

Date of Hearing: April 21, 2026

ASSEMBLY COMMITTEE ON JUDICIARY
Ash Kalra, Chair
AB 1921 (Ward) – As Amended April 6, 2026

SUBJECT: DIGITAL GAMES: ORDINARY USE

KEY ISSUE: SHOULD A DIGITAL GAME OPERATOR BE REQUIRED TO PROVIDE USERS WITH A PLAYABLE DIGITAL GAME (OR REFUND) EVEN AFTER THE OPERATOR HAS CEASED SUPPORT FOR THE DIGITAL GAME?

SYNOPSIS

Digital games have become the standard for the video game industry. Users often never own a physical copy of their favorite video game titles. Instead, they will pay to purchase a license for a digital game, which allows full access and enjoyment, so long as the video game publisher supports the game's operation. But if the publisher decides to pull its support of the game, users no longer have access and few, if any, remedies as license-holders. This bill would require digital game operators to notify purchasers when the operator is ceasing support for the game. Once the publisher has ceased support for the game, the publisher is required to provide purchasers with either a version of the game that can be played independent of the publisher's support operations, or a refund for the purchase price.

This bill is supported by Consumer Reports and Stop Killing Games. The bill is opposed by the Entertainment Software Association. The bill passed out of the Assembly Committee on Privacy and Consumer Protection by a 10-4 vote.

SUMMARY: Requires digital game operators to provide customers with a playable digital game, or refund, even after the digital game operators have ceases support for the game. Specifically, **this bill:**

- 1) Requires digital game operators to communicate, 60 days before a digital game operator ceases to provide services necessary for ordinary use of a digital game, the following information:
 - a) The date on which services necessary for the ordinary use of the digital game will cease;
 - b) Any services that will no longer be provided by the operator;
 - c) Any game features that will no longer be available to the purchaser;
 - d) Any known security risks that may result from the cessation of services;
 - e) How the purchaser can continue to use the digital game or obtain a refund.
- 2) Requires digital game operators to communicate the information in 1) by:
 - a) Notifying purchasers directly through the operator's digital game;
 - b) Posting the information publicly on the operator's internet website.

- 3) Requires digital game operators, on the date a digital game operator ceases to provide services necessary for the ordinary use of the digital game, to provide the purchaser with one or more of the following:
 - a) A version of the digital game that can be used by the purchaser independent of services controlled by the operator.
 - b) A patch or update to the purchaser's version of the digital game that enables its continued use independent of services controlled by the operator.
 - c) A refund in an amount equal to the full purchase price paid for the digital game by the purchaser.
- 4) Prohibits digital game operators, beginning on the date a digital game operator ceases to provide services necessary for the ordinary use of the digital game, from selling, leasing, or otherwise distributing a version of the game that cannot be used by a purchaser independent of services controlled by the operator.
- 5) Clarifies that this section does not apply to:
 - a) Any subscription-based service that provides access to any digital game solely for the duration of the subscription;
 - b) Any digital games that are offered for free;
 - c) Any digital game that the seller cannot revoke access 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) Allows for enforcement by the Attorney General or any district attorney.
- 7) Applies to digital games sold on or after January 1, 2027.
- 8) 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.
 - 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.

EXISTING LAW:

- 1) Defines “digital application or game” as 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. (Business and Professions Code Section 17500.6 (a)(1).)
- 2) Defines “digital good” as 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. (Business and Professions Code Section 17500.6 (a)(7).)
- 3) Prohibits digital good sellers from advertising or offering the sale of a digital good with the terms “buy,” “purchase,” or any other term which would confer an unrestricted ownership interest in the digital good unless:
 - a) The seller receives an affirmative acknowledgement from the purchaser indicating the purchaser is receiving a license to the digital good, a list of restrictions and conditions of the license, that access to the digital good may be unilaterally revoked by the seller; or
 - b) The seller provides the consumer, before each transaction, a clear and conspicuous statement that “buying” or “purchasing” the digital good is a license and the seller provides a method—hyperlink, QR code, etc.—to the details of the full license. (Business and Professions Code Section 17500.6 (b).)
- 4) Establishes, pursuant to federal law, 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. Section 106.)
- 5) Prohibits, pursuant to federal law, any person from circumventing a technological measure that effectively controls access to a protected work under the Copyright Act, except for 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. (17 U.S.C. Section 1201.)
- 6) Exempts from the Digital Millennium Copyright Act (DMCA), pursuant to federal law, 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:
 - a) 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; or
 - b) Permitting access to the video game to allow copying and modification of the computer program to restore access to the game on a personal computer or video game console

when necessary to allow preservation of the game in a playable form. (37 C.F.R. 201 [Docket No. 2014-07].)

FISCAL EFFECT: As currently in print this bill is keyed fiscal.

COMMENTS: Digital games have become the standard for the video game industry. Users often never own a physical copy of their favorite video game titles. Instead, they will pay to purchase a license for a digital game, which allows full access and enjoyment, so long as the video game publisher supports the game's operation. But if the publisher decides to pull its support of the game, users no longer have access and few, if any, remedies as license-holders.

In support of the bill the author writes:

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.

Digital video games. Video games—much like movies, music, and books—have shifted to digital goods. Although physical media (DVDs, CDs, vinyl, etc.) is still available, digital goods are now the entertainment industry norm. Retail stores—like GameStop—still exist, where you can buy a physical version of a video game. However, most consumers prefer the ease of purchasing the digital version right from the convenience of their own homes. But in many cases, when you purchase that digital video game, you do not own the video game in the same way as a physical version. In fact, you just own a license to play the game. For the vast majority of digital video games, the purchaser will never have an issue. If you purchase a license, you will likely be able to play that video game forever—or at least until your hardware is obsolete. However, what happens if a video game company decides to remove user access to a video game or the video game company goes out of business? In that scenario, the user—or licensee—might be out of luck. (See Geoffrey Morrison, *You Don't Really Own the Digital Movies You Buy*, N.Y. Times (Aug. 4, 2021) available at: <https://www.nytimes.com/wirecutter/blog/you-dont-own-your-digital-movies/>.)

The scenario described above is not hypothetical. It happened just two years ago with a video game called *The Crew*. Ubisoft, the game's publisher, removed the *The Crew* from digital marketplaces and, a few months later, shut down the game's servers, making the game unplayable. (Leo Marchandon, *French consumer group sues Ubisoft over shutdown of online game 'The Crew'* Reuters (Mar. 31, 2026) available at: <https://www.reuters.com/technology/french-consumer-group-sues-ubisoft-over-shutdown-online-game-the-crew-2026-03-31/>.) The game required an upfront purchase and when the servers were shutdown, purchasers no longer had access to play. Purchasers' licenses were revoked with no refund provided.

The Crew is not the only example. In 2025, Electronic Arts (EA) shut down 23 games. This means that EA shut down the servers for these digital games, and for many of these games, no server support means the games are rendered basically unplayable. (Dalton Cooper, *Every EA Game Shut Down in 2025*, Game Rant (Dec. 21, 2025) available at: <https://gamerant.com/ea->

games-shut-down-list-2025/.) According to a 2023 report, 95% of video game studios were either working on or intending to release video game titles in this mode of live service. (Griffin GP, 2023 Game Development Report (2023) p. 10, available at: <https://griffingp.com/wp-content/uploads/2024/02/2023-Game-Development-Report.pdf>.)

Unlike music, movies, and books, playing video games is an active, not passive, form of entertainment. Users can spend hours, weeks, and months creating digital characters, collecting digital items, and building digital worlds. For many users, the loss of access to a digital video game is not necessarily about the money spent, but the time and effort lost. (Luke Dammann, *The Simpsons: Tapped Out Fans Have Chance to Get Their Towns Back in Unofficial Capacity*, Game Rant (Apr. 2, 2025) available at: <https://gamerant.com/the-simpsons-tapped-out-fans-towns-unofficial-restore/>.)

Previous legislation. AB 2426 (Irwin) Chap. 513, Stats. 2024, requires companies that sell digital goods—which includes video games—to clearly disclose to customers the terms of license, when those companies use terms like “buy” or “purchase.” (Business and Professions Code Section 17500.6 (b).) AB 2426 helped to inform customers that, although they may think they are buying a video game, in fact they are just buying a license, and can have their access to it revoked at any point.

This bill expands on AB 2426 by requiring video game publishers to proactively notify players and the public 60 days before ceasing its support for a digital game. In that notice, publishers must specify the date the game will cease functioning, the services and features that will no longer be available, any known security risks, and how the purchaser can either continue to play the game or how to obtain a refund. On the date the game publisher ceases support of a digital game, the game publisher must either provide customers with a version of the digital game that will allow for continued use or with a refund of the original purchase amount.

Copyright Implications. The Digital Millennium Copyright Act (DMCA) was enacted in 1998 and updated copyright law so that it could be more applicable to digital goods. The DMCA prohibits the circumvention of technological measures that control access to copyrighted works, including the manufacturing, distributing, or trafficking of tools designed to facilitate circumvention. (17 U.S.C. Section 1201.) One key component of the DMCA, is that it allows the Librarian of Congress to establish exemptions that permit circumvention for certain uses. (*Ibid.*)

The Copyright Office in the Library of Congress adopted an exemption to the DMCA that specifically allows for the purchaser of a video game to make indefinite, noninfringing use of software when online support services have been discontinued. (National Archives, *Exemption to Prohibition on Circumvention of Copyright Protection Systems for Access Control Technologies* (Oct. 28, 2015) available at: <https://www.federalregister.gov/documents/2015/10/28/2015-27212/exemption-to-prohibition-on-circumvention-of-copyright-protection-systems-for-access-control#h-21>.) Although this exemption does not deal with practical concerns of the opposition, such as coordinating third-party licenses, it does provide support to the ability for consumers to continue use of a video game, after the publisher has ceased server support. However, the exemption here does not mandate the publisher provide the user a version of the game that would exist, instead it allows the individual users to utilize their own local versions.

Enforcement. This bill authorizes the Attorney General or a district attorney to bring an action against a digital game publisher that violates the bill. There is no private right of action. The Attorney General has broad authority to enforce all of California’s laws. If the author’s intent is

to solely authorize the Attorney General, *the author may wish to consider striking this provision.* However, *if the author's intent is to allow for broader enforcement, then the author could amend the bill to include "any public prosecutor."* This would also allow city attorneys and county counsels to bring an action. To the extent the Attorney General is already working with limited resources, such an expansion seems reasonable to ensure enforcement of the bill. Additionally, since most district attorneys' offices do not have a civil enforcement unit, *the author may wish to exempt district attorneys from the bill.*

ARGUMENTS IN SUPPORT: This bill is supported by Stop Killing Games and Consumer Reports. Stop Killing Games write in support:

Stop Killing Games (SKG) is pleased to support AB 1921 (Ward), a bill that seeks to protect consumers in the event that a video game operator shuts down a server-supported game, rendering it unusable for those who purchased it.

AB 1921 requires a game operator to provide access to a playable version of the game or compensate consumers upon shutting down a supported game.

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.

Increasingly, consumers seek entertainment and community in online spaces, including server-supported digital games. As live service games rise in popularity for game developers and gamers alike, end-of-life procedures are essential tools to ensure prolonged access to the games consumers pay to enjoy.

We are pleased to support AB 1921—the Protect Our Games Act—which makes an important step toward adequate consumer protections for digital goods.

Consumer Reports writes in support:

By requiring clear notifications 60 days before, and on the day services cease, this bill bolsters transparency for consumers who want to make full use of the games they purchase. Further, AB 1921 requires a game operator to provide access to a playable version of the game or compensate consumers upon shutting down a supported game.

Consumer Reports is focused on ensuring that when consumers purchase or license digital services, that their rights are protected and that they understand the transaction they are making. Under AB 2426 (Chapter 513, Statutes of 2024) consumers are slightly more aware that instead of buying a digital game, they are merely licensing it, but they are still spending money with the expectation of being able to play the game when they choose.

But publishers have released games that were later shut down leaving consumers who paid for them frustrated and without options to keep their games. AB 1921 ensures that manufacturers who license games do so in a manner that is fair to consumers, providing them advance notice when those games are going to be taken down and ensuring that when a game

gets taken down consumers who were granted the license get a full refund or the ability to access advertised aspects of gameplay without a connection to the server.

ARGUMENTS IN OPPOSITION: Entertainment Software Association writes in opposition:

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.

California has already addressed consumer transparency through its existing “Buy Button” law (AB 2426), which ensures that consumers understand they are acquiring licensed digital content. The June 2024 California Senate Judiciary Committee analysis of Assembly Bill 2426 stated, “...while many of these goods are available to “buy” or “purchase” online, the buyer is not receiving the type of ownership that comes with ancient products like DVDs, CDs, or paper books, and “...while there is nothing inherently wrong with these licensing structures, they may not align with what a consumer expects, especially when the term “buy” or “purchase” is being used.” The recognition of the inherent difference between physical and digital goods lead the California legislature to pass AB 2426 to ensure that consumers had appropriate knowledge that digital goods are licensed and not owned.

AB 1921 also fails to account for the legal constraints imposed by third-party licensing. Many games include licensed music, likeness rights, sports leagues, or branded intellectual property. These agreements often limit how long a game can be distributed or maintained. A legal requirement to keep games playable indefinitely could place publishers in an impossible position—forcing them to renegotiate licenses indefinitely or alter games in ways that may not be legally or technically feasible.

REGISTERED SUPPORT / OPPOSITION:

Support

Consumer Reports
Stop Killing Games

Opposition

Entertainment Software Association

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