sale and Sharing of Personal Information, and how to exercise those rights. *See* Code Regs. tit. 11, § 7011(e). Businesses operating online must also explain how an Opt-out Preference Signal will be processed and how Consumers can use an Opt-out Preference Signal. *See id.* § 7011(e)(3)(F).

55. A business that Sells or Shares Personal Information must also provide Notice of Right to Opt-out of Sale/Sharing by either posting a "Do Not Sell or Share My Personal Information" or "Your Privacy Choices" link. The link must either take the Consumer to a webpage that provides all the required information or immediately effectuate the Consumer's right to opt-out. If linked to the privacy policy, it must take the Consumer to the specific section of the privacy policy that provides the required information. *See id.* § 7013.

56. A business shall not Sell or Share the Personal Information it Collected during the time the business did not have a Notice of Right to Opt-out of Sale/Sharing posted unless it obtains the consent of the Consumer. *Id.* § 7013(h).

57. Before revising its privacy policy in February 2024, PlayOn's privacy policy had not been updated since July 2022. *See* Civ. Code § 1798.130(a)(5). That privacy policy also failed to inform Consumers of their right to opt-out of the Sharing of their Personal Information and claimed that PlayOn did not Sell Consumers' Personal Information. PlayOn also failed to inform Consumers how to exercise their right to opt-out of Sale/Sharing, including through the use of an Opt-out Preference Signal.

58. Similarly, PlayOn's "Your Privacy Choices" link failed to include all the information required in a Notice of Right to Opt-out of Sale/Sharing and directed Consumers to PlayOn's deficient methods for submitting a Request to Opt-out of Sale/Sharing discussed above.

59. Accordingly, PlayOn violated Code of Regulations, title 11, section 7011(e)(3)(C) by failing to provide an adequate Notice of Right to Opt-out of Sale/Sharing and violated section 7011(e)(3)(F) by failing to explain how PlayOn would process an Opt-out Preference Signal and how Consumers could use an Opt-out Preference Signal.

60. PlayOn also violated Code of Regulations, title 11, section 7013(h) each time it Sold or Shared Personal Information that PlayOn Collected during the period PlayOn did not have an adequate Notice of Right to Opt-out Of Sale/Share.

V. CONTINGENCY

61. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency (Board). PlayOn understands and agrees that counsel for Complainant and the staff of the Agency may communicate directly with the Board and the staff of the Agency regarding this Stipulated Final Order, without notice to or participation by PlayOn or its counsel. By signing the Stipulated Final Order, PlayOn understands and agrees that it may not withdraw its agreement or seek to rescind the Stipulated Final Order before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Order of Decision, the Stipulated Final Order shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Agency shall not be disqualified from further action by having considered this matter.

VI. OTHER MATTERS

62. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Final Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals. The parties may execute this Stipulated Final Order in counterparts.

63. This Stipulated Final Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Final Order may not be altered, amended,

modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

64. In consideration of the foregoing stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order of Decision:

VII. ORDER

A. Administrative Fine

65. In accordance with Civil Code § 1798.199.55, PlayOn shall pay an administrative fine in the amount of one million one hundred thousand dollars ($1,100,000). This payment shall be made to the California Privacy Protection Agency no later than thirty (30) days after the effective date of the Board's decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

B. Compliance with Law

66. The Agency recognizes and credits PlayOn's remediation efforts. PlayOn has substantially revised its practices and has committed substantial financial and other resources to remediating the shortcomings identified in this Stipulated Final Order, even before PlayOn learned about the Agency's investigation.

67. To the extent not already done so, PlayOn shall do the following with respect to any Digital Properties through which it processes Personal Information as a Business:

a. Comply with the CCPA and its implementing regulations, including, to the extent applicable, Civil Code sections 1798.100, 1798.120, 1798.121, 1798.130, and 1798.135, and Code of Regulations, title 11, sections 7002, 7003, 7004, 7010–7014, 7025–7028 and 7050–7053.

b. Scan its Digital Properties, at least quarterly, to maintain a full and current inventory of Tracking Technologies.

c. Maintain contracts that comply with Code of Regulations, title 11, section 7053(a)(1)–(6), with all Third Parties that receive or have access to Personal Information through the Tracking Technologies on PlayOn's Digital Properties.

d. For any Tracking Technologies that PlayOn uses to Share Personal Information, PlayOn shall properly configure the Digital Property to recognize and give full effect to Consumer requests to opt out of such sharing submitted through: (i) an Opt-out Preference Signal, as required by Code of Regulations, title 11, section 7025(c), and (ii) PlayOn's other methods for submitting Requests to Opt-out of Sale/Sharing, as required by Code of Regulations, title 11, section 7026.

e. If PlayOn Sells or Shares Consumers' Personal Information, PlayOn shall maintain a "Do Not Sell or Share My Personal Information" or "Your Privacy Choices" link on its Digital Properties that allows Consumers to exercise their choice regarding the Sale and Sharing of their Personal Information.

f. Within 90 days of the effective date of the Stipulated Final Order, and to the extent it has not already done so, PlayOn shall review its practices—including its privacy policy, notices, consent management platform, and privacy rights request mechanisms—for compliance with the CCPA.

68. ***Risk Assessments.*** Beginning on January 1, 2026, the Selling or Sharing of Personal Information, among other things, will require a business to conduct a risk assessment. *See* Code Regs., tit. 11, § 7150(b). Accordingly, with respect to PlayOn's GoFan and NFHS Network services:

a. For PlayOn's current processing of users' Personal Information that meet the thresholds in section 7150(b), to the extent it has not already done so, PlayOn shall conduct a risk assessment that meets the requirements of Code of Regulations, title 11, sections 7150–7157 within one year of the effective date of the Board's decision approving this Stipulated Final Order.

b. For a period of three (3) years following the completion of PlayOn's risk assessment under paragraph 68(a), and as required by the CCPA thereafter, PlayOn shall update their risk assessments in accordance with the requirements of Code of Regulations, title 11, sections 7150–7157, before any material change in the processing of users' Personal Information. A change relating to the processing of users' Personal Information is material if it creates new negative impacts, increases the magnitude or likelihood of previously identified negative impacts, or diminishes the effectiveness of safeguards. *See* Code Regs., tit. 11, § 7155(a)(3).

c. In identifying negative impacts to Consumers' privacy associated with the processing of their Personal Information, PlayOn's risk assessments shall consider whether it is coercing or compelling Consumers into allowing the processing of their Personal Information. For example, PlayOn shall consider whether users are required to consent to the Selling or Sharing of their Personal Information with one or more parties in order to participate in certain events. *See* Code Regs., tit. 11, § 7152(a)(5).

d. PlayOn's risk assessments regarding the processing of users' Personal Information shall be reviewed by PlayOn's Board of Directors. In its risk assessment, PlayOn shall identify and document the date the assessment was reviewed by the Board of Directors, and the names of the individuals who reviewed the assessment. *See* Code Regs., tit. 11, § 7152(a)(9) (eff. Jan. 1, 2026).

e. Based on its risk assessments, PlayOn shall not process Personal Information in a manner in which PlayOn determines that the risks to the privacy of the Consumer outweigh the benefits resulting from the processing to the Consumer, the business, other stakeholders, and the public. *See* Code Regs., tit. 11, § 7154 (eff. Jan. 1, 2026).

69. ***Notices and Disclosures*****.** PlayOn shall evaluate the notices and disclosures made on its Digital Properties, including in its notice banner and consent management platform, to ensure that the language used is easy to read and understandable to Consumers who use its services, taking into consideration the age of the intended audience of such services. For example, notices and disclosures made on services selling tickets to high school events must be easy to read and understandable to attendees of those events. To the extent necessary, PlayOn shall make changes to the language used in its notices and disclosures within 90 days of the effective date of the Stipulated Final Order. *See* Code Regs., tit. 11, §§ 7003, 7004

70. ***Metrics*****.** For a period of three (3) years, and as required by the CCPA thereafter, PlayOn shall annually post on its website the metrics described in Code of Regulations, title 11, section 7102.

71. Unless otherwise specified, PlayOn shall complete implementation of any process and system changes to effectuate the modifications required by this Stipulated Final Order within one hundred eighty (180) days after the effective date of the Board's decision approving it.

72. Each party shall bear its own attorneys' fees and costs.

VIII. ADDITIONAL GENERAL PROVISIONS

73. By entry of this Stipulated Final Order and following PlayOn's compliance with all the terms set forth in paragraphs 65-72, the Agency releases PlayOn from and against all claims the Agency has under the CCPA arising from the conduct set forth in the factual findings of this Stipulated Final Order.

74. PlayOn admits the truth of the factual findings in paragraphs 29–36 of this Stipulated Order. PlayOn otherwise neither admits nor denies the remaining factual findings in this Stipulated Order. PlayOn does not admit liability for any violation of the CCPA, actual or alleged. PlayOn agrees to be bound by the terms of this Stipulated Final Order.

75. Nothing in this Stipulated Final Order shall be construed as relieving PlayOn of its obligations to comply with all applicable 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.

76. PlayOn shall use reasonable efforts to notify its officers, directors, employees, agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Final Order and the requirements therein.

77. PlayOn agrees that the terms of this Stipulated Final Order are in the public interest and fair, adequate, and reasonable under all the circumstances.

78. PlayOn waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the California Administrative Procedures Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, PlayOn consents to this Stipulated Final Order becoming final.

79. This Stipulated Final Order shall bind PlayOn's subsidiaries, heirs, administrators, executors, successors, and transferees.

80. Notwithstanding paragraph 72, in the event the Agency prevails in seeking to enforce any term of this Stipulated Final Order, the Agency shall be entitled to an award of attorney fees and costs in its favor and against PlayOn for the time spent and costs incurred in prosecuting such action.

81. Failure to complete the payment or comply with any terms of this Stipulated Final Order shall result in enforcement of the Order in the Superior Court of California.

82. Any notices and reports under this Stipulated Final Order shall be served by email as follows:

To the Complainant:

Deputy Director, Enforcement Division
California Privacy Protection Agency
400 R Street, Suite 350
Sacramento, CA 95811
ENF-processing@cppa.ca.gov

To the Respondent:

2080 Media, Inc. d/b/a PlayOn Sports
Attn: Chief Legal Officer
2990 Brandywine Road, Suite 300
Atlanta, GA 30341
legal@playonsports.com; anna@zwillgen.com

83. Each person who signs this Stipulated Final Order in a representative capacity warrants that he or she is duly authorized to do so. Further, each party itself (a) acknowledges that such party has been advised by competent legal counsel in connection with the execution of this Stipulated Final Order, has read each and every paragraph of this Stipulated Final Order, and understands the respective rights and obligations set forth herein, and (b) represents that the commitments, acknowledgment, representations, and promises set forth herein are freely and willingly undertaken and given.

84. PlayOn represents that this Stipulated Final Order is freely and voluntarily entered without any degree of duress or compulsion whatsoever.

IX. SIGNATURES

RESPONDENT
2080 MEDIA, INC., D/B/A PLAYON SPORTS

DATED: 1/16/2026

BY: Signed by:
Lesley Wainwright
BCA64F22535C499...

Lesley Wainwright
Chief Legal Officer
2080 Media, Inc., d/b/a PlayOn Sports

AS TO FORM AND CONTENT:

DocuSigned by:
Anna Hsia
B40497C1D59E428...

Anna Hsia
ZwillGen Law LLP

Stacey Brandenburg
Marci Rozen
ZwillGen PLLC

Attorneys for Respondent

COMPLAINANT
THE CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

DATED: January 16, 2026

BY:

MICHAEL S. MACKO
Deputy Director of Enforcement

LARA KEHOE HOFFMAN
Assistant Chief Counsel

LISA B. KIM
Senior Privacy Counsel & Advisor

ALEX D. BERGER
Attorney, Enforcement Division

Attorneys for Complainant