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[EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103]

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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17

18 **THE PEOPLE OF THE STATE OF**
19 **CALIFORNIA,**

20 Plaintiff,

21 v.

22 **GOOGLE LLC,**

23 Defendant.
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Case No.

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Department:
Judge: The Hon.
Trial Date: None Set
Action Filed:

[COMPLAINT and STIPULATION FOR
ENTRY OF FINAL JUDGMENT AND
PERMANENT INJUNCTION filed
concurrently herewith]

1 The People of the State of California (“People”), appearing through their attorney, Rob
2 Bonta, Attorney General of the State of California, by Supervising Deputy Attorneys General
3 Judith Fiorentini and Tina Charoenpong, and Deputy Attorney General Caroline E. Wilson, and
4 Defendant GOOGLE LLC, appearing through its attorney, Leo P. Cunningham, having stipulated
5 as follows:

6 That this Final Judgment and Permanent Injunction (“Judgment”) may be signed by any
7 judge of the Alameda County Superior Court; and

8 That Plaintiff has filed its Complaint in this matter pursuant to California Business and
9 Professions Code sections 17200 et seq. and 17500 et seq.; and

10 That this Judgment is entered by the Court without the taking of proof and without trial or
11 adjudication of fact or law, without this Judgment constituting evidence of or an admission or
12 denial by GOOGLE LLC regarding any issue of law or fact alleged in the Complaint, without
13 GOOGLE LLC either admitting or denying any liability regarding allegations of violations that
14 occurred prior to entry of this Judgment, and with all parties having waived their right to appeal,
15 and the Court having considered the matter and good cause appearing:

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

17 **I. PARTIES AND JURISDICTION**

18 1. Plaintiff is the People of the State of California in this case.

19 2. Defendant GOOGLE LLC is a Delaware limited liability company with its
20 principal office located at 1600 Amphitheatre Parkway, Mountain View, California 94043.

21 3. This Court has jurisdiction over the subject matter of this action and jurisdiction
22 over the parties to this action; venue is proper in this County; and this Court has jurisdiction to
23 enter this Judgment.

24 4. Defendant, at all relevant times, has transacted business in the State of California,
25 including, but not limited to, the County of Alameda.

26 5. This Judgment is entered pursuant to and subject to Business and Professions Code
27 section 17200 et seq., and Business and Professions Code section 17500 et seq.

28 **II. DEFINITIONS**

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6. For the purposes of this Judgment, the following definitions shall apply:

a. "COVERED CONDUCT" shall mean any and all alleged acts or practices relating to GOOGLE LLC's engagement of radio stations in October 2019 and January 2020 to have the stations' on-air radio personalities record advertisements for the Pixel 4 and to disseminate those advertisements, which the California Attorney General alleges violated Business and Professions Code section 17200 et seq., and Business and Professions Code section 17500 et seq.

b. "COVERED PRODUCT" shall mean (i) any GOOGLE LLC consumer electronic product, (ii) any GOOGLE LLC operating system for handheld devices, and (iii) any GOOGLE LLC operating system or consumer-facing feature when marketed as part of any consumer electronic product.

c. "EFFECTIVE DATE" shall be the date of filing of the Complaint in this action.

d. "ENDORSEMENT" shall mean any advertising or marketing message (including verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser, even if the views expressed by that party are identical to those of the sponsoring advertiser.

e. "ENDORSER" shall mean a person who provides an endorsement of any of GOOGLE LLC's products or services and has been paid by GOOGLE LLC or who has any other relationship with GOOGLE LLC that might affect the weight or credibility of the endorsement, including the receipt of free products or services.

f. "GOOGLE LLC" shall mean Google LLC, a limited liability company, and its successors and assigns.

III. BACKGROUND

7. Plaintiff filed its Complaint for Permanent Injunction, Civil Penalties, Restitution, and Other Equitable Relief alleging that Defendant violated the False Advertising Law and Unfair Competition Law.

1 8. The parties have agreed to resolve this matter as follows:

2 **IV. INJUNCTIVE RELIEF**

3 9. The duties, responsibilities, burdens, and obligations undertaken in connection
4 with this Judgment shall apply to GOOGLE LLC.

5 10. The injunctive terms contained in this Judgment are being entered pursuant to
6 Business & Professions Code sections 17203 and 17535.

7 11. GOOGLE LLC, and GOOGLE LLC's officers, agents, employees, and attorneys,
8 and all other persons in active concert or participation with any of them, who receive actual notice
9 of this Judgment, whether acting directly or indirectly, shall, for twenty (20) years after the
10 EFFECTIVE DATE of this Judgment:

11 a. In connection with the advertising, promotion, offering for sale, or sale of any
12 COVERED PRODUCT, not make any misrepresentation, expressly or by implication:

- 13 i. That an ENDORSER has owned or used the COVERED PRODUCT; or
14 ii. About an ENDORSER's experience with the COVERED PRODUCT.

15 12. Compliance Reports and Notices to the Attorney General: GOOGLE LLC shall
16 make timely submissions to the California Attorney General:

17 a. Two hundred and seventy (270) days after the EFFECTIVE DATE of this
18 Judgment, and each year thereafter, for three (3) years, GOOGLE LLC must submit a compliance
19 report, sworn under penalty of perjury, in which it must: (a) identify the primary physical, postal,
20 and email address and telephone number, as designated points of contact, which representatives
21 of the California Attorney General may use to communicate with GOOGLE LLC; (b) identify all
22 of GOOGLE LLC's businesses involved in the advertising, promotion, offering for sale, or sale of
23 any COVERED PRODUCT by all of their names, telephone numbers, and physical, postal, email,
24 and Internet addresses; (c) describe the activities of each business identified, including the
25 COVERED PRODUCTS offered, and the means of advertising, marketing, and sales, including,
26 if through ENDORSERS, a description of how ENDORSERS are paid or any other material
27 connection with GOOGLE LLC; (d) describe in detail whether and how GOOGLE LLC is in
28 compliance with each Provision of this Judgment, including a discussion of all of the changes

1 GOOGLE LLC made to comply with the Judgment; and (e) provide a copy of each
2 Acknowledgment of the Judgment obtained pursuant to this Judgment, unless previously
3 submitted to the California Attorney General.

4 b. For ten (10) years after the EFFECTIVE DATE of this Judgment, GOOGLE LLC
5 must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of
6 any change in: (a) any designated point of contact; or (b) the structure of GOOGLE LLC or any
7 entity that GOOGLE LLC has any ownership interest in or controls directly or indirectly that may
8 affect compliance obligations arising under this Judgment, including: creation, merger, sale, or
9 dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices
10 subject to this Judgment.

11 c. For twenty (20) years after the EFFECTIVE DATE of this Judgment, GOOGLE
12 LLC must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or
13 similar proceeding by or against GOOGLE LLC within fourteen (14) days of its filing.

14 d. Any submission to the California Attorney General required by this Judgment to
15 be sworn under penalty of perjury must be true and accurate and comply with Code of Civil
16 Procedure section 2015.5, such as by concluding: "I certify (or declare) under penalty of perjury
17 under the laws of the State of California that the foregoing is true and correct" and supplying the
18 date, signatory's full name, and signature.

19 13. Compliance Monitoring: For the purposes of monitoring GOOGLE LLC's
20 compliance with this Judgment:

21 a. For twenty (20) years after the EFFECTIVE DATE of this Judgment, within
22 fourteen (14) days of receipt of a written request from a representative of the California Attorney
23 General, GOOGLE LLC must submit additional compliance reports or other requested
24 information, which must be sworn under penalty of perjury, and produce records for inspection
25 and copying.

26 b. For matters concerning this Judgment, representatives of the California Attorney
27 General are authorized to communicate directly with GOOGLE LLC. GOOGLE LLC must
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1 permit representatives of the California Attorney General to interview anyone affiliated with
2 GOOGLE LLC who has agreed to such an interview. The interviewee may have counsel present.

3 c. The California Attorney General may use all other lawful means, including posing
4 through its representatives as consumers, suppliers, or other individuals or entities, to GOOGLE
5 LLC or any individual or entity affiliated with GOOGLE LLC, without the necessity of
6 identification or prior notice. Nothing in this Judgment limits the California Attorney General's
7 lawful use of compulsory process, pursuant to Government Code section 11180 et seq., and
8 Business & Professions Code sections 17200 et seq. and 17500 et seq.

9 14. Cooperation: GOOGLE LLC must fully cooperate with representatives of the
10 California Attorney General in any investigation or case related to or associated with the
11 transactions or the occurrences that are the subject of the Complaint. GOOGLE LLC must
12 provide truthful and complete information, evidence, and testimony. GOOGLE LLC must cause
13 its officers, employees, representatives, or agents to appear for interviews, discovery, hearings,
14 trials, and any other proceedings that a California Attorney General representative may
15 reasonably request upon five (5) days' written notice, or other reasonable notice, at such places
16 and times as a California Attorney General representative may designate, without the service of a
17 subpoena.

18 15. Recordkeeping: GOOGLE LLC must create certain records for ten (10) years after
19 the EFFECTIVE DATE of the Judgment, and retain each such record for five (5) years, unless
20 otherwise specified below. Specifically, GOOGLE LLC, for any business that GOOGLE LLC is
21 a majority owner or controls directly or indirectly, must create and retain the following records:

22 a. Accounting records showing the revenues from all COVERED PRODUCTS sold,
23 as required under generally accepted accounting principles;

24 b. Personnel records showing, for each person providing services in relation to any
25 aspect of the Judgment, whether as an employee or otherwise, that person's: name; addresses;
26 telephone numbers; job title or position; dates of service; and (if applicable) the reason for
27 termination;

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1 c. Copies or records of all consumer or other complaints concerning the subject
2 matter of this Judgment, whether received directly or indirectly, such as through a third party, and
3 any response;

4 d. All records necessary to demonstrate full compliance with each provision of this
5 Judgment, including all submissions to the California Attorney General;

6 e. Copies of all materials used by GOOGLE LLC to train or otherwise educate any of
7 its principals, officers, directors, managers, employees, agents, or representatives regarding
8 GOOGLE LLC's policies with respect to ENDORSEMENTS subject to this Judgment; and
9 records reflecting which individuals received such training, the date(s) that the individuals
10 received such training, and an indication of which training was provided; and

11 f. For any ENDORSER of a COVERED PRODUCT who is paid by or on behalf of
12 GOOGLE LLC for, or who is contractually obligated to provide, an ENDORSEMENT subject to
13 this Judgment: (a) records indicating the ENDORSER's name and contact information used to
14 communicate with the ENDORSER, or if Google LLC and its agents and representatives did not
15 communicate directly with the ENDORSER, then the name of the ENDORSER's agent or
16 representative and contact information used to communicate with that agent or representative; and
17 (b) records indicating whether GOOGLE LLC or its agents or representatives provided the
18 ENDORSER with the endorsed COVERED PRODUCT; and (c) a copy of each unique
19 ENDORSEMENT by the ENDORSER.

20 16. Acknowledgements of the Judgment:

21 a. GOOGLE LLC, within ten (10) days after the EFFECTIVE DATE of this
22 Judgment, must submit to the California Attorney General an acknowledgment of receipt of this
23 Judgment sworn under penalty of perjury.

24 b. For five (5) years after the EFFECTIVE DATE of this Judgment, GOOGLE LLC
25 must deliver a copy of this Judgment to: (1) all principals, officers, directors, and GOOGLE LLC
26 managers and members; (2) all employees, agents, and representatives having managerial
27 responsibilities for conduct related to the subject matter of the Judgment; and (3) any business
28 entity resulting from any change in structure as set forth in the Provision titled Compliance

1 Reports and Notices to the Attorney General. Delivery must occur within ten (10) days after the
2 Effective Date of the FTC order, File No. 202-3092, for current personnel. For all others,
3 delivery must occur before they assume their responsibilities.

4 c. From each individual or entity to which GOOGLE LLC delivered a copy of this
5 Judgment, GOOGLE LLC must obtain, within thirty (30) days, a signed and dated
6 acknowledgment of receipt of this Judgment, which may be obtained electronically.

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8 **V. MONETARY PAYMENT**

9 17. No later than sixty (60) days after the EFFECTIVE DATE, GOOGLE LLC shall
10 pay a total of \$9,000,000 to be divided and paid by Google LLC directly to the California
11 Attorney General in the amount of \$2,687,441.17. Said payment shall be allocated and used in
12 accordance with Section 17206 of the Business and Professions Code.

13 **VI. RELEASE**

14 18. Following full payment of the amounts due under this Judgment, the California
15 Attorney General shall release and discharge GOOGLE LLC from all civil claims that it could
16 have brought based on the known COVERED CONDUCT under Business and Professions Code
17 sections 17200 et seq. and 17500 et seq. Nothing contained in this paragraph shall be construed to
18 limit the ability of the California Attorney General to enforce the obligations that GOOGLE LLC
19 has under this Judgment.

20 19. Notwithstanding any term of this Judgment, any and all of the following forms of
21 liability are specifically reserved and excluded from the release in Paragraph 18 as to any entity
22 or person, including GOOGLE LLC:

23 a. Any criminal liability that any person or entity, including GOOGLE LLC, has or
24 may have to the States.

25 b. Any civil or administrative liability that any person or entity, including GOOGLE
26 LLC, has or may have to the States under any statute, regulation, or rule giving rise to, any and all
27 of the following claims:

28 i. State or federal antitrust violations;

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- ii. State or federal securities violations; or
- iii. State or federal tax claims.

20. Nothing in this Judgment shall be construed as excusing or exempting GOOGLE LLC from complying with any state or federal law, rule, or regulation, nor shall any of the provisions of this Judgment be deemed to authorize or require GOOGLE LLC to engage in any acts or practices prohibited by any law, rule, or regulation.

21. Nothing in this Judgment shall be construed to settle, release, or resolve any claims individual consumers have or may have under Business and Professions Code sections 17200 et seq. and 17500 et seq., and any claims individual consumers may have against any person and/or entity, including GOOGLE LLC.

VII. GENERAL PROVISIONS

22. Nothing in the Stipulation or this Judgment shall be construed to exonerate any failure to comply with any provision of this Judgment after the EFFECTIVE DATE, or to compromise the authority of the California Attorney General to initiate a proceeding for any failure to comply with this Stipulation or Judgment.

23. Nothing in the Stipulation or this Judgment shall be construed to limit the authority or ability of the California Attorney General to protect the interests of California or the People of the State of California. This Judgment shall not bar the California Attorney General or any other governmental entity from enforcing laws, regulations, or rules against Google LLC for conduct subsequent to or otherwise not covered by this Judgment. Further, nothing in the Stipulation or this Judgment shall be construed to limit the ability of the California Attorney General to enforce the obligations that GOOGLE LLC has under the Stipulation or this Judgment.

24. Nothing in the Stipulation or this Judgment shall be construed as relieving GOOGLE LLC of the obligation to comply with all state and federal laws, regulations, and rules, nor shall any of the provisions of the Stipulation or this Judgment be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

1 25. GOOGLE LLC shall not participate in any activity or form a separate entity or
2 corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited
3 by this Judgment or for any other purpose that would otherwise circumvent any term of this
4 Judgment. GOOGLE LLC shall not knowingly cause, permit, or encourage any other persons or
5 entities acting on its behalf, to engage in practices prohibited by this Judgment.

6 26. If any portion of this Judgment is held invalid or unenforceable, the remaining
7 terms of this Judgment shall not be affected and shall remain in full force and effect.

8 27. Whenever GOOGLE LLC shall provide notice to the California Attorney General
9 under this Judgment, that requirement shall be satisfied by sending notice to: Caroline Wilson,
10 Deputy Attorney General, California Department of Justice, 455 Golden Gate Ave., 11th Fl., San
11 Francisco, CA 94102. All notices or other documents to be provided under this Judgment shall be
12 sent by United States mail, certified mail return receipt requested, or other nationally recognized
13 courier service that provides for tracking services and identification of the person signing for the
14 notice or document, and shall have been deemed to be sent upon mailing. Any party may update
15 its designee or address by sending written notice to the other party informing them of the change.

16 28. Except as otherwise expressly provided, the terms of this Injunction Order shall
17 remain in full force and effect unless and until modified by an order of this Court. The Court
18 shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement
19 of this Injunction Order.

20 29. The facts alleged in the Complaint will be taken as true, without further proof, in
21 any subsequent civil litigation by or on behalf of the California Attorney General to enforce his
22 rights to any payment pursuant to this Judgment, such as a nondischargeability complaint in any
23 bankruptcy case.

24 30. The facts alleged in the Complaint establish all elements necessary to sustain an
25 action by or on behalf of the California Attorney General pursuant to Section 523(a)(2)(A) of the
26 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Judgment will have collateral estoppel
27 effect for such purposes.

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31. In the event of default on any obligation to make payment under this Judgment, interest, computed as if pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for 10 days beyond the date that payment is due, the entire amount will immediately become due and payable.

32. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at Oakland, California.

DATED: _____

HONORABLE
JUDGE OF THE SUPERIOR COURT