

25-459 SALAZAR V. PARAMOUNT GLOBAL

DECISION BELOW: 133 F.4th 642

LOWER COURT CASE NUMBER: 23-5748

QUESTION PRESENTED:

The Video Privacy Protection Act (“VPPA”) contains a one-sentence liability clause. It prohibits a “video tape service provider” from “knowingly disclos[ing], to any person, personally identifiable information concerning any consumer of such provider.” 18 U.S.C. § 2710(b)(1). The statute defines “consumer” broadly to include a “subscriber of goods or services from a video tape service provider.” *Id.* § 2710(a)(1). It defines “personally identifiable information” to include information that “identifies a person as having requested or obtained specific video materials or services from a video tape service provider.” *Id.* § 2710(a)(3). And it defines “video tape service provider” to include those in the business of delivering audiovisual materials. *Id.* § 2710(a)(4).

Paramount is a “video tape service provider.” Both courts below assumed as much. Michael Salazar subscribed to Paramount’s online newsletter, which he used to view videos. Paramount then disclosed Mr. Salazar’s Facebook ID and his video-watching history to Facebook. That information counts as “personally identifiable information.” Again, both courts below assumed as much.

The question here is whether the phrase “goods or services from a video tape service provider,” as used in the VPPA’s definition of “consumer,” refers to *all* of a video tape service provider’s goods or services or only to its *audiovisual* goods or services.

CERT. GRANTED 1/26/2026