

Date of Hearing: April 16, 2026

Fiscal: Yes

ASSEMBLY COMMITTEE ON PRIVACY AND CONSUMER PROTECTION

Rebecca Bauer-Kahan, Chair

AB 1921 (Ward) – As Amended April 6, 2026

SUBJECT: Server-connected games: updates and support period

SYNOPSIS

On April 8th, 2018, the World Economic Forum tweeted out a slideshow titled “8 predictions for the world in 2030.” The first prediction, written in bold white text over a man smiling in slow motion towards the camera, simply stated “You will own nothing. And you will be happy”.¹

Over the past thirty years, as the world’s economy has shifted online and products that were once stocked by brick-and-mortar stores have transitioned into digital formats, the concept of “ownership” has fundamentally changed. In the old world, ownership was closely tied to possession: when a consumer bought a book, record, or video cassette, they acquired a tangible object along with the ability to lend, sell, or use it indefinitely. By contrast, in the new digital world, transactions that appear to involve transfers of ownership are often revealed upon closer inspection to be licensing agreements. The prevalence of these digital licenses has complicated consumers’ understanding of what it means to “own” something. Video games are one example of a digital product that is licensed, rather than bought, despite consumers’ common understanding of terms like “buy” and “purchase” suggesting otherwise. In the past 10 years, the prevalence of “always-online” games that require persistent internet connections, even for single-player features, has led to consternation and feelings of betrayal on the part of purchasers whose access to games can suddenly be revoked.

This author-sponsored bill would require an operator of a digital game to provide notice before sunseting a service necessary for the ordinary use of a game by a purchaser, and upon sunseting the service, to either facilitate the continued use of the game or provide purchasers with a refund. The bill would prohibit an operator from continuing to sell an unsupported game. The bill is supported by Stop Killing Games and Consumer Reports. It is opposed by the Entertainment Software Association. If passed by this Committee, the bill will next be referred to the Judiciary Committee.

EXISTING LAW:

- 1) Provides that Congress has the power to promote the progress of science and useful arts by securing for limited times to authors and inventors the exclusive right to their writings and discoveries. (U.S. Const., art. I, § 8, cl. 8.)
- 2) Establishes the Copyright Act, which grants an owner of copyright to exclusive right to do and authorize reproduction of the work, derivative works, distribution of copies of the work, and performances or displays of the work. (17 U.S.C. § 106.)

¹ World Economic Forum, “8 predictions for the world in 2030,” X, (Apr. 9, 2018), <https://x.com/wef/status/983378870819794945>.

- 3) Provides that nothing in the Copyright Act limits any rights or remedies under State laws with respect to, among other things, activities violating legal or equitable rights that are not equivalent to any of the exclusive rights specified by (2), above. (*Id.* § 301(b)(3).)
- 4) Prohibits any person from circumventing a technological measure that effectively controls access to a protected work under the Copyright Act, except as provided by (5) below. (*Id.* § 1201(a)(1)(A).)
- 5) Exempts from the prohibition detailed in (4) any user of a class of copyrighted work whose noninfringing use of the work is adversely affected by the prohibition. Requires the Librarian of Congress to determine via rulemaking which classes of users are subject to this exemption, and provides criteria to assist the Librarian in making this determination. (*Id.* (B-D).)
- 6) Defines “digital good” to mean a digital audiovisual work, digital audio work, digital book, digital code, or digital application or game, whether electronically or digitally delivered or accessed. Excludes from the definition of “digital good” a cable television service, satellite relay television service, or any other distribution of television, video, or radio service. (Bus. & Prof. Code § 17500.6.)
- 7) Defines “digital application or game” to mean any application or game that a person accesses and manipulates using a specialized electronic gaming device, computer, mobile device, tablet, or other device with a display screen, including any add-ons or additional content for that application or game. (Bus. & Prof. Code § 17500.6.)
- 8) Provides that it is unlawful for a seller of a digital good to advertise or offer for sale a digital good to a purchaser with the terms “buy,” “purchase,” or any other term which a reasonable person would understand to confer an unrestricted ownership interest in the digital good, or alongside an option for a time-limited rental, unless the seller either:
 - a. Receives an affirmative acknowledgement from the purchaser that the purchaser is receiving a license to access the digital good, along with a complete list of restrictions and conditions of the license, and that access to the digital good may be unilaterally revoked by the seller if they no longer hold a right to the digital good.
 - b. Provides to the consumer before executing each transaction a clear and conspicuous statement that both states in plain language that “buying” or “purchasing” the digital good is a license, and includes a method to access the terms and conditions that provide full details on the license. (Bus. & Prof. Code § 17500.6.)

THIS BILL:

- 1) Defines the following terms:
 - a. “Digital game” means any game that a person accesses and manipulates using a specialized electronic gaming device, computer, mobile device, tablet, or other device with a display screen, including any add-ons or additional content for that game.
 - b. “Digital game operator” means a publisher, developer, or other person or entity that controls whether a purchaser of a digital game can make ordinary use of the digital game, including, but not limited to, controlling authentication systems, server access, digital

rights management, or required software updates. “Digital game operator” does not include a person or entity that provides general-purpose hosting, cloud computing, storage, network services, or an online platform or marketplace for the distribution of a digital game, but that does not control whether a purchaser may make ordinary use of the digital game.

- c. “Ordinary use” means a purchaser’s ability to use the core features of a digital game, consistent with the reasonable expectations of a purchaser based on how the digital game was advertised, marketed, or otherwise described by the digital game operator at the time of purchase.
- 2) Requires, sixty days before ceasing to provide services necessary for the ordinary use of a digital game, a digital game operator to communicate all of the following information to purchasers and prospective purchasers of the game through both direct in-game notifications and by posting the information to the operator’s internet website:
 - a. The date on which those services will no longer be available.
 - b. Which services will no longer be provided.
 - c. Which game features will no longer be available.
 - d. Any known security risks resulting from the cessation of services.
 - e. How the purchaser can continue to use the digital game or obtain a refund.
 - 3) Requires a digital game operator to provide a purchaser of a digital game with one or more of the following, beginning on the date the operator ceases to provide services necessary for the ordinary use of the game:
 - a. A version of the game that can be used independent of those services.
 - b. A patch or update to the game that enables its continued use independent of those services.
 - c. A refund in an amount equal to the full purchase price paid for the digital game by the operator.
 - 4) Prohibits a digital game operator from continuing to sell, lease, or otherwise distribute a version of a digital game that cannot be used independent of services provided by the operator, beginning on the date the operator ceases to provide those services.
 - 5) Provides that the bill does not apply to any of the following:
 - a. Any subscription-based service that advertises or offers for sale access to any digital game solely for the duration of the subscription.
 - b. Any digital game that is advertised or offered to a person for no monetary consideration.

- c. Any digital game that is advertised or offered to a person that the seller cannot revoke access to after the transaction, which includes making the digital game available at the time of purchase for permanent offline download to an external storage source to be used without a connection to the internet.
- 6) Provides that actions for relief under the bill can be prosecuted exclusively in a court of competent jurisdiction in a civil action brought in the name of the people of the State of California by the Attorney General or by any district attorney.

COMMENTS:

1) **Author’s statement.** According to the author:

AB 1921 aims to protect video game users against unexpected shutdowns of their digital games. When a game operator stops supporting a live-service game server, that game becomes inoperable for users who purchased a license with the expectation of continual access. This bill requires user notifications before the end of server support and ensures that paid users walk away with either a playable version of the game or a refund once services cease. As consumers increasingly enjoy entertainment and engage in hobbies via digital goods, furthering digital consumer protection and transparency in this space is essential.

2) **Ownership of digital products.** Over the past several decades, the concept of ownership has undergone a profound shift as society has moved from a primarily physical world to one that increasingly exists in online digital spaces. In the old world, ownership was closely tied to possession: when a consumer bought a book, record, or video cassette, they acquired a tangible object along with the ability to lend, sell, or use it indefinitely. By contrast, in the new digital world, transactions that appear to involve transfers of ownership – even using familiar words like “buy” and “purchase” – are often revealed to be licensing agreements upon closer inspection.²

A consumer paying \$50 to acquire a digital ebook, album, or movie fundamentally has fewer rights with respect to that property than a consumer paying \$50 to obtain a physical copy of the same. A digital consumer will frequently find their access to be governed by terms of service restricting their ability to transfer, modify, or even continue to use the product beyond a certain date – if a piece of content is removed from a platform, or a user loses access to an account, or breaks a term or condition of a license, the “purchased” content can vanish into thin air. A loss of property of this magnitude would have been nearly unthinkable in the physical era, absent a house fire or burglary. In the digital era, the property was never the consumer’s to lose.

Video games. Video games span the transition between the old physical world and the new digital world, offering a particularly visceral lens into the evolution of ownership rights over that period. Beginning in 1983, the first four major Nintendo home consoles – the Nintendo Entertainment System, Super Nintendo Entertainment System, Nintendo 64, and Nintendo GameCube – relied on physical cartridges or disks containing the full data of a particular video game. When a player purchased a physical game, they effectively possessed a complete, self-contained copy of the game that could be played indefinitely without internet access, or shared or

² Winston Cho, “You Don’t Actually Own That Movie You Just ‘Bought.’ A New Class Action Lawsuit Targets Amazon,” *The Hollywood Reporter*, (Aug. 25, 2025), <https://www.hollywoodreporter.com/business/business-news/prime-video-lawsuit-movie-license-ownership-1236353127/>.

resold by the purchaser. Control was largely in the hands of the user: so long as the hardware functioned, the game remained accessible.

In 2006, the Nintendo Wii introduced a major innovation to the Nintendo gaming ecosystem in the form of internet connectivity. Wii owners in different parts of the world could play against one another via internet servers operated by the developers and publishers of multiplayer games. Less obviously, online functionality imposed something of an expiration date onto multiplayer games: when a developer or publisher decided to sunset a server that supported multiplayer functionality, those features could no longer be used by the purchaser of the game.

While the Wii and its successor, the WiiU, still relied on physical media in the form of optical disks, games on these systems increasingly incorporated online features, internet-dependent updates, and account-based services. By the time the Nintendo Switch released in 2017, digital storefronts had become central to the gaming ecosystem. Players could purchase and download games without ever visiting a brick-and-mortar store. Even when games were sold physically they often required downloads, updates, or online authentication to function as intended. Most recently, the Nintendo Switch 2 has introduced the concept of the “game-key card,” blurring the line between physical and digital ownership even further. These physical cartridges can be purchased in brick-and-mortar stores, and are manufactured using real plastic, but do not actually contain a copy of the advertised game; instead, according to Nintendo, “the game-key card is your ‘key’ to downloading the full game to your system via the internet.”³

For personal computer (PC) games, this shift away from traditional ownership has been even more pronounced. Unlike console ecosystems, where physical media has (at least until recently) provided something of a floor on purchasers’ loss of control over their own games, PC games have long been distributed exclusively through digital platforms like Steam. According to a recent analysis performed by Demandsage, 75% of all PC game purchases occur on Steam.⁴ Each of these sales represents a license tied to a user’s account, rather than a genuine transfer of ownership. Many titles additionally rely on internet-dependent launchers, online authentication, or third-party servers – as such, access to these games can be restricted, altered, or revoked with little recourse.

The Stop Killing Gaming movement. The “Stop Killing Games” movement is a grassroots consumer advocacy effort that emerged in 2024 in response to the video game “The Crew” being shut down by its developer Ubisoft.⁵ Though “The Crew” was primarily a single-player racing game, it required a persistent internet connection to use, and when the game’s developer Ubisoft shut down the servers facilitating that usage in 2024, purchasers of the game lost their ability to play it.⁶ Ubisoft offered refunds to people who had “recently” purchased the game, but neglected

³ Nintendo, “Nintendo Switch 2 Game-Key Card Overview,” https://en-americas-support.nintendo.com/app/answers/detail/a_id/68415/~nintendo-switch%26nbsp%3B2-game-key-card-overview.

⁴ Naveen Kumar, “Steam Statistics (2026) – Users, Market Share & Revenue,” *demandsage*, (Mar. 23, 2026), <https://www.demandsage.com/steam-statistics/>.

⁵ Geo News Digital Desk, “What is ‘Stop Killing Games’ movement happening in US and EU?” *Geo News*, (Feb. 23, 2026), <https://www.geo.tv/latest/652493-what-is-stop-killing-games-movement-happening-in-us-and-eu>.

⁶ Luke Reilly, “Delisting The Crew Makes Sense, Preventing It From Ever Being Played Again Does Not,” *IGN*, (Apr. 22, 2024), <https://www.ign.com/articles/delisting-the-crew-makes-sense-preventing-it-from-ever-being-played-again-does-not>.

to provide precise criteria for eligibility.⁷ Shortly after shuttering the game, Ubisoft began revoking licenses from purchasers of the game, and these purchasers saw the game vanish from their gaming devices.⁸

3) **Intellectual property.** Given the central role of ownership rights in the history of video games, it is important to examine the role that copyright law plays in defining those rights of purchasers with respect to digital products.

Copyright Act of 1976. “[T]o promote the progress of science and useful arts” the U.S. Constitution endows Congress with the power to “secur[e] for limited times to authors and inventors the exclusive right to their writings and discoveries.”⁹ The federal Copyright Act of 1976 protects “original works of authorship fixed in any tangible medium of expression”¹⁰ Six exclusive rights flow from copyright ownership. These are the rights to: (1) reproduce and make copies of an original work; (2) prepare derivative works based on the original work; (3) distribute copies to the public by sale or another form of transfer, such as rental or lending; (4) publicly perform the work; (5) publicly display the work; and (6) perform sound recordings publicly through digital audio transmission.¹¹ An infringer is liable for actual damages and any additional profits, or for statutory damages between \$750 and \$30,000, as the court considers just.¹² The act specifically allows for state rights and remedies for “activities violating legal or equitable rights that are *not equivalent* to any of the exclusive rights” specified above.¹³ Copyright exists from the moment the work is created.¹⁴ In order to sue for infringement, the owner must register the work with the United States Copyright Office, which administers an online catalog of registered copyright works, dating back to 1978, that enables the public to search for registered works by title, name, keyword, registration number, document number, or keyword command.¹⁵

Digital Millenium Copyright Act. In 1998, Congress enacted the Digital Millennium Copyright Act (DMCA) to update copyright law for the digital age.¹⁶ The DMCA prohibits the act of circumventing technological measures that effectively control access to a copyrighted work, as well as the manufacturing, distributing, or trafficking of tools designed to facilitate such circumvention. The statute also directs the Librarian of Congress, upon recommendation of the Register of Copyrights, to establish triennial exemptions permitting circumvention for certain lawful, noninfringing uses where the prohibition would otherwise adversely affect users.¹⁷

⁷ Nicole Carpenter, “Ubisoft sued for shutting down The Crew,” *Polygon*, (Nov. 11, 2024), <https://www.polygon.com/gaming/476979/ubisoft-the-crew-shut-down-lawsuit-class-action/>.

⁸ Lawrence Bonk, “Ubisoft is deleting The Crew from players' libraries, reminding us we own nothing,” *engadget*, (Apr. 12, 2024), <https://www.engadget.com/ubisoft-is-deleting-the-crew-from-players-libraries-reminding-us-we-own-nothing-165328083.html>.

⁹ U.S. Const., art. I, § 8, cl. 8.

¹⁰ 17 U.S.C. § 102.

¹¹ *Id.* § 106.

¹² *Id.* § 504(c).

¹³ *Id.* § 301(b)(3), emphasis added.

¹⁴ *Copyright in General: Frequently Asked Questions*, United States Copyright Office, <https://www.copyright.gov/help/faq/faq-general.html#register>.

¹⁵ *Public Catalog*, United States Copyright Office, <https://cocatalog.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&PAGE=First>.

¹⁶ Georgetown University, “DMCA,” <https://guides.dml.georgetown.edu/c.php?g=904530&p=6510951>.

¹⁷ 17 U.S.C. § 1201.

Abandoned software. The DMCA’s anticircumvention provisions have had significant consequences for modern digital goods, including video games that rely on developer-operated servers for core functionality. In 2015, the Electronic Frontier Foundation (EFF) and Harvard Law student Kendra Albert jointly filed a petition through the DMCA’s triennial rulemaking process seeking an exemption to enable individuals who had lawfully acquired copies of video games to access and play those games when authentication or matchmaking servers have been permanently taken offline.¹⁸ Advocates argued that users should be permitted to restore access to games they had legally purchased; in response, the Copyright Office set forth Proposed Class 23, a class of copyrighted works that, if exempted, would “allow circumvention of [technological protection measures (TPMs)] on lawfully acquired video games consisting of communication with a developer-operated server for the purpose of either authentication or to enable multiplayer matchmaking, where developer support for those server communications has ended.”¹⁹ The exemption “would not apply to video games whose audiovisual content is primarily stored on the developer’s server, such as massive multiplayer online role-playing games.”

Opponents of Proposed Class 23, including the Entertainment Software Association (ESA), raised concerns that such exemptions could enable piracy or undermine existing markets. The Copyright Office summarizes these opposition arguments:

The proposed class was opposed by ESA and Joint Creators. They argued that the proposed exemption was too broad, would not facilitate any noninfringing uses, and could adversely impact the market for video games. ESA expressed particular concern about the potential for piracy as a result of circumvention activities, explaining that if the exemption were to permit circumvention of TPMs on video game consoles, those consoles could be used to play pirated video games. Opponents also urged that petitioners had failed to demonstrate cognizable adverse effects, arguing, for example, that the vast majority of games can continue to be played in single-player mode when server support has ended, and that there are other alternative means of playing games in multiplayer mode without a matchmaking server, including by using a local area network. ESA also argued that, at the point of sale, consumers receive ample notice that server support may be discontinued.²⁰

Despite these concerns, the U.S. Copyright Office recommended, and the Librarian of Congress ultimately adopted an exemption permitting circumvention of technological protection measures when authentication servers have been permanently discontinued. The exemption applies only to local gameplay or noncommercial preservation activities, and does not extend to enabling online multiplayer functionality:

Based on a review of the evidentiary record, the Register recommended an exemption to allow continued gameplay and preservation activities when developer server support for a video game has ended, though one more circumscribed than that proposed. With respect to gamers, the Register concluded that the record supported granting an exemption for video games that require communication with an authentication server to allow gameplay when the requisite server is taken offline. The Register explained that the inability to circumvent the

¹⁸ Copyright Office, Library of Congress, “Exemption to Prohibition on Circumvention of Copyright Protection Systems for Access Control Technologies,” *Federal Register*, (Oct. 28, 2015), <https://www.federalregister.gov/d/2015-27212>.

¹⁹ *Id.*

²⁰ *Id.*

TPM would preclude all gameplay, a significant adverse effect, and that circumvention to restore access would qualify as a noninfringing fair use. At the same time, the Register determined that proponents had failed to provide persuasive support for an exemption for online multiplayer play, in large part because it is not clear on the current record how the provision of circumvention tools to multiple users to facilitate an alternative matchmaking service could be accomplished without running afoul of the anti-trafficking provision in section 1201(a)(2). The Register also confirmed that the exemption for gamers should not extend to jailbreaking of console software because such jailbreaking is strongly associated with video game piracy.²¹

Selected text from the 2015 exemption is reproduced below:

Video games in the form of computer programs embodied in physical or downloaded formats that have been lawfully acquired as complete games, when the copyright owner or its authorized representative has ceased to provide access to an external computer server necessary to facilitate an authentication process to enable local gameplay, solely for the purpose of . . . permitting access to the video game to allow copying and modification of the computer program to restore access to the game for personal gameplay on a personal computer or video game console...

[. . .]

For purposes of the exemptions in paragraphs (i) and (ii), the following definitions shall apply:

(A) “Complete games” means video games that can be played by users without accessing or reproducing copyrightable content stored or previously stored on an external computer server.

(B) “Ceased to provide access” means that the copyright owner or its authorized representative has either issued an affirmative statement indicating that external server support for the video game has ended and such support is in fact no longer available or, alternatively, server support has been discontinued for a period of at least six months; provided, however, that server support has not since been restored.

(C) “Local gameplay” means gameplay conducted on a personal computer or video game console, or locally connected personal computers or consoles, and not through an online service or facility.²²

Since its adoption, this exemption has been repeatedly renewed through the Copyright Office’s triennial rulemaking process.²³ It remains subject to periodic review and will next be considered in 2027.

²¹ *Id.*

²² *Id.*

²³ Copyright Office, Library of Congress, “Exemption to Prohibition on Circumvention of Copyright Protection Systems for Access Control Technologies,” *Federal Register*, (Oct. 28, 2021), <https://www.federalregister.gov/d/2021-23311>.

4) **What this bill would do.** This bill would require a digital game operator, defined as an entity that controls a purchaser's ability to make ordinary use of the core features of a digital game, to provide notice to a purchaser 60 days before ceasing to provide services necessary for the purchaser's ordinary use of the game. "Ordinary use" means a purchaser's ability to use the core features of a digital game, consistent with the reasonable expectations of a purchaser based on how the digital game was advertised, marketed, or otherwise described by the digital game operator at the time of purchase. Upon ceasing to provide necessary services, the digital game operator would be required to either patch the game to enable its continued use by a purchaser, provide the purchaser with a copy of the game capable of being used in the absence of those services, or provide the purchaser with a full refund. A digital game operator that does not provide services necessary for the ordinary use of a game would be prohibited from selling that game. Subscription based services, free games, and games that involve genuine transfers of ownership are exempted. The bill is enforceable by the Attorney General or any district attorney.

A previous bill in this space, AB 2426 (Irwin, 2024) prohibited a seller of a digital good from advertising or offering for sale a digital good to a purchaser with the terms "buy," "purchase," or any other term which a reasonable person would understand to confer an unrestricted ownership interest in the digital good, or alongside an option for a time-limited rental, unless the seller receives at the time of each transaction an affirmative acknowledgment from the purchaser, or the seller provides to the consumer before executing each transaction a clear and conspicuous statement. This bill was signed into law and took effect on January 1, 2025. Many of the definitions in the current bill are shared with AB 2426.

5) **Opposition.** ESA opposes AB 1921 on the basis that it "mischaracterizes digital ownership":

AB 1921 is premised, in part, on the idea that consumers "own" digital games in a way that entitles them to indefinite access. That framing does not reflect how software is distributed. Consumers receive a license to access and use a game, not an unrestricted ownership interest in the underlying work.

[. . .]

The definition of "ordinary use" relies on the concept that a consumer "owns" a digital game and does not align with the realities of licensed digital products.

However, AB 1921 does not contain language suggesting a purchaser of a video game has an "unrestricted ownership interest" in the underlying copyrighted work – it is scoped to allow a purchaser to continue to make "ordinary use" of a work, consistent with the reasonable expectations of a purchaser based on how the digital game was advertised or marketed. Neither does the bill use the word "own" or "buy" to describe the purchasing of a video game, despite those terms being industry standard language.

ESA continues, arguing that obsolescence is a "natural feature" of modern software:

Video games are creative works but fundamentally different from traditional media like books or films in that they are also complex software systems that depend on evolving hardware, operating systems, and, in many cases, online services. Some games, particularly those that rely on online infrastructure, may cease to function when supporting services are discontinued. This is a natural feature of modern software.

The DMCA exemption detailed in section (3) above outlines clear criteria under which a purchaser of a video game may make indefinite, noninfringing use of a software product despite (and specifically in response to) online support services being discontinued. The author may wish to align the scope and terminology of this bill with the DMCA exemption adopted by the Copyright Office to ensure compatibility with federal law.

ARGUMENTS IN SUPPORT:

Stop Killing Games writes in support:

There is no other medium in which a product can be marketed and sold to a consumer and then ripped away without notice. Gaming is the country's largest entertainment industry, worth more than the film, music, and book-publishing industries combined, yet consumer rights are practically nonexistent. AB 1921 is a critical step for consumer rights that will have a worldwide impact and preserve the cultural legacy of retired video games.

Consumer Reports writes in support:

We're in the midst of a decades-long transition from owning a physical product, to merely licensing aspects of a digital service. Companies are using this transition to erode traditional consumer ownership rights by using what we call software tethers to control how long consumers can use their products, and what they can do with them. AB1921 protects consumers' rights during and after this transition.

ARGUMENTS IN OPPOSITION:

Entertainment Software Association writes in opposition:

AB 1921 seeks to address important consumer concerns, but it does so in a way that overlooks the legal, technical, and economic realities of modern video games. By imposing rigid and overbroad requirements, the bill risks creating confusion, discouraging innovation, and undermining the very systems that enable games to be developed and delivered to players.

REGISTERED SUPPORT / OPPOSITION:

Support

Killing Games

Opposition

Entertainment Software Association

Analysis Prepared by: Slater Sharp / P. & C.P. / (916) 319-2200