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BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

TODD SNYDER, INC.

Respondent.

Case No. ENF23-M-TO-26

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, which enforces the California Consumer Privacy Act of 2018 (CCPA), Civ. Code §§ 1798.100 – 1798.199.100, as amended.¹

2. Respondent is Todd Snyder, Inc., an Iowa corporation with its principal place of business at 150 West 25th Street, Floor 2, New York, NY 10001. Todd Snyder has conducted business within the State of California at all times relevant to this Stipulated Final Order.

II. JURISDICTION

¹ All statutory references are to California law unless otherwise indicated.

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

4. Pursuant to Government Code § 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.

III. DEFINITIONS

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

5. “Agency” means Complainant, the Enforcement Division of the California Privacy Protection Agency.

6. “Business” has the meaning provided in Civil Code § 1798.140(e).

7. “Collect” has the meaning provided in Civil Code § 1798.140(f).

8. “Consumer” has the meaning provided in Civil Code § 1798.140(i).

9. “CCPA” means the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100 – 1798.199.100, as amended.

10. “CCPA Requests” means Consumer requests submitted pursuant to the CCPA, specifically Civil Code §§ 1798.105, 1798.106, 1798.110, 1798.115, 1798.120, and 1798.121. CCPA Requests include Requests to Opt-out of Sale/Sharing.

11. “Cross-context Behavioral Advertising” has the meaning provided in Civil Code § 1798.140(k).

12. “Opt-out Preference Signal” means a signal that is sent by a platform, technology, or mechanism, on behalf of the Consumer, that communicates the Consumer choice to opt-out of the Sale and Sharing of Personal Information and that complies with the requirements set forth in Cal. Code Regs. tit. 11, § 7025(b).

13. “Personal Information” has the meaning provided in Civil Code § 1798.140(v), which includes the definition of “unique identifier” or “unique personal identifier” as set forth in Civil Code § 1798.140(aj).

14. “Privacy Policy” means the Todd Snyder privacy policy dated July 1, 2023 and published on the Website.

15. “Request to Opt-Out of Sale/Sharing” has the meaning provided in Cal. Code Regs. tit. 11, § 7001(cc).

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

17. “Sensitive Personal Information” has the meaning provided in Civil Code § 1798.140(ae).
18. “Share” or “Sharing” has the meaning provided in Civil Code § 1798.140(ah).
19. “Todd Snyder” means Respondent Todd Snyder, Inc.
20. “Verifiable Consumer Request” has the meaning provided in Civil Code § 1798.140(ak).
21. “Verify” has the meaning provided in Cal. Code Regs. tit. 11, § 7001(mm), and includes “Verification.”
22. “Website” means the website operated by Todd Snyder located at www.toddsnyder.com.

IV. FACTUAL FINDINGS

23. The Agency alleges the following facts.
24. Founded in 2011, Todd Snyder is a national retailer based in New York City that sells men’s clothing and accessories. The company ships clothing worldwide through its Website and operates more than a dozen retail stores in the United States, including five in California.
25. Todd Snyder Collects and processes the Personal Information of Consumers who interact with its Website and who shop in its brick-and-mortar stores in California. This processing occurred during the relevant time period and continues today.
26. Todd Snyder is a Business subject to the CCPA because it operates as a for-profit corporation that Collects Consumers’ Personal Information and determines the purposes and means of the processing of Consumers’ Personal Information.
27. Like many retailers, Todd Snyder annually Sells or Shares, in combination, the Personal Information of 100,000 or more Consumers or households.
28. The relevant time period is November 1, 2023 through December 31, 2024, unless otherwise indicated.
 - A. **For 40 Days, Todd Snyder Sold and Shared Consumers’ Personal Information Without Effectuating Their Opt-Out Preferences**
29. Like many online Businesses, Todd Snyder installs third-party tracking software on its Website.
30. These trackers include cookies, pixels, and other technologies that automatically send data about Consumers’ online behavior to third-party companies for a variety of purposes, including for analytics and Cross-context Behavioral Advertising.

31. Todd Snyder Shares Personal Information by disclosing it via automated tracking technologies to advertising networks for Cross-context Behavioral Advertising. *See* Civ. Code § 1798.140(ah)(1).

32. Todd Snyder told Consumers they could opt-out of device-based Sharing or Sales of their Personal Information through these tracking technologies by visiting the Cookie Preferences Center in the footer of the Website.

33. Despite Selling and Sharing Consumer's Personal Information through tracking technologies and *telling* Consumers that they could opt-out, the technical infrastructure told a different story. Behind the scenes, the Website's opt-out mechanism to enable Consumers to exercise their choices was not properly configured.

34. Specifically, for 40 days starting in late 2023, when Consumers clicked the link titled "Cookie Preferences Center," a consent banner (or "cookie banner") appeared to the side of the screen but instantaneously disappeared.

35. In the circumstances where the banner instantaneously disappeared it was impossible for Consumers to submit their Requests to Opt-out of Sale/Sharing.

36. The same configuration issue meant Consumers' Requests to Opt-out of Sale/Sharing submitted through Opt-out Preference Signals, such as the Global Privacy Control, were not processed.

37. Todd Snyder would have known that Consumers could not exercise their CCPA rights if the company had been monitoring its Website, but Todd Snyder instead deferred to third-party privacy management tools without knowing their limitations or validating their operation.

38. Todd Snyder likewise would have known about the issue if the company had taken steps to ensure that its mechanism for Consumers to submit Requests to Opt-out of Sale/Sharing was properly configured and functioning.

39. As a result, Consumers were prevented from submitting Requests to Opt-out of Sale/Sharing, including for Cross-context Behavioral Advertising purposes, and thus unable to exercise an important privacy right under California law for these 40 days.

B. Todd Snyder Applied a Verification Standard to Requests to Opt-Out of Sale/Sharing

40. Separately, Section 11 of Todd Snyder's Privacy Policy (titled "Additional Rights and Provisions for California Residents") contained a link to a "Privacy Portal" for Consumers to submit their CCPA Requests. Consumers who clicked on this link were redirected to an online webform ("Data Request Form") shown below:

Todd Snyder's Data Request Form²

* Email

* First Name

* Last Name

* Country of Residence
Select Country of Residence *

* Proof of Identity

Select Identification

Attention! To prove your identity you must provide a photo of yourself holding your identity document next to your face, where both are visible in the photo.
Must be under 8 MB.

* Requestor Type
Select Requestor Type *

* Request Type
Select Request Type *

Submit

41. Todd Snyder's Data Request Form enabled Consumers to submit different CCPA Requests by selecting the "Request Type," including "Do Not Sell or Share To A Third Party." As shown in the image above, Todd Snyder required Consumers to provide their first name, last name, email, country of residence, and a photograph of the Consumer holding their "identity document" to submit any request.

42. Todd Snyder required Consumers to submit this information in the Data Request Form, including their "identity document," regardless of the type of CCPA Request they submitted, including for Requests to Opt-out of Sale/Sharing.

43. Government identification, such as a driver's license, state identification card, or passport number, is considered Sensitive Personal Information under the CCPA. The CCPA separately defines Sensitive Personal Information because it encompasses Personal Information that, if disclosed or breached, could result in substantial harm to Consumers.

² The Data Request Form shown here was accessible via the section dedicated to California Consumers in Todd Snyder's Privacy Policy. A different webform was also accessible to Consumers if they clicked on "Data Privacy" in the footer of the Website.

44. The CCPA also distinguishes between CCPA Requests that require a Business to Verify that the Consumer making the request is the Consumer about whom the Business has collected information, and those CCPA Requests that do not require Verification. Specifically, Requests to Opt-Out of Sale/Sharing are not Verifiable Consumer Requests.

45. The CCPA regulations governing the submission of Requests to Opt-Out of Sale/Sharing are meant to ensure that Consumers can exercise these choices without undue burden. Civ. Code § 1798.185(a)(4); Cal. Code Regs. tit. 11, § 7060(b).

46. Thus, the CCPA prohibits Businesses from requiring Consumers to Verify themselves before processing Requests to Opt-Out of Sale/Sharing. Cal. Code Regs. tit. 11, §§ 7026(d), 7027(e), 7060(b). At most, Businesses may ask Consumers for information necessary to complete the request, such as information necessary to identify the Consumer within their systems. A Business may not, however, ask Consumers for more information than necessary to process their Requests to Opt-Out of Sale/Sharing. Civ. Code § 1798.135(c)(1); Cal. Code Regs. tit. 11, §§ 7026(d), 7027(e), 7060(b).

47. Requiring Verification for the processing of a Request to Opt-Out of Sale/Sharing impairs or interferes with the Consumer's ability to exercise those rights. The CCPA prohibits Businesses from requiring a Verifiable Consumer Request for Requests to Opt-Out of Sale/Sharing or providing methods for submitting CCPA Requests which have the effect of substantially subverting Consumers' choices. Cal. Code Regs. tit. 11, §§ 7004, 7026(d).

48. Todd Snyder's process for submitting Requests to Opt-Out of Sale/Sharing via the Data Request Form failed to distinguish CCPA Requests that required Verification and those that did not.

49. By using the same Data Request Form for all types of CCPA Requests, with no difference in the information required to process them, Todd Snyder unlawfully applied a Verification Standard to Requests to Opt-Out of Sale/Sharing.

C. Todd Snyder Required More Information than Necessary for Verifiable Consumer Requests

50. Compounding these violations, Todd Snyder unlawfully required Consumers to submit more information than necessary – including government identification – to exercise certain privacy rights.

51. When Verifying a Consumer's identity for Verifiable Consumer Requests, the CCPA requires the Business to consider a number of enumerated factors, and whenever feasible, match the identifying information provided by the Consumer to the Personal Information of the Consumer already maintained by the Business. Cal. Code Regs. tit. 11, § 7060(c). A Business must also avoid requesting more information than necessary. *Id.* § 7026(d).

52. The Business must also avoid collecting the types of Personal Information identified in Civil Code section 1798.81.5, subdivision (d) – which includes government identification – unless necessary for the purpose of Verifying the Consumer.

53. Consumers could make a purchase through the Website without ever submitting government identification. Todd Snyder's Data Request Form, however, required Consumers to submit government identification before they could make Verifiable Consumer Requests.

54. Making matters worse, government identification documents contain highly sensitive information that, if unlawfully accessed, may result in identity theft and financial fraud, or have other serious consequences for Consumers.

55. Consumers often refrain from submitting CCPA Requests that require such documentation due to privacy concerns and the potential for identity theft.

56. By requiring Consumers to submit government identification to exercise Verifiable Consumer Requests, instead of using other available data points, Todd Snyder unlawfully required Consumers to provide more information than necessary to exercise their CCPA rights and discouraged Consumers from submitting CCPA Requests.

57. Todd Snyder received complaints from Consumers about its Verification practices. For example, one Consumer wrote to the company, "I provided you with the necessary information to verify my identity and process my request. However," the Consumer continued, "I received a response from you asking me to send you a photo of my ID as an additional proof of identity."

58. Such a practice violates the CCPA because Businesses should not require Consumers to provide more information than is necessary to Verify their requests.

V. CONTINGENCY

59. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency ("Board"). Todd Snyder 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 Todd Snyder or its counsel. By signing the Stipulated Final Order, Todd Snyder 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

60. 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.

61. 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.

62. 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

IT IS HEREBY ORDERED that:

A. Administrative Fine

63. In accordance with Civil Code § 1798.199.55, Todd Snyder shall pay an administrative fine in the amount of three hundred forty-five thousand one hundred and seventy-eight dollars (\$345,178.00). 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.

D. Compliance with Law

64. Todd Snyder shall comply with the following provisions of the CCPA and its implementing regulations: Civil Code sections 1798.100, 1798.115, 1798.130, and 1798.135, and California Code Regulations title 11, sections 7004, 7013, 7025, 7026, 7050-7053, 7060, and 7100.

65. Todd Snyder shall implement and maintain methods for submitting Requests to Opt-out of Sale/Sharing in the following ways. These modifications shall apply to all of Todd Snyder's methods for submitting Requests to Opt-out of Sale/Sharing, including requests submitted by phone or online, unless otherwise specified.

- a. Todd Snyder shall not require Consumers to Verify Requests to Opt-Out of Sale/Sharing and shall not require Consumers making a Request to Opt-Out of Sale/Sharing to provide more information than is necessary to process the request.
- b. Todd Snyder shall ensure that its methods for submitting Requests to Opt-out of Sale/Sharing comply with the CCPA and its implementing regulations, including the requirements relating to Opt-out Preference Signals.
- c. Todd Snyder shall develop, implement, and maintain procedures to identify any disclosures of Personal Information that constitute Sales or Sharing, to ensure it appropriately processes Requests to Opt-out of Sale/Sharing for each such Sale or Sharing, including where such disclosures are made via third-party tracking technologies.

- d. Todd Snyder shall establish and implement, and thereafter maintain policies, procedures, and technical measures designed to monitor the effectiveness and functionality of its methods for submitting Requests to Opt-out of Sale/Sharing to ensure compliance with the CCPA.
- e. Todd Snyder shall ensure that it applies Opt-out Preference Signals to known Consumers in compliance with Cal. Code Regs., tit. 11, § 7025.

66. Todd Snyder shall complete implementation of any process and system changes to effectuate the modifications required by paragraph 65 within 90 days of the effective date of this Stipulated Final Order.

67. Todd Snyder shall not require Consumers making a Verifiable Consumer Request to provide more information than is necessary to process the request in accordance with the CCPA and its implementing regulations.

68. Todd Snyder shall develop, implement, and maintain procedures to ensure that all personnel handling Personal Information are informed of the Business' requirements under the CCPA and its implementing regulations relevant to their job functions. Within 90 days of the effective date of the Stipulated Final Order, Todd Snyder shall confirm in writing to the Enforcement Division that it has provided developed and implemented such procedures to inform all personnel handling Personal Information.

69. Todd Snyder shall maintain a contract management and tracking process to ensure that contractual terms required by the CCPA are in place with all external recipients of Personal Information. Within 180 days of the effective date of the Stipulated Final Order, Todd Snyder shall confirm in writing to the Enforcement Division that such contract management and tracking processes are in place.

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

VIII. ADDITIONAL GENERAL PROVISIONS

71. By entry of this Stipulated Final Order and following Todd Snyder's compliance with all the terms set forth in paragraphs 63-70, the Agency releases Todd Snyder 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.

72. Nothing in this Stipulated Final Order shall be construed as relieving Todd Snyder of its 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.

73. Todd Snyder 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.

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

75. Todd Snyder admits the truth of the factual findings in paragraphs 24-27 this Stipulated Final Order but otherwise neither admits nor denies the remaining factual findings in this Stipulated Final Order. Todd Snyder does not admit liability for any violation of the CCPA, actual or alleged. Todd Snyder agrees to be bound by the terms of this Stipulated Final Order.

76. Todd Snyder hereby 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, Todd Snyder consents to this Stipulated Final Order becoming final.

77. This Stipulated Final Order shall bind Todd Snyder's subsidiaries, heirs, administrators, executors, successors, and transferees.

78. Notwithstanding paragraph 70, 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 Todd Snyder for the time spent and costs incurred in prosecuting such action.

79. 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.

80. 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@coppa.ca.gov

To the Respondent:

Todd Snyder, Inc.
Attn: Privacy Counsel
77 Hot Metal Street
Pittsburgh, PA 15203

cc: privacy@toddsnyder.com

81. 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.

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

IX. SIGNATURES

RESPONDENT
TODD SNYDER, INC.

DATED: April 23, 2025

BY: 
Beth M. Henke
Senior Vice President, General Counsel

TODD SNYDER, INC.

AS TO FORM AND CONTENT:


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COMPLAINANT
THE CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

DATED: April 23, 2025

BY: 
MICHAEL S. MACKO
Deputy Director of Enforcement



LARA KEHOE HOFFMAN
Assistant Chief Counsel



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