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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SANTA CLARA

14
15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

Plaintiff,

17 v.

18
19 **GOOGLE, LLC,**

Defendant.

Case No.

[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION

21
22
23 Plaintiff, the People of the State of California (“the People”), appearing through its attorney,
24 Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General Jessica Wang,
25 Yen P. Nguyen, Micah Osgood and Supervising Deputy Attorneys General Michael Elisofon and
26 Stacey Schesser, and Defendant Google, LLC (“GOOGLE”), appearing through its attorneys,
27

1 Benedict Hur and Simona Agnolucci, of Willkie Farr & Gallagher LLP, having stipulated to the
2 entry of this Final Judgment and Permanent Injunction (“Judgment”) by the Court without the
3 taking of proof and without trial or adjudication of any fact or law, without this Judgment
4 constituting evidence of or an admission by GOOGLE regarding any issue or law or fact alleged in
5 the Complaint on file, and without GOOGLE admitting any liability, and with all parties having
6 waived their right to appeal, and the Court having considered the matter and good cause appearing:
7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:
8

9 **I. PARTIES AND JURISDICTION**

10 1. This Court has jurisdiction over the allegations and subject matter of the People’s
11 Complaint filed in this action, and the parties to this action; venue is proper in this County; and this
12 Court has jurisdiction to enter this Judgment. This Judgment is entered pursuant to and subject to
13 Business and Professions Code sections 17200 et seq. and 17500 et seq.
14

15 **II. DEFINITIONS**

16 2. For the purposes of this Judgment, the following definitions apply:

17 a. “ACCOUNT” or “GOOGLE ACCOUNT” means an account which a
18 USER may create to access many GOOGLE services or products via a username and password
19 entered by that USER.
20

21 b. “ACCOUNT CREATION FLOW” means the user interface or process
22 through which a USER creates an ACCOUNT.

23 c. “ADS PERSONALIZATION” means the ACCOUNT setting that when
24 enabled, allows GOOGLE to show USERS personalized advertisements across DEVICES based on
25 their activity on GOOGLE services, such as GOOGLE Search or YouTube, and on websites and
26 applications that partner with GOOGLE to show advertisements.
27

28 d. “ADS PERSONALIZATION LOCATION INFORMATION CONTROL”

1 means the ACCOUNT setting that, when enabled, allows GOOGLE to show USERS personalized
2 advertisements across DEVICES based on LOCATION INFORMATION saved as part of the
3 USER’S WEB & APP ACTIVITY setting if that setting is also enabled. At the time of the filing of
4 this Judgment, this ACCOUNT setting can be found by navigating to the Google Account page,
5 clicking the “Data & Privacy” tab followed by the “My Ad Center” link, and then clicking “Areas
6 where you’ve used Google” at [https://myadcenter.google.com/controls/ads-data/historical-](https://myadcenter.google.com/controls/ads-data/historical-location?hl=en)
7 [location?hl=en](https://myadcenter.google.com/controls/ads-data/historical-location?hl=en).
8

9 e. “AUDIENCE ONE” means the GOOGLE internal system for building a
10 coherent and unified view of USERS, including one common audience targeting offering, to deliver
11 more relevant and targeted ads to USERS, as well as any successor GOOGLE system that
12 accomplishes the same purpose.
13

14 f. “CLEAR AND CONSPICUOUS” means a disclosure that is easily
15 noticeable and easily understandable by the USER. A disclosure is CLEAR AND CONSPICUOUS
16 when:

17 i. In textual communications (e.g., printed publications or words
18 displayed on the screen of a computer or mobile device), the required disclosures are of a type, size,
19 and location sufficiently noticeable for a USER to read, and comprehend them, in print that
20 contrasts highly with the background on which they appear;
21

22 ii. In communications disseminated orally or through audible means
23 (e.g., radio or streaming audio), the required disclosures are delivered in a volume and cadence
24 sufficient for a USER to hear and comprehend them;

25 iii. In communications disseminated through video means (e.g.,
26 television or streaming video), the required disclosures are in writing in a form consistent with
27 subpart (i) of this definition and shall appear on the screen for a duration sufficient for a USER to
28

1 read and comprehend them, and in the same language as the predominant language that is used in
2 the communication;

3 iv. In all instances, the required disclosures: (1) are presented in an
4 understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in
5 mitigation of any other statements or disclosures provided by GOOGLE; and
6

7 v. The disclosure must be reasonably accessible to USERS with
8 disabilities. For disclosures provided online, this means that GOOGLE may take into account
9 industry standards such as Web Content Accessibility Guidelines, version 2.1 of June 2018, from
10 the World Wide Web Consortium, but nothing in this Judgment precludes GOOGLE from
11 determining on a product-by-product basis how to make information reasonably accessible.
12

13 g. “COVERED CONDUCT” means any conduct by Google related to
14 GOOGLE’s collection, use, and/or retention of USERS’ LOCATION INFORMATION in
15 LOCATION HISTORY, WEB & APP ACTIVITY, and ADS PERSONALIZATION, including as
16 set forth in the Complaint.

17 h. “DEVICE” means any device capable of connecting to the internet from
18 which a USER may access their GOOGLE ACCOUNT and/or LOCATION-RELATED
19 ACCOUNT SETTINGS.
20

21 i. “EFFECTIVE DATE” means the date this Judgment is served on GOOGLE
22 via email to the recipients identified below at paragraph 46.

23 j. “EXPRESS AFFIRMATIVE CONSENT” means an affirmative act or
24 statement by a USER that demonstrates the USER’s consent or acceptance after receiving CLEAR
25 AND CONSPICUOUS disclosure of material facts.

26 k. “INACTIVE USER” is a USER whose LOCATION INFORMATION was
27 last uploaded to the USER’s GOOGLE ACCOUNT more than three (3) years ago, if the
28

1 LOCATION INFORMATION is still stored in the USER’s GOOGLE ACCOUNT. This includes a
2 USER whose LOCATION INFORMATION was uploaded to the USER’s GOOGLE ACCOUNT
3 more than three years ago, and then the USER enabled or disabled the relevant setting(s) without
4 uploading any new data within three years.

5
6 l. “INDEPENDENT ASSESSOR REPORTS” means the Independent
7 Assessor’s Transmittal Letter and Examination Report on Google LLC’s Privacy Program
8 transmitted on a biennial basis that are prepared by a qualified, objective, independent third-party
9 professional, who uses procedures and standards generally accepted in the profession pursuant to
10 FTC Order No. C-4336, issued on October 13, 2011.

11 m. “LOCATION HISTORY” means the ACCOUNT setting that, when enabled,
12 automatically saves USERS’ LOCATIONS OF PRESENCE on GOOGLE’s servers, and which can
13 present USERS’ LOCATIONS OF PRESENCE in a visual format shown on a map.

14 n. “LOCATION HISTORY PROMO” means a POP-UP NOTIFICATION that
15 prompts the USER to enable LOCATION HISTORY.

16 o. “LOCATION OF PRESENCE” means a physical location of a USER or
17 DEVICE and a place in the world at a point in time.

18 p. “LOCATION INFORMATION” means any information or data used to
19 identify the LOCATION OF PRESENCE on Earth of a USER or DEVICE including, but not
20 limited to, by use of GPS coordinate monitoring technology, IP address, cell tower data, wireless
21 internet access points (Wi-Fi data), Bluetooth data, and any other similar information or data used
22 to identify the LOCATION OF PRESENCE.

23 q. “LOCATION-RELATED ACCOUNT SETTING” means LOCATION
24 HISTORY, WEB & APP ACTIVITY, or any other ACCOUNT setting GOOGLE implements
25 after the EFFECTIVE DATE that has the same or substantially the same functionality with regard
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1 to the collection, retention, and use of LOCATION INFORMATION as LOCATION HISTORY
2 and WEB & APP ACTIVITY.

3 r. “MULTISTATE AVC” means the Assurance of Voluntary Compliance
4 Google entered into with 40 states on December 14, 2022.

5 s. “PRECISE LOCATION INFORMATION” means the latitude and
6 longitude of a USER or DEVICE.
7

8 t. “POP-UP NOTIFICATION” means a notification that is viewable by a
9 USER during interaction with a GOOGLE product or service or is pushed to a USER via apps
10 installed on the USER’s DEVICE.

11 u. “USER” means a person residing in the United States with a GOOGLE
12 ACCOUNT who uses or used any GOOGLE products or services since January 1, 2014.

13 v. “USER-INPUTTED LOCATION TERMS” means text provided by a USER
14 to GOOGLE identifying or describing locations or names of places, including but not limited to
15 query text on GOOGLE products and services (e.g., Search, Assistant, Maps), calendar information,
16 direction requests, saved home/work addresses, shipping addresses, and billing addresses.
17

18 w. “WEB & APP ACTIVITY” means the ACCOUNT setting that saves a
19 USER’s activity across certain GOOGLE sites and apps to the USER’s ACCOUNT, including
20 some types of LOCATION INFORMATION.
21

22 **III. INJUNCTION**

23 3. The duties, responsibilities, burdens, and obligations undertaken in connection with
24 this Judgment apply to GOOGLE and its directors, officers, employees, representatives, agents,
25 affiliates, parents, subsidiaries, predecessors, assigns, and successors until June 14, 2028, except
26 for paragraphs 5, 24, 36, and 37.
27

28 **Incorporation of MULTISTATE AVC Terms**

1 4. Paragraphs 5–23 of this Judgment incorporate certain terms of the MULTISTATE
2 AVC. The Parties agree that to the extent GOOGLE has i) already complied with any obligations
3 of paragraphs 5–23 prior to the EFFECTIVE DATE and ii) does not need to take any future steps
4 to comply with obligations in paragraphs 5–23 with respect to California residents, nothing in this
5 Judgment shall require GOOGLE to perform those obligations again after the EFFECTIVE
6 DATE.
7

8 5. GOOGLE will not make misrepresentations to USERS regarding an individual
9 USER’s LOCATION INFORMATION in LOCATION HISTORY and WEB & APP ACTIVITY.

10 6. a. GOOGLE must issue a POP-UP NOTIFICATION to USERS who have
11 LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification,
12 disclosing whether these settings collect LOCATION INFORMATION and instructing USERS
13 how to disable each setting, delete the data collected by the settings, and set data retention limits.
14

15 b. USERS that have disabled notification settings on their DEVICE may not
16 receive the POP-UP NOTIFICATION referenced in paragraph 6(a).

17 c. Within thirty (30) days of the EFFECTIVE DATE, GOOGLE must also send
18 an email to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the
19 time of the notification, disclosing the same information described in paragraph 6(a).
20

21 7. GOOGLE must maintain a webpage (the “LOCATION TECHNOLOGIES
22 PAGE”) that discloses GOOGLE’s policies and practices concerning:

- 23 a. the types of LOCATION INFORMATION collected by GOOGLE;
- 24 b. the sources of LOCATION INFORMATION collected by GOOGLE;
- 25 c. whether and under what circumstances LOCATION INFORMATION collected
26 and/or retained by GOOGLE is PRECISE LOCATION INFORMATION;
- 27 d. how enabling each LOCATION-RELATED ACCOUNT SETTING impacts the
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1 collection, retention, and/or use of LOCATION INFORMATION by GOOGLE, including the
2 precision and frequency of data collected, and whether each such setting applies across DEVICES
3 linked to the same ACCOUNT;

4 e. how and to what extent USERS are able to limit in GOOGLE ACCOUNTS the
5 LOCATION INFORMATION GOOGLE collects or retains about the USERS, including the extent
6 to which GOOGLE collects, retains, or uses LOCATION INFORMATION when LOCATION-
7 RELATED ACCOUNT SETTINGS are disabled or paused;

9 f. how USERS can find information about the state of their LOCATION-
10 RELATED ACCOUNT SETTINGS and disable such settings;

11 g. the purpose(s) for which GOOGLE collects or obtains LOCATION
12 INFORMATION, including how LOCATION INFORMATION is used for advertising, research
13 purposes, trends, and creating USER profiles;

14 h. how and to what extent USERS can limit GOOGLE's uses of the LOCATION
15 INFORMATION, including the fact that USERS cannot prevent the use of LOCATION
16 INFORMATION in advertising by ADS PERSONALIZATION;

18 i. GOOGLE's default retention period for each type of LOCATION
19 INFORMATION and the reason(s) GOOGLE retains the LOCATION INFORMATION;

20 j. how USERS can set auto-retention and deletion periods in GOOGLE
21 ACCOUNTS for their LOCATION INFORMATION, including a link to the controls;

22 k. how and to what extent LOCATION INFORMATION can be:

23 i. deleted by USERS,

24 ii. deleted at USERS' request, or

25 iii. automatically deleted by GOOGLE;

26 l. whether and what types of LOCATION INFORMATION are collected from
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1 USERS signed out of their ACCOUNTS, how that LOCATION INFORMATION is retained and/or
2 used, and whether and how signed-out USERS can limit collection or delete this LOCATION
3 INFORMATION;

4 m. USERS' ability to reset any pseudonymous IDs or obfuscated IDs that use
5 LOCATION INFORMATION; and

6 n. hyperlinks to GOOGLE webpage(s) describing the extent to which LOCATION
7 INFORMATION collected or stored by any LOCATION-RELATED ACCOUNT SETTING is
8 pseudonymized, anonymized, or de-identified when deleted by a USER.

9
10 8. The LOCATION TECHNOLOGIES PAGE must be designed and presented in a
11 CLEAR AND CONSPICUOUS disclosure.

12 9. GOOGLE must disclose as part of the opt-in flow for LOCATION HISTORY ways
13 in which LOCATION INFORMATION previously stored in LOCATION HISTORY that has been
14 de-identified or anonymized is used. The disclosure required in this paragraph must be CLEAR
15 AND CONSPICUOUS and presented when USERS enable or are prompted to enable LOCATION
16 HISTORY within their ACCOUNT Data & Privacy Page or while using a GOOGLE product.

17 10. When USERS enable or are prompted to enable a LOCATION-RELATED
18 ACCOUNT SETTING while using a GOOGLE product, GOOGLE must present a CLEAR AND
19 CONSPICUOUS disclosure that includes:

20 a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and
21 b. the following information concerning the LOCATION-RELATED ACCOUNT
22 SETTING:

23 i. sources of the LOCATION INFORMATION for the LOCATION-
24 RELATED ACCOUNT SETTING;

25 ii. purposes for which the LOCATION-RELATED ACCOUNT SETTING
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1 collects, retains, and uses LOCATION INFORMATION;

2 iii. retention of LOCATION INFORMATION stored with a USER's
3 ACCOUNT when the LOCATION-RELATED ACCOUNT SETTING is enabled, and deletion
4 controls available to USERS; and

5 iv. whether the LOCATION-RELATED ACCOUNT SETTING collects
6 LOCATION INFORMATION even when USERS are not using a specific GOOGLE service.
7

8 11. When USERS enable or are prompted to enable a LOCATION-RELATED
9 ACCOUNT SETTING within their ACCOUNT Data & Privacy Page, GOOGLE must present a
10 CLEAR AND CONSPICUOUS disclosure that includes:

11 a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and
12 b. the following information concerning the LOCATION-RELATED ACCOUNT
13 SETTING:

14 i. sources of the LOCATION INFORMATION for the LOCATION-
15 RELATED ACCOUNT SETTING;

16 ii. purposes for which the LOCATION-RELATED ACCOUNT SETTING
17 collects, retains, and uses LOCATION INFORMATION;

18 iii. retention of LOCATION INFORMATION stored with a USER's
19 ACCOUNT when the LOCATION-RELATED ACCOUNT SETTING is enabled, and deletion
20 controls available to USERS; and
21

22 iv. whether the LOCATION-RELATED ACCOUNT SETTING collects
23 LOCATION INFORMATION even when USERS are not using a specific GOOGLE service.
24

25 12. GOOGLE must include the following in its ACCOUNT CREATION FLOW:

26 a. CLEAR AND CONSPICUOUS disclosures regarding the collection, retention,
27 and use of LOCATION INFORMATION, including but not limited to GPS, IP address, DEVICE
28

1 sensor data, Wi-Fi data, and Bluetooth data, that the USER agrees to prior to creating an
2 ACCOUNT;

3 b. a hyperlink to the LOCATION TECHNOLOGIES PAGE;

4 c. an additional dialogue advising USERS of LOCATION-RELATED ACCOUNT
5 SETTINGS enabled by default, including WEB & APP ACTIVITY, and providing USERS with the
6 option to disable the settings; and
7

8 d. for WEB & APP ACTIVITY and any other LOCATION-RELATED
9 ACCOUNT SETTING enabled by default, GOOGLE must disclose the same information described
10 in paragraphs 10(b) and 11(b) above.

11 13. For the purposes of the disclosures in paragraphs 6, 7, 8, 9, 10, 11 and 12, the
12 information reflected in this Judgment will be presented in a manner that the USER cannot avoid.

13 14. GOOGLE must notify USERS via email of any material changes to GOOGLE's
14 Privacy Policy concerning the collection, use, and storage of LOCATION INFORMATION.
15

16 15. GOOGLE must include a hyperlink to the LOCATION TECHNOLOGIES PAGE in
17 its Privacy Policy.

18 16. GOOGLE must add the following language to the ACCOUNT Data & Privacy
19 Page to help USERS identify LOCATION-RELATED ACCOUNT SETTING controls: "Location
20 info is saved and used based on your settings. Learn more." GOOGLE must maintain the language
21 required in this paragraph on the ACCOUNT Data & Privacy Page (or, should the name of the
22 ACCOUNT Data & Privacy Page change, on the newly-named page that contains the same
23 content).
24

25 17. GOOGLE must give USERS the ability to disable a LOCATION-RELATED
26 ACCOUNT SETTING and delete the LOCATION INFORMATION stored by that setting in a
27 single, continuous flow, i.e., without needing to navigate to a separate surface or page.
28

1 18. GOOGLE will refrain from sharing a USER's PRECISE LOCATION
2 INFORMATION with a third-party advertiser, absent EXPRESS AFFIRMATIVE CONSENT for
3 sharing and use by that third party. GOOGLE's obligations under this paragraph will not restrict
4 GOOGLE's ability to comply with federal, state, or local laws or regulations that require GOOGLE
5 to follow particular processes when obtaining USER consent.
6

7 19. GOOGLE will automatically delete LOCATION INFORMATION derived from a
8 DEVICE or from IP addresses in WEB & APP ACTIVITY within thirty (30) days of collection of
9 such LOCATION INFORMATION.

10 20. GOOGLE will continue to automatically delete LOCATION HISTORY data for
11 INACTIVE USERS within 180 days of the USER receiving an email notification that their data in
12 LOCATION HISTORY will be deleted, unless USERS take steps to keep their data.

13 a. GOOGLE must send the email notification required by this paragraph within
14 ninety (90) days of the USER becoming inactive.
15

16 b. For any USER who is an INACTIVE USER as of the EFFECTIVE DATE,
17 GOOGLE will send the email notification required by this paragraph within thirty (30) days of the
18 EFFECTIVE DATE.

19 21. Before materially changing how LOCATION HISTORY or WEB & APP
20 ACTIVITY use PRECISE LOCATION INFORMATION after the EFFECTIVE DATE, GOOGLE
21 will internally assess the privacy impact of that change.
22

23 22. Before materially changing how GOOGLE shares USERS' PRECISE LOCATION
24 INFORMATION collected in LOCATION HISTORY or WEB & APP ACTIVITY after the
25 EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.

26 23. All internal assessments in paragraphs 21 and 22 must be documented in writing
27 within GOOGLE.
28

1 Additional Injunctive Terms

2 24. GOOGLE will not make misrepresentations to USERS regarding an individual
3 USER's LOCATION INFORMATION in ADS PERSONALIZATION.

4 25. In addition to the information required in paragraph 7, the LOCATION
5 TECHNOLOGIES PAGE must disclose the following:

6 a. how USERS can find the ADS PERSONALIZATION LOCATION
7 INFORMATION CONTROL and disable this setting;

8 b. how LOCATION INFORMATION is used for advertising when ADS
9 PERSONALIZATION and the ADS PERSONALIZATION LOCATION INFORMATION
10 CONTROL are enabled; and

11 c. how USERS can limit the use of LOCATION INFORMATION in advertising
12 using the ADS PERSONALIZATION LOCATION INFORMATION CONTROL.
13

14 26. When USERS enable or are prompted to enable ADS PERSONALIZATION while
15 using a GOOGLE product, GOOGLE must present a CLEAR AND CONSPICUOUS hyperlink to
16 the LOCATION TECHNOLOGIES PAGE.
17

18 27. When USERS enable or are prompted to enable ADS PERSONALIZATION within
19 their ACCOUNT Data & Privacy Page, GOOGLE must present a CLEAR AND CONSPICUOUS
20 hyperlink to the LOCATION TECHNOLOGIES PAGE.
21

22 28. For USERS who go through the ACCOUNT CREATION FLOW and do not expand
23 "More Options" to review the WEB & APP ACTIVITY SETTING, GOOGLE will provide those
24 USERS a notice advising them that their ACCOUNT is set up to allow GOOGLE to save their
25 personal information, including LOCATION INFORMATION; and allowing those USERS to
26 disable the WEB & APP ACTIVITY SETTING prior to completing ACCOUNT setup.
27

28 29. When USERS enable or are prompted to enable a LOCATION-RELATED

1 ACCOUNT SETTING while using a GOOGLE product, GOOGLE must present a CLEAR AND
2 CONSPICUOUS disclosure that, as long as it remains true for the LOCATION-RELATED
3 ACCOUNT SETTING to which such a disclosure applies, stored LOCATION INFORMATION for
4 that LOCATION-RELATED ACCOUNT SETTING may be used for ADS PERSONALIZATION.
5

6 30. When USERS enable or are prompted to enable a LOCATION-RELATED
7 ACCOUNT SETTING within their ACCOUNT Data & Privacy Page, GOOGLE must present a
8 CLEAR AND CONSPICUOUS disclosure that, as long as it remains true for the LOCATION-
9 RELATED ACCOUNT SETTING to which such a disclosure applies, stored LOCATION
10 INFORMATION for that LOCATION-RELATED ACCOUNT SETTING may be used for ADS
11 PERSONALIZATION.
12

13 31. Before changing any disclosure in a LOCATION-RELATED SETTING or ADS
14 PERSONALIZATION relating to LOCATION INFORMATION that GOOGLE anticipates will
15 have a material privacy impact on USERS, GOOGLE's Privacy Working Group must review the
16 proposed disclosure. For each disclosure that is published to USERS, GOOGLE shall maintain a
17 record of the approval for publication of the disclosure.
18

19 32. Before making any changes in how GOOGLE collects, stores, or uses USER
20 LOCATION INFORMATION that GOOGLE anticipates would have a material privacy impact on
21 USERS, GOOGLE's Privacy Working Group must review the proposed change.
22

23 33. GOOGLE must not use a LOCATION HISTORY PROMO unless the LOCATION
24 HISTORY PROMO routes USERS to a consent flow that informs USERS that the LOCATION
25 HISTORY setting will save LOCATION INFORMATION independently of which GOOGLE
26 product or service the USER may be using.
27
28

1 fourteen (14) days of the EFFECTIVE DATE.

2 38. To the extent permitted by the laws of the State of California, the California
3 Attorney General’s Office shall treat any INITIAL COMPLIANCE REPORT, ANNUAL
4 COMPLIANCE REPORT, or INDEPENDENT ASSESSOR REPORT (collectively, the
5 “REPORTS”) provided pursuant to paragraphs 36 and 37, and all information contained therein, as
6
7 exempt from disclosure under the relevant public records laws and shall otherwise refrain from
8 sharing or disclosing such REPORTS.

9 **IV. MONETARY PROVISIONS**

10 39. No later than seventy-five (75) business days after the EFFECTIVE DATE,
11 GOOGLE shall pay the Attorney General the amount of \$93,000,000 (Ninety-Three Million
12 Dollars) pursuant to Business and Professions Code section 17206. Payment shall be made by wire
13 transfer pursuant to instructions provided by the California Attorney General’s Office.
14

15 40. Except as otherwise expressly provided herein, each party shall bear its own
16 attorneys’ fees and costs.

17 **V. RELEASE**

18 41. By entry of this Judgment, GOOGLE is released and discharged from and against
19 any and all civil claims known to the California Attorney General that the Californian Attorney
20 General could have brought under Business and Professions Code sections 17200 and 17500 based
21 on COVERED CONDUCT.
22

23 The California Attorney General acknowledges he is familiar with section 1542 of the California
24 Civil Code, which provides:

25 A general release does not extend to claims that the creditor or releasing party
26 does not know or suspect to exist in his or her favor at the time of executing the
27 release and that, if known by him or her, would have materially affected his or her
28 settlement with the debtor or released party.

1 The California Attorney General waives and relinquishes any rights and benefits of
2 section 1542 of the California Civil Code to the full extent that such rights and benefits may be
3 waived.

4 **VI. ADDITIONAL GENERAL PROVISIONS**

5 42. Unless otherwise provided, the time for compliance with the above terms is one
6 hundred and eighty (180) days from the EFFECTIVE DATE.

7 a. Where the aforementioned terms require GOOGLE to make certain disclosures to
8 USERS, Google must make the disclosures in English with the 180-day time for compliance, and
9 must make reasonable efforts to update disclosures in other applicable languages within a
10 reasonable time thereafter.

11 43. This Court retains jurisdiction of this matter for purposes of construction,
12 modification, and enforcement of this Judgment.

13 44. Nothing in this Judgment shall be construed as relieving GOOGLE of its obligations
14 to comply with all state and federal laws, regulations, or rules, or as granting permission to engage
15 in any acts or practices prohibited by such law, regulation, or rule.

16 45. If the California Attorney General has reason to believe that GOOGLE has failed to
17 comply with any of the terms of this judgment, and if in the California Attorney General's sole
18 discretion the failure to comply does not threaten the health or safety of California citizens, the
19 California Attorney General will notify GOOGLE of such failure to comply and GOOGLE will
20 have thirty (30) days from receipt of such notice to provide a good faith written response, including
21 either a statement that GOOGLE believes it is in full compliance, or otherwise a statement
22 explaining how the violation occurred, whether it was inadvertent, and how GOOGLE remediated
23 or will remediate the violation. The California Attorney General may agree to provide GOOGLE
24 more than thirty (30) days to respond. During the thirty (30) day period, the California Attorney
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1 General shall engage in good faith discussions with GOOGLE before taking any enforcement
2 action, in an attempt to resolve any alleged non-compliance.

3 46. No part of this judgment shall create, waive, or release any private cause of action.

4 47. The parties acknowledge and agree that the injunctive terms of this Judgment apply
5 only to USERS within the State of California and do not supersede any obligations imposed or
6 rights conferred by the laws or regulations of any other jurisdiction.

7 48. Notices and reports under this Judgment shall be served by email and regular mail as
8 follows:
9

10 To the People or People's counsel:

11 Michael Elisofon, Esq.
12 Jessica Wang, Esq.
13 Consumer Protection Section
14 California Attorney General's Office
15 455 Golden Gate Ave., Suite 11000
16 San Francisco, California 94102-7004
17 Email: Michael.Elisofon@doj.ca.gov
18 Email: Jessica.Wang@doj.ca.gov

19 To Defendant or Defendant's counsel:

20 Cynthia Pantazis
21 Director, State Policy
22 Google LLC
23 25 Massachusetts Avenue, NW
24 Washington, DC 20001
25 Email: cpantazis@google.com

26 Benedict Y. Hur, Esq.
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49. This Judgment shall take effect immediately upon entry thereof.

50. The clerk is directed to enter this Judgment forthwith.

ORDERED AND ADJUDGED at Santa Clara, California, this ____ day of September, 2023.

Judge of the Superior Court