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19 *Attorneys for Plaintiff United States of America*

20 **UNITED STATES DISTRICT COURT**
21 **NORTHERN DISTRICT OF CALIFORNIA**

22 UNITED STATES OF AMERICA,

23 *Plaintiff,*

24 v.

25 ADOBE, INC., a corporation,
26 MANINDER SAWHNEY,
27 individually, and DAVID
28 WADHWANI, individually,

Defendants.

Case No. 5:24-cv-03630-NW-SVK

**STIPULATION OF PARTIES
FOR ENTRY OF ORDER FOR
PERMANENT INJUNCTION,
CIVIL PENALTY JUDGMENT,
AND OTHER RELIEF**

1 Plaintiff United States of America, acting upon notification and referral from the
2 Federal Trade Commission (“FTC”), filed its Complaint For Permanent Injunction, Civil
3 Penalty Judgment, And Other Relief, against Defendants Adobe, Inc., Maninder Sawhney,
4 and David Wadhvani, for alleged violations of the Restore Online Shoppers’ Confidence
5 Act (“ROSCA”). The Parties have resolved all issues in this matter through the Proposed
6 Stipulated Order, which is Attachment A to this Stipulation. The Parties submit that good
7 cause exists for the Court to enter the Stipulated Order.

8 “Because of the unique aspects of settlements, a district court should enter a
9 proposed consent judgment if the court decides that it is fair, reasonable and equitable and
10 does not violate the law or public policy.” *Sierra Club, Inc. v. Elec. Controls Design, Inc.*,
11 909 F.2d 1350, 1355 (9th Cir. 1990) (citing *Citizens for a Better Environment v. Gorsuch*,
12 718 F.2d 1117, 1125-26 (D.C. Cir. 1983)); see *SEC v. Randolph*, 736 F.2d 525, 529 (9th
13 Cir. 1984). In approving a settlement, a court “need not inquire into the precise legal rights
14 of the parties nor reach and resolve the merits of the claims or controversy.” *Gorsuch*, 718
15 F.2d at 1126 (quoting *Metro. Hous. Dev. Corp. v. Vill. Of Arlington Heights*, 616 F.2d
16 1006, 1014 (7th Cir. 1980)). Rather, “[a]s long as the consent decree comes within the
17 general scope of the case made by the pleadings, furthers the objectives upon which the
18 law is based, and does not violate the statute upon which the complaint was based, the
19 parties’ agreement may be entered by the court.” *Sierra Club*, 909 F.2d at 1355 (quoting
20 *Loc. No. 93, Int’l Ass’n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S.
21 501, 525-26 (1986) (quoting *Pacific R. Co. v. Ketchum*, 101 U.S. 289, 297 (1880)))
22 (alterations and internal quotation marks omitted).

23 The Stipulated Order is fair, reasonable, and equitable. Specifically, the Stipulated
24 Order will provide just relief based on the allegations in the Complaint, including
25 appropriate injunctive relief, civil penalties, and free services to consumers, pursuant to
26 Sections 5(m)(1)(A) and 13(b) of the Federal Trade Commission Act, 15 U.S.C. §§
27 45(m)(1)(A) and 53(b), and the Restore Online Shoppers’ Confidence Act, 15 U.S.C. §
28 8404. Defendants neither admit nor deny the allegations in the Complaint, except as

1 specifically stated in the Stipulated Order. Both parties support the entry of the Stipulated
2 Order. In light of this agreed-upon resolution of this action, the Parties respectfully request
3 that the Court enter the Stipulated Order.

4
5 Dated: March 13, 2026

Respectfully submitted,

6 /s/ Benjamin M. Mundel

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FILER ATTESTATION

I, Zachary L. Cowan, am the ECF User whose identification and password are being used to file the foregoing document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that all signatories have concurred in this filing.

Dated: March 13, 2026

/s/ Zachary L. Cowan
ZACHARY L. COWAN
Trial Attorney

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

ADOBE, INC., a corporation,
MANINDER SAWHNEY, individually, and
DAVID WADHWANI, individually,

Defendants.

Case No. 5:24-cv-03630-NW-SVK

**STIPULATED ORDER FOR
PERMANENT INJUNCTION,
CIVIL PENALTY JUDGMENT, AND
OTHER RELIEF**

1 Plaintiff United States of America and Defendants Adobe, Inc., Maninder Sawhney, and David
2 Wadhvani, hereby stipulate to the entry of this Stipulated Order for Permanent Injunction, Civil Penalty
3 Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

4 THEREFORE, IT IS ORDERED as follows:

5 **FINDINGS**

6 1. This Court has jurisdiction over this matter.

7 2. The Complaint alleges that Defendants violated Section 4 of the Restore Online Shoppers’
8 Confidence Act (“ROSCA”), 15 U.S.C. § 8403, in connection with its marketing and sale of subscriptions
9 for its design and productivity software applications.

10 3. Defendants neither admit nor deny any of the allegations in the Complaint, except as
11 specifically stated in their Answer and in this Order. Only for purposes of this action, Defendants admit
12 the facts necessary to establish jurisdiction.

13 4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28
14 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear
15 their own costs and attorney fees.

16 5. Defendants waive all rights to appeal or otherwise challenge or contest the validity of this
17 Order.

18 **DEFINITIONS**

19 For the purpose of this Order, the following definitions apply:

20 A. **“Billing Information”** means any data that enables any person to access a customer’s
21 account, such as a credit card, checking, savings, or similar financial account, utility bill, mortgage loan
22 account, or debit card.

23 B. **“Charge,” “Charged,” or “Charging”** means any attempt to collect money or other
24 consideration from a consumer, including causing Billing Information to be submitted for payment,
25 including against a consumer’s credit card, debit card, bank account, or other financial account.

26 C. **“Clear(ly) and Conspicuous(ly)”** means that a required disclosure is difficult to miss (*i.e.*,
27 easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
28

1 1. In any communication that is solely visual or solely audible, the disclosure must be made
2 through the same means through which the communication is presented. In any communication made
3 through both visual and audible means, such as a television advertisement, the disclosure must be
4 presented simultaneously in both the visual and audible portions of the communication even if the
5 representation requiring the disclosure is made in only one means.

6 2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other
7 characteristics, must stand out from any accompanying text or other visual elements so that it is easily
8 noticed, read, and understood.

9 3. An audible disclosure, including by telephone or streaming video, must be delivered in a
10 volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

11 4. In any communication using an interactive electronic medium, such as the Internet or
12 software, the disclosure must be unavoidable, which means it is not placed behind a hyperlink, link out,
13 or other similar mechanism requiring user engagement in order to access or reveal the disclosure.

14 5. The disclosure must use diction and syntax understandable to ordinary consumers and must
15 appear in each language in which the representation that requires the disclosure appears.

16 6. The disclosure must comply with these requirements in each medium through which it is
17 received, including all electronic devices and face-to-face communications.

18 7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else
19 in the communication.

20 8. When the representation or sales practice targets a specific audience, such as children, the
21 elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

22 D. **“Covered Good or Service”** means one or more of the following Adobe products or
23 services offered through a subscription with a Negative Option Feature in the United States: Creative
24 Cloud Pro, Acrobat, Photoshop, Premiere, Illustrator, Adobe Stock, Adobe Express, InDesign, After
25 Effects, Adobe Substance 3D Stager, Adobe Substance 3D Painter, Adobe Substance 3D Sampler, Adobe
26 Substance 3D Designer, Adobe Substance 3D Modeler, Photoshop Express, Frame.io, Adobe Fresco,
27 Media Encoder, Adobe Color, Capture, Behance, Portfolio, Audition, Animate, Bridge, Character
28

1 Animator, Dreamweaver, Mixamo, and Lightroom, any product or service similar to any of the foregoing,
2 or any successor products or services of any of the foregoing.

3 E. **“Negative Option Feature”** means, in an offer or agreement to sell or provide any product
4 or service, a provision under which the consumer’s silence or failure to take affirmative action to reject a
5 product or service or to cancel the agreement is interpreted by the seller or provider as acceptance or
6 continuing acceptance of the offer.

7 F. **“Free Trial”** means the offering of a Covered Good or Service trial subscription on a
8 temporary, free basis, and includes such trials that convert, at the end of a defined period, into a paid for
9 subscription, unless a consumer takes steps to prevent or stop such Charges.

10 **ORDER**

11 **I. REQUIRED DISCLOSURES**

12 IT IS ORDERED that Defendants, their officers, agents, employees, and attorneys, and all other
13 persons in active concert or participation with any of them, who receive actual notice of this Order,
14 whether acting directly or indirectly, in connection with promoting or offering for sale any Covered Good
15 or Service with a Negative Option Feature, including any Free Trial, are permanently restrained and
16 enjoined from failing to Clearly and Conspicuously disclose all material terms of such a transaction
17 involving a Negative Option Feature before obtaining the consumer’s billing information.

18 For any Covered Good or Service, this includes, but is not limited to, the following material terms:

19 A. that subscribers will be automatically Charged, and how often they will be Charged, until
20 they take steps to prevent or stop such Charges;

21 B. the duration of any subscription commitment (*e.g.*, an annual commitment or monthly
22 commitment), and the periodic amount owed during the duration of that commitment;

23 C. the existence of any early cancellation fee in connection with any commitment; and

24 D. how the early cancellation fee is calculated (for applicable products), which must be
25 Clearly and Conspicuously disclosed within the main body of any enrollment flow. This disclosure must
26 appear on at least one page in the enrollment flow where a consumer does any of the following: receives
27 plan pricing information, provides billing information or payment, or selects or signs up for a plan. For
28 the avoidance of doubt, this requirement does not require any of these specific pages to be included in the

1 enrollment flow or to be included as separate, discrete pages. This disclosure must use diction and syntax
2 that is understandable to ordinary consumers in a way that enables them to readily calculate the fee that
3 would apply in any situation.

4 For purposes of this Order, none of the disclosures required by Sections I.A-D above can be made
5 only in a way that requires navigating to a separate window or page, such as by clicking a hyperlink, link,
6 tooltip, or other similar mechanism.

7 IT IS FURTHER ORDERED that, for any Covered Good or Service, to the extent that the main
8 body of any enrollment flow does not Clearly and Conspicuously state either the dollar amount of any
9 applicable cancellation fee or the potential dollar amount range of any applicable cancellation fee which
10 varies according to when a consumer cancels or any other dynamic factors, Adobe shall maintain a
11 separate webpage that is linked to from the body of the enrollment flow and includes additional
12 information about any applicable early termination fee, including the specific dollar amount or, where the
13 applicable cancellation fee varies according to when a consumer cancels or any other dynamic factors, the
14 way the cancellation fee is calculated and the specific dollar amount range of what the fee could be.

15 **II. FREE TRIAL REMINDER EMAIL NOTIFICATIONS**

16 IT IS FURTHER ORDERED that Defendants, their officers, agents, employees, and attorneys,
17 and all other persons in active concert or participation with any of them, who receive actual notice of this
18 Order, in promoting or offering for sale any Free Trial as part of a Covered Good or Service, are required
19 to provide email (or similar electronic) notifications containing certain conspicuous disclosures to
20 consumers who have signed up for the Free Trial when the consumer signs up for the free trial, and two
21 days prior to conversion of the Free Trial into a paid subscription for free trials that last longer than 7 days.

22 These emails must provide Clear and Conspicuous disclosures of the following information:

23 A. that the consumer has signed up for a Free Trial that will convert into a paid subscription,
24 if not cancelled beforehand, on [DATE];

25 B. the duration of any applicable subscription commitment after the Free Trial converts into
26 a paid subscription;

27 C. the existence of any early cancellation fee in connection with the subscription after the Free
28 Trial converts into a paid subscription;

1 D. how the early cancellation fee is calculated (for applicable products); and

2 E. the dollar amount of any applicable cancellation fee, or where the applicable cancellation
3 fee varies according to when a consumer cancels or any other dynamic factors, the way the cancellation
4 fee is calculated and the dollar amount range of what the fee could be.

5 **III. OBTAINING EXPRESS INFORMED CONSENT**

6 IT IS FURTHER ORDERED that Defendants, their officers, agents, employees, and attorneys,
7 and all other persons in active concert or participation with any of them, who receive actual notice of this
8 Order, whether acting directly or indirectly, in connection with promoting or offering for sale any Covered
9 Good or Service with a Negative Option Feature, are permanently restrained and enjoined from failing to
10 obtain the consumer's express informed consent before Charging the consumer. In obtaining such express
11 informed consent, they must obtain the consumer's express, affirmative consent to the Negative Option
12 Feature and any applicable cancellation fee.

13 **IV. SIMPLE CANCELLATION MECHANISMS**

14 IT IS FURTHER ORDERED that Defendants, their officers, agents, employees, and attorneys,
15 and all persons in active concert or participation with any of them, who receive actual notice of this Order,
16 whether acting directly or indirectly, in connection with promoting or offering for sale any Covered Good
17 or Service with a Negative Option Feature, are permanently restrained and enjoined from failing to provide
18 simple mechanisms for a consumer to: cancel the Negative Option Feature; avoid being Charged, or
19 Charged an increased amount, for the good or service; and immediately stop any recurring Charges. The
20 simple mechanisms must be easy for consumers to find and must not be difficult, costly, confusing, or
21 time consuming, and must be provided through the same medium the consumer used to consent to the
22 Negative Option Feature.

23 Defendants must not have a process intended to generally require a consumer to engage in any
24 interaction with employees or agents (such as customer support agents, whether through phone, an online
25 chat function, or other means) if such interaction was not required for the consumer to sign up for a
26 subscription. Similarly, if a consumer was able to sign up for a subscription by navigating an online flow
27 and clicking a subscription button, the consumer must generally be able to cancel the subscription by
28 navigating an online flow and clicking a cancellation button.

1 The simple mechanism may not be deactivated, removed, or rendered inaccessible or unusable for
2 any consumers based on the timing of the cancellation attempt, issues with a consumer's payment or
3 billing card or information, or based on the particular consumer segment or category of subscriber into
4 which the consumer falls. Defendants can ensure that a customer pays outstanding balances prior to
5 cancelling.

6 **V. MONETARY JUDGMENT AND OTHER RELIEF**

7 IT IS FURTHER ORDERED that:

8 A. Judgment in the amount of Seventy-Five Million Dollars (\$75,000,000) is entered in favor
9 of Plaintiff against Defendant Adobe, Inc., as a civil penalty. Adobe is ordered to pay to Plaintiff, by
10 making payment to the Treasurer of the United States, Seventy-Five Million Dollars (\$75,000,000). Such
11 payment must be made within fourteen (14) days of entry of this Order by electronic fund transfer in
12 accordance with instructions provided by a representative of Plaintiff.

13 B. Adobe relinquishes domain and all legal and equitable right, title, and interest in all assets
14 transferred pursuant to this Order and may not seek the return of any assets.

15 C. The facts alleged in the Complaint will be taken as true, without further proof, in any
16 subsequent civil litigation by Plaintiff or the Commission in a proceeding to enforce its rights to any
17 payment or monetary judgment pursuant to this Order.

18 D. Adobe agrees that this monetary judgment represents a civil penalty owed to the United
19 States, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the
20 Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

21 E. Adobe acknowledges that its Taxpayer Identification Numbers, which Adobe must submit
22 to Plaintiff, may be used for collecting and reporting on any delinquent amount arising out of this Order,
23 in accordance with 31 U.S.C. § 7701.

24 F. Adobe further agrees to offer consumers Seventy-Five Million Dollars (\$75,000,000) in
25 free services. The parties agree that these free services are not compensation for actual pecuniary loss, if
26 any.

1 **VI. ORDER ACKNOWLEDGMENTS**

2 IT IS FURTHER ORDERED that Defendants obtain acknowledgment of receipt of this Order.

3 A. Each Defendant, within seven (7) days of entry of this Order, must submit to Plaintiff and
4 the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury;

5 B. For five (5) years after entry of this Order, Defendant Adobe, Inc. must deliver a copy of
6 this Order to: (1) all principals, officers, directors, managers, and members; (2) all employees having
7 managerial responsibilities for conduct related to the subject matter of the Order and all agents and
8 representatives who participate in conduct related to the subject matter of the Order; and (3) any business
9 entity resulting from any change in structure as set forth in the Section titled Compliance Reporting.
10 Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery
11 must occur before they assume their responsibilities.

12 C. From each individual or entity to which a Defendant delivered a copy of this Order, that
13 Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

14 **VII. COMPLIANCE REPORTING**

15 IT IS FURTHER ORDERED that Defendants make timely submissions to the Commission and
16 Plaintiff:

17 A. One year after entry of this Order, each Defendant must submit a compliance report, sworn
18 under penalty of perjury:

19 1. Each Defendant must: (a) identify the primary physical, postal, and email address and
20 telephone number, as designated points of contact that representatives of the Commission and Plaintiff
21 may use to communicate with Defendant; (b) describe the activities of each Negative Option Feature
22 related to the Covered Goods and Services; (c) describe in detail whether and how that Defendant is in
23 compliance with each Section of this Order; and (d) provide a copy of each Order Acknowledgment
24 obtained pursuant to this Order, unless previously submitted to the Commission or Plaintiff.

25 B. For five (5) years after entry of this Order, each Defendant must submit a compliance
26 notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

27 1. Defendant Adobe, Inc. must report any change in: (a) any designated point of contact; or
28 (b) the structure of any entity that Defendant Adobe, Inc. has any ownership interest in or controls directly

1 or indirectly that may affect compliance obligations arising under this Order, including: creation, merger,
2 sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices
3 subject to this Order.

4 C. Each Defendant must submit to the Commission and Plaintiff notice of the filing of any
5 bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within
6 fourteen (14) days of its filing.

7 D. Any submission to the Commission or Plaintiff required by this Order to be sworn under
8 penalty of penalty of perjury must be and accurate and comply with 28 U.S.C. § 1746, such as by
9 concluding: “I declare under penalty of perjury under the laws of the United States of America that the
10 foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title
11 (if applicable), and signature.

12 E. Unless otherwise directed by a Commission or Plaintiff representative in writing, all
13 submissions to the Commission and Plaintiff pursuant to this Order must be emailed to
14 consumer.compliance@usdoj.gov, DEbrief@ftc.gov, and to counsel of record for this matter. The subject
15 line must begin: US v. Adobe., 5:24-cv-03630 (N.D. Cal.).

16 **VIII. RECORDKEEPING**

17 IT IS FURTHER ORDERED that Defendant Adobe, Inc. must create certain records for five (5)
18 years after entry of the Order, and retain each such record for 5 years. Specifically, Defendant Adobe, Inc.
19 must create and retain the following records in connection with Negative Option Feature related to
20 Covered Goods or Services:

21 A. Accounting records showing the revenues from all such products or services sold;

22 B. Records of consumer complaints and refund requests received in writing concerning the
23 subject matter of this Order, whether received directly or indirectly, such as through a third party, and any
24 response;

25 C. All records necessary to demonstrate full compliance with each provision of this Order,
26 including all submissions to the Commission or Plaintiff; and

27 D. An exemplary digital version of each page or screen of the enrollment and cancellation
28 processes for the United States market, including what appears behind all links, hover-overs, tooltips, etc.,

1 on those pages, for products and services sold with a Negative Option feature for all platforms,
2 applications, and devices.

3 **IX. COMPLIANCE MONITORING**

4 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with
5 this Order and any failure to transfer any assets as required by this Order:

6 A. Within 30 days of receipt of a written request from a representative of the Commission or
7 Plaintiff, each Defendant must: submit additional compliance reports or other requested information,
8 which must be sworn under penalty of perjury; appear for depositions; and produce documents for
9 inspection and copying. The Commission and Plaintiff are also authorized to obtain discovery, without
10 further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30
11 (including depositions by remote means), 31, 33, 34, 36, 45, and 69.

12 B. For matters concerning this Order, the Commission and Plaintiff are authorized to
13 communicate directly with each Defendant. Defendant Adobe, Inc. must permit representatives of the
14 Commission and Plaintiff to interview any employee or other Person affiliated with Adobe who has agreed
15 to such an interview. The Person interviewed may have counsel present.

16 C. The Commission and Plaintiff may use all other lawful means, including posing, through
17 its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual
18 or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this
19 Order limits Plaintiff's or the Commission's lawful use of compulsory process, including pursuant to
20 Sections 9 and 20 of the Federal Trade Commission Act, 15 U.S.C. §§ 49, 57b-1.

21 **X. ORDER TERMINATION DATE**

22 IT IS FURTHER ORDERED that this Order will remain in effect for 10 years after its entry by
23 this Court, after which point it will expire and no longer impose any requirements on Defendants.

24 **XI. RETENTION OF JURISDICTION**

25 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of
26 construction, modification, and enforcement of this Order.

1 **SO STIPULATED AND AGREED:**

2 **FOR PLAINTIFF UNITED STATES OF AMERICA:**

3 BRETT A. SHUMATE
4 Assistant Attorney General
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Date: March 12, 2026

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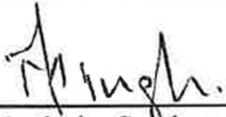
FOR DEFENDANT ADOBE INC.:


Michael Berta
Adobe Inc.

Date: 3-12-26

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1 **FOR DEFENDANT MANINDER SAWHNEY:**

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3 Maninder Sawhney, individually

Date: 3/11/2026

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FOR DEFENDANT DAVID WADHWANI:

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David Wadhvani, individually

Date: 3/11/26

FOR ALL DEFENDANTS:



Date: 3/12/26

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