## NO FEE DUE GOV'T CODE § 6103

1 2 3 4 5 6 7 8	DAWYN R. HARRISON, County Counsel SCOTT KUHN, Assistant County Counsel ANDREA ROSS, Principal Deputy Counsel IDA ANBARIAN, Deputy County Counsel HANNAH FLORES, Deputy County Counsel (SBN 305873) • <i>hflores@counsel.lacounty.gov</i> 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012-2713 Telephone: (213) 808-8783 ·Fax: (213) 680-2165 Attorneys for Plaintiff THE PEOPLE OF THE STATE OF CALIFORNIA	5
9	SUPERIOR COURT OF TH	IE STATE OF CALIFORNIA
10	FOR THE COUNTY OF LOS A	NGELES, CENTRAL DISTRICT
11	THE PEOPLE OF THE STATE OF CALIFORNIA, by and through DAWYN R.	CASE NO.
12 13	HARRISON, County Counsel for the County of Los Angeles,	STIPULATION FOR ENTRY OF JUDGMENT
14	Plaintiff,	(Unlimited Action)
15	V.	
16	PEACOCK TV LLC, a limited liability	
17	company, a subsidiary of NBCUNIVERSAL MEDIA LLC	
18	Defendant.	
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20 21		
21 22		
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26		
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	НОА.105297739.1	
	STIPULATION FOR E	NTRY OF JUDGMENT

12from the Judgment, except the Parties agree that this Court shall retain jurisdiction for the purpose specified in paragraph 12 of the Judgment.144. The Parties jointly represent that they have worked cooperatively to come to any agreement as set forth in the Judgment.165. The Parties have stipulated and consented to the entry of the Judgment without the taking of proof and without trial or adjudication of any fact or law herein, without the Judgment constituting evidence or any admission by the Defendant regarding any issues of law or fact alleged in the complaint on file herein, and without the Defendant admitting any liability regarding allegations of violations that occurred prior to the entry of the Judgment.206. This Stipulation may be executed in counterparts (including electronic copies), each of which so executed will be deemed to be an original and will together constitute one and the same Stipulation.217. This Stipulation shall be effective on the day that all signatures are obtained on this Stipulation.268. The Defendant will accept service of any Notice of Entry of Judgment or Order entered in this action by delivery of such notice by electronic mail to its counsel of record, and	1	Pla	aintiff People of the State of California, by and through Dawyn R. Harrison, County	
<ul> <li>PEACOCK TV LLC, a limited liability company, a subsidiary of NBCUniversal MEDIA LLC</li> <li>("Defendant"), represented by Michael Bleicher of ZwillGen PLLC agree and stipulate as follows:</li> <li>1. This Court has jurisdiction over the subject matter hereof and the parties to this</li> <li>Stipulation for Entry of Judgment ("Stipulation").</li> <li>2. The [Proposed] Judgment and Injunction ("Judgment"), a true and correct copy of</li> <li>which is attached hereto as Exhibit 1, may be entered by any judge of the Los Angeles</li> <li>Superior Court.</li> <li>3. The Parties hereby waive their right to move for a new trial or otherwise seek to set</li> <li>aside the Judgment through any collateral attack, and further waive their right to appeal</li> <li>from the Judgment, except the Parties agree that this Court shall retain jurisdiction for</li> <li>the purpose specified in paragraph 12 of the Judgment.</li> <li>4. The Parties jointly represent that they have worked cooperatively to come to any</li> <li>agreement as set forth in the Judgment.</li> <li>5. The Parties have stipulated and consented to the entry of the Judgment without the</li> <li>taking of proof and without trial or adjudication of any fact or law herein, without the</li> <li>Judgment constituting evidence or any admission by the Defendant regarding any</li> <li>issues of law or fact alleged in the complaint on file herein, and without the Defendant</li> <li>admitting any liability regarding allegations of violations that occurred prior to the</li> <li>entry of the Judgment.</li> <li>6. This Stipulation may be executed in counterparts (including electronic copies), each of</li> <li>which so executed will be deemed to be an original and will together constitute one and</li> <li>the same Stipulation.</li> <li>7. This Stipulation shall be effective on the day that all signatures are obtained on this</li> <li>Stipulation.</li> </ul>	2	Counsel for the County of Los Angeles (the "People" or the "Plaintiff") and Defendant		
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<ul> <li>16</li> <li>5. The Parties have stipulated and consented to the entry of the Judgment without the taking of proof and without trial or adjudication of any fact or law herein, without the Judgment constituting evidence or any admission by the Defendant regarding any issues of law or fact alleged in the complaint on file herein, and without the Defendant admitting any liability regarding allegations of violations that occurred prior to the entry of the Judgment.</li> <li>6. This Stipulation may be executed in counterparts (including electronic copies), each of which so executed will be deemed to be an original and will together constitute one and the same Stipulation.</li> <li>7. This Stipulation shall be effective on the day that all signatures are obtained on this Stipulation.</li> <li>8. The Defendant will accept service of any Notice of Entry of Judgment or Order entered in this action by delivery of such notice by electronic mail to its counsel of record, and HOA 105297781</li> </ul>	14	4.	The Parties jointly represent that they have worked cooperatively to come to any	
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HOA 105297739 1	27	8.	The Defendant will accept service of any Notice of Entry of Judgment or Order entered	
HOA.105297739.1 -2-	28		in this action by delivery of such notice by electronic mail to its counsel of record, and	
		HOA.10529773	-2-	
STIPULATION FOR ENTRY OF JUDGMENT			STIPULATION FOR ENTRY OF JUDGMENT	

1		agrees that service of the Notice	of Entry of Judgment or Order will be deemed
2		personal service upon it for all p	purposes.
3	9.	If any ambiguity arises regardin	g any provision of this Stipulated Judgment that
4		requires interpretation, there is n	no presumption that documents should be interpreted
5		against any party. The presump	tion 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 car	efully read the foregoing Stipulation and know the
8		contents thereof, and sign the sa	me as their own free act. The Parties further
9		acknowledge that they have bee	n 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 conter	ts of this Stipulation and understand the contents of
12		this Stipulation.	
13		July 15, 2025	Respectfully submitted,
14		July 15, 2025	
15			DAWYN R. HARRISON County Counsel
16			
17			By <u>HANNAH FLORES</u>
18			Deputy County Counsel
19			Attended for D1-intiff
20			Attorneys for Plaintiff THE PEOPLE OF THE STATE OF CALIFORNIA
21			
22	DATED:	June 4, 2025	ZwillGen PLLC
23			10
24			By Mille florebox
25			MICHAEL BLEICHER
26			Attorney for Defendant
27			PEACOCK TV, LLC
28			
	HOA.10529773		-3- FOR ENTRY OF JUDGMENT

# EXHIBIT 1

## NO FEE DUE GOV'T CODE § 6103

1 2	DAWYN R. HARRISON, County Counsel SCOTT KUHN, Assistant County Counsel	
	ANDREA ROSS, Principal Deputy Counsel STEVEN DE SALVO, Senior Deputy County Co	ounsel
3	IDA ANBARIAN, Deputy County Counsel HANNAH FLORES, Deputy County Counsel	
4	(SBN 305873) • <u>hflores@counsel.lacounty.gov</u>	
5	648 Kenneth Hahn Hall of Administration 500 West Temple Street	
6	Los Angeles, California 90012-2713	
7	Telephone: (213) 808-8793 · Fax: (213) 680-216	5
8	Attorneys for Plaintiff THE PEOPLE OF THE	
9	STATE OF CALIFORNIA	
10	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA
11	FOR THE COUNTY OF LOS AN	NGELES, CENTRAL DISTRICT
	THE PEOPLE OF THE STATE OF	CASE NO.
12	CALIFORNIA, by and through DAWYN R. HARRISON, County Counsel for	
13	the County of Los Angeles,	[PROPOSED] JUDGMENT AND INJUNCTION
14	Plaintiff,	(Unlimited Action)
15		(Unininited Action)
16	V.	
17	PEACOCK TV LLC, a limited liability	
18	company, a subsidiary of NBCUNIVERSAL MEDIA LLC	
19	Defendant.	
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	HOA.105338073.2	
	[PROPOSED] JUDGME	NT AND INJUNCTION

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 trial or adjudication of any fact or law, without this Judgment constituting evidence or admission 6 by Defendant regarding any issue of law or facts alleged in the Complaint on file, and without 7 Defendant admitting or denying any liability, and with all parties having waived their right to 8 9 appeal, and the Court having considered the matter and good cause appearing. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT: 10 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 People of the State of California. 17 **DEFINITIONS** 18 II. 19 3. The following terms in this Judgment shall have these meanings: a. "CALIFORNIA CONSUMER" means any person who sought, acquired, or  $\mathbf{20}$ 21 purchased any goods or services from Defendant and who had a billing address

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

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1	c.	"AUT	TOMATIC RENEWAL" means a plan or arrangement of a contract in which a
2		paid s	subscription or purchasing agreement is automatically renewed at the end of a
3		defini	ite term for a subsequent term.
4	d.	"CON	NTINUOUS SERVICE" means a plan or arrangement in which a subscription or
5		purch	asing agreement continues until the consumer cancels the service.
6	e.	"CLE	CAR AND CONSPICUOUS" means in larger type than the surrounding text, or
7		in cor	ntrasting 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 c	learly calls attention to the language. In the case of an audio disclosure, it means
10		in a v	olume and cadence sufficient to be readily audible and understandable.
11	f.	"AUT	TOMATIC RENEWAL OFFER TERMS" means the following CLEAR AND
12		CON	SPICUOUS 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	i	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	i	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. ALL	EGA	ΓΙΟΝS
26	4. The	e Peop	le's Complaint alleges that Defendant violated California Business and
27	Professions	s Code	e (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.

**8 || V. INJUNCTIVE RELIEF** 

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

#### 16

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#### **Automatic Renewal: Disclosure**

17 a. Failing to present the AUTOMATIC RENEWAL OFFER TERMS before the 18 subscription or purchase agreement is fulfilled and in visual proximity, or in the case 19 of an offer conveyed by voice, in temporal proximity to the request for consent to the 20offer. If the offer includes a free gift, the offer shall include a CLEAR AND 21 CONSPICUOUS explanation of any conditions a CALIFORNIA CONSUMER must 22 satisfy to receive that gift. If the offer also includes a trial, the offer shall include a 23 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 24 25 will change upon conclusion of the trial.

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## Automatic Renewal: Affirmative Consent

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. Failin	ng 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
28	
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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	<b>Uniform Electronic Transactions</b>
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	<b>Investigative Costs and Attorneys' Fees</b>
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	<u>Civil Penalties</u>
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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1	Office of County Counsel
2	Attn: Deputy County Counsel Hannah Flores
3	Kenneth Hahn Hall of Administration
4	500 West Temple Street, Suite 602
5	Los Angeles, California 90012
6	VII. ADDITIONAL PROVISIONS
7	12. Pursuant to Code of Civil Procedure Section 664.6, Bus. & Prof. Code Section 17203,
8	and the request of the Parties, the Court shall retain jurisdiction for the purpose of enforcing this
9	Judgment and enabling any Party to this Judgment to apply to the Court for such further orders
10	and directions as necessary and appropriate to construe, carry out, enforce, interpret, or modify
11	this Judgment, or to redress violations of this Judgment.
12	13. For the purposes of securing compliance with the terms of this Judgment, Defendant
13	shall, within thirty (30) days after the date of entry of this Judgment, provide each of its current
14	officers, directors, and executive committee members with a copy of this Stipulation.
15	14. Defendant shall keep custody of all documentation of its compliance with the notice
16	requirements of this Judgment for a period of three (3) years following the date of entry of this
17	Judgment.
18	15. The Parties shall bear their own attorney's fees and costs, except as provided herein.
19	16. Nothing in this Judgment shall relieve Defendant of its obligations to comply or as
20	prohibiting Defendant from complying, with all applicable local, state, and federal laws,
21	regulations, or rules; nor shall any provision of the Judgment be deemed permission to engage in
22	any acts or practices prohibited by such laws, regulations, or rules.
23	17. The payments made pursuant to paragraphs 9 and 11 above both constitute compensatory
24	restitution and remediation within the meaning of 26 United States Code Section 162(f)(2)(A).
25	As such, the Plaintiff shall cause to be completed and timely filed a Form 1098-F with the
26	Internal Revenue Service and shall timely furnish Copy B of such Form 1098-F to Defendant.
27	///
28	

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

3	a. To the People:
4	Scott Kuhn, Assistant County Counsel
5	Email: <u>skuhn@counsel.lacounty.gov</u>
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	JUDGE OF THE SUPERIOR COURT
27	JUDGE OF THE SUPERIOR COURT
28	
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