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11	Attorneys for The People of the State of Californi	ia	
12	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
13	FOR THE COUNTY OF SANTA CLARA		
14		00001400404	
15	THE PEOPLE OF THE STATE OF CALIFORNIA,	Case No. 23CV422424	
16	Plaintiff,	<del>[PROPOSED]</del> FINAL JUDGMENT AND PERMANENT INJUNCTION	
17	v.		
18	****		
19	GOOGLE, LLC,		
20	Defendant.		
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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		
28	[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION		

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

### I. PARTIES AND JURISDICTION

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

### II. **DEFINITIONS**

- 2. For the purposes of this Judgment, the following definitions apply:
- a. "ACCOUNT" or "GOOGLE ACCOUNT" means an account which a
  USER may create to access many GOOGLE services or products via a username and password
  entered by that USER.
- b. "ACCOUNT CREATION FLOW" means the user interface or process through which a USER creates an ACCOUNT.
- c. "ADS PERSONALIZATION" means the ACCOUNT setting that when enabled, allows GOOGLE to show USERS personalized advertisements across DEVICES based on their activity on GOOGLE services, such as GOOGLE Search or YouTube, and on websites and applications that partner with GOOGLE to show advertisements.
  - d. "ADS PERSONALIZATION LOCATION INFORMATION CONTROL"

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

- e. "AUDIENCE ONE" means the GOOGLE internal system for building a coherent and unified view of USERS, including one common audience targeting offering, to deliver more relevant and targeted ads to USERS, as well as any successor GOOGLE system that accomplishes the same purpose.
- f. "CLEAR AND CONSPICUOUS" means a disclosure that is easily noticeable and easily understandable by the USER. A disclosure is CLEAR AND CONSPICUOUS when:
- i. In textual communications (e.g., printed publications or words displayed on the screen of a computer or mobile device), the required disclosures are of a type, size, and location sufficiently noticeable for a USER to read, and comprehend them, in print that contrasts highly with the background on which they appear;
- ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for a USER to hear and comprehend them;
- iii. In communications disseminated through video means (e.g., television or streaming video), the required disclosures are in writing in a form consistent with subpart (i) of this definition and shall appear on the screen for a duration sufficient for a USER to

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

- I. "INDEPENDENT ASSESSOR REPORTS" means the Independent Assessor's Transmittal Letter and Examination Report on Google LLC's Privacy Program transmitted on a biennial basis that are prepared by a qualified, objective, independent third-party professional, who uses procedures and standards generally accepted in the profession pursuant to FTC Order No. C-4336, issued on October 13, 2011.
- m. "LOCATION HISTORY" means the ACCOUNT setting that, when enabled, automatically saves USERS' LOCATIONS OF PRESENCE on GOOGLE's servers, and which can present USERS' LOCATIONS OF PRESENCE in a visual format shown on a map.
- n. "LOCATION HISTORY PROMO" means a POP-UP NOTIFICATION that prompts the USER to enable LOCATION HISTORY.
- o. "LOCATION OF PRESENCE" means a physical location of a USER or DEVICE and a place in the world at a point in time.
- p. "LOCATION INFORMATION" means any information or data used to identify the LOCATION OF PRESENCE on Earth of a USER or DEVICE including, but not limited to, by use of GPS coordinate monitoring technology, IP address, cell tower data, wireless internet access points (Wi-Fi data), Bluetooth data, and any other similar information or data used to identify the LOCATION OF PRESENCE.
- q. "LOCATION-RELATED ACCOUNT SETTING" means LOCATION

  HISTORY, WEB & APP ACTIVITY, or any other ACCOUNT setting GOOGLE implements

  after the EFFECTIVE DATE that has the same or substantially the same functionality with regard

Incorporation of MULTISTATE AVC Terms

- 4. Paragraphs 5–23 of this Judgment incorporate certain terms of the MULTISTATE AVC. The Parties agree that to the extent GOOGLE has i) already complied with any obligations of paragraphs 5–23 prior to the EFFECTIVE DATE and ii) does not need to take any future steps to comply with obligations in paragraphs 5–23 with respect to California residents, nothing in this Judgment shall require GOOGLE to perform those obligations again after the EFFECTIVE DATE.
- 5. GOOGLE will not make misrepresentations to USERS regarding an individual USER's LOCATION INFORMATION in LOCATION HISTORY and WEB & APP ACTIVITY.
- 6. a. GOOGLE must issue a POP-UP NOTIFICATION to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification, disclosing whether these settings collect LOCATION INFORMATION and instructing USERS how to disable each setting, delete the data collected by the settings, and set data retention limits.
- b. USERS that have disabled notification settings on their DEVICE may not receive the POP-UP NOTIFICATION referenced in paragraph 6(a).
- c. Within thirty (30) days of the EFFECTIVE DATE, GOOGLE must also send an email to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification, disclosing the same information described in paragraph 6(a).
- 7. GOOGLE must maintain a webpage (the "LOCATION TECHNOLOGIES PAGE") that discloses GOOGLE's policies and practices concerning:
  - a. the types of LOCATION INFORMATION collected by GOOGLE;
  - b. the sources of LOCATION INFORMATION collected by GOOGLE;
- c. whether and under what circumstances LOCATION INFORMATION collected and/or retained by GOOGLE is PRECISE LOCATION INFORMATION;
  - d. how enabling each LOCATION-RELATED ACCOUNT SETTING impacts the

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

- b. a hyperlink to the LOCATION TECHNOLOGIES PAGE;
- c. an additional dialogue advising USERS of LOCATION-RELATED ACCOUNT SETTINGS enabled by default, including WEB & APP ACTIVITY, and providing USERS with the option to disable the settings; and
- d. for WEB & APP ACTIVITY and any other LOCATION-RELATED

  ACCOUNT SETTING enabled by default, GOOGLE must disclose the same information described in paragraphs 10(b) and 11(b) above.
- 13. For the purposes of the disclosures in paragraphs 6, 7, 8, 9, 10, 11 and 12, the information reflected in this Judgment will be presented in a manner that the USER cannot avoid.
- 14. GOOGLE must notify USERS via email of any material changes to GOOGLE's Privacy Policy concerning the collection, use, and storage of LOCATION INFORMATION.
- 15. GOOGLE must include a hyperlink to the LOCATION TECHNOLOGIES PAGE in its Privacy Policy.
- Page to help USERS identify LOCATION-RELATED ACCOUNT SETTING controls: "Location info is saved and used based on your settings. Learn more." GOOGLE must maintain the language required in this paragraph on the ACCOUNT Data & Privacy Page (or, should the name of the ACCOUNT Data & Privacy Page that contains the same content).
- 17. GOOGLE must give USERS the ability to disable a LOCATION-RELATED ACCOUNT SETTING and delete the LOCATION INFORMATION stored by that setting in a single, continuous flow, i.e., without needing to navigate to a separate surface or page.

	18.	GOOGLE will refrain from sharing a USER's PRECISE LOCATION
INFOR	RMATIO	N with a third-party advertiser, absent EXPRESS AFFIRMATIVE CONSENT for
sharing	g and use	by that third party. GOOGLE's obligations under this paragraph will not restrict
GOOG	LE's abi	ility to comply with federal, state, or local laws or regulations that require GOOGLI
to follo	w partic	ular processes when obtaining USER consent.

- 19. GOOGLE will automatically delete LOCATION INFORMATION derived from a DEVICE or from IP addresses in WEB & APP ACTIVITY within thirty (30) days of collection of such LOCATION INFORMATION.
- 20. GOOGLE will continue to automatically delete LOCATION HISTORY data for INACTIVE USERS within 180 days of the USER receiving an email notification that their data in LOCATION HISTORY will be deleted, unless USERS take steps to keep their data.
- a. GOOGLE must send the email notification required by this paragraph within ninety (90) days of the USER becoming inactive.
- b. For any USER who is an INACTIVE USER as of the EFFECTIVE DATE, GOOGLE will send the email notification required by this paragraph within thirty (30) days of the EFFECTIVE DATE.
- 21. Before materially changing how LOCATION HISTORY or WEB & APP

  ACTIVITY use PRECISE LOCATION INFORMATION after the EFFECTIVE DATE, GOOGLE

  will internally assess the privacy impact of that change.
- 22. Before materially changing how GOOGLE shares USERS' PRECISE LOCATION INFORMATION collected in LOCATION HISTORY or WEB & APP ACTIVITY after the EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.
- 23. All internal assessments in paragraphs 21 and 22 must be documented in writing within GOOGLE.

# Additional Injunctive Terms

- 24. GOOGLE will not make misrepresentations to USERS regarding an individual USER's LOCATION INFORMATION in ADS PERSONALIZATION.
- 25. In addition to the information required in paragraph 7, the LOCATION TECHNOLOGIES PAGE must disclose the following:
- a. how USERS can find the ADS PERSONALIZATION LOCATION
   INFORMATION CONTROL and disable this setting;
- b. how LOCATION INFORMATION is used for advertising when ADS
  PERSONALIZATION and the ADS PERSONALIZATION LOCATION INFORMATION
  CONTROL are enabled; and
- c. how USERS can limit the use of LOCATION INFORMATION in advertising using the ADS PERSONALIZATION LOCATION INFORMATION CONTROL.
- 26. When USERS enable or are prompted to enable ADS PERSONALIZATION while using a GOOGLE product, GOOGLE must present a CLEAR AND CONSPICUOUS hyperlink to the LOCATION TECHNOLOGIES PAGE.
- 27. When USERS enable or are prompted to enable ADS PERSONALIZATION within their ACCOUNT Data & Privacy Page, GOOGLE must present a CLEAR AND CONSPICUOUS hyperlink to the LOCATION TECHNOLOGIES PAGE.
- 28. For USERS who go through the ACCOUNT CREATION FLOW and do not expand "More Options" to review the WEB & APP ACTIVITY SETTING, GOOGLE will provide those USERS a notice advising them that their ACCOUNT is set up to allow GOOGLE to save their personal information, including LOCATION INFORMATION; and allowing those USERS to disable the WEB & APP ACTIVITY SETTING prior to completing ACCOUNT setup.
  - 29. When USERS enable or are prompted to enable a LOCATION-RELATED

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

- 30. When USERS enable or are prompted to enable a LOCATION-RELATED ACCOUNT SETTING within their ACCOUNT Data & Privacy Page, GOOGLE must present a CLEAR AND CONSPICUOUS disclosure that, as long as it remains true for the LOCATION-RELATED ACCOUNT SETTING to which such a disclosure applies, stored LOCATION INFORMATION for that LOCATION-RELATED ACCOUNT SETTING may be used for ADS PERSONALIZATION.
- 31. Before changing any disclosure in a LOCATION-RELATED SETTING or ADS PERSONALIZATION relating to LOCATION INFORMATION that GOOGLE anticipates will have a material privacy impact on USERS, GOOGLE's Privacy Working Group must review the proposed disclosure. For each disclosure that is published to USERS, GOOGLE shall maintain a record of the approval for publication of the disclosure.
- 32. Before making any changes in how GOOGLE collects, stores, or uses USER LOCATION INFORMATION that GOOGLE anticipates would have a material privacy impact on USERS, GOOGLE's Privacy Working Group must review the proposed change.
- 33. GOOGLE must not use a LOCATION HISTORY PROMO unless the LOCATION HISTORY PROMO routes USERS to a consent flow that informs USERS that the LOCATION HISTORY setting will save LOCATION INFORMATION independently of which GOOGLE product or service the USER may be using.

- 34. GOOGLE must not use LOCATION INFORMATION from LOCATION HISTORY to build ad targeting profiles of USERS in AUDIENCE ONE without providing a disclosure to the USER.
- 35. GOOGLE must not store PRECISE LOCATION INFORMATION, excluding USER-INPUTTED LOCATION TERMS, in a USER'S ACCOUNT through WEB & APP ACTIVITY unless GOOGLE provides a notice to the USER of such storage of PRECISE LOCATION INFORMATION.

# COMPLIANCE AND REPORTING REQUIREMENTS

- 36. Google must provide the INITIAL COMPLIANCE REPORT and ANNUAL COMPLIANCE REPORT required by paragraph 61 of the MULTISTATE AVC to the California Attorney General's Office as follows:
- a. GOOGLE will provide a copy of the INITIAL COMPLIANCE REPORT required by paragraph 61 of the MULTISTATE AVC within seven (7) days of the EFFECTIVE DATE.
- b. Google will provide each ANNUAL COMPLIANCE REPORT required by paragraph 61 of the MULTISTATE AVC within fourteen (14) days after it is provided to the Nebraska Attorney General's Office.
- 37. GOOGLE will provide the California Attorney General's Office with copies of the INDEPENDENT ASSESSOR REPORTS for the following biennial assessment periods: 2020–2022, 2022–2024, and 2024–2026.
- a. GOOGLE must provide the INDEPENDENT ASSESSOR REPORTS for the 2022–2024 and 2024–2026 biennial assessment periods to the California Attorney General within seven (7) days of transmitting the report to the Federal Trade Commission. Google shall provide the INDEPENDENT ASSESSOR REPORT for the 2020–2022 biennial assessment period within

fourteen (14) days of the EFFECTIVE DATE.

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

## IV. MONETARY PROVISIONS

- 39. No later than seventy-five (75) business days after the EFFECTIVE DATE,
  GOOGLE shall pay the Attorney General the amount of \$93,000,000 (Ninety-Three Million
  Dollars) pursuant to Business and Professions Code section 17206. Payment shall be made by wire
  transfer pursuant to instructions provided by the California Attorney General's Office.
- 40. Except as otherwise expressly provided herein, each party shall bear its own attorneys' fees and costs.

## V. RELEASE

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

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

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

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

## VI. ADDITIONAL GENERAL PROVISIONS

- 42. Unless otherwise provided, the time for compliance with the above terms is one hundred and eighty (180) days from the EFFECTIVE DATE.
- a. Where the aforementioned terms require GOOGLE to make certain disclosures to USERS, Google must make the disclosures in English with the 180-day time for compliance, and must make reasonable efforts to update disclosures in other applicable languages within a reasonable time thereafter.
- 43. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Judgment.
- 44. Nothing in this Judgment shall be construed as relieving GOOGLE of its obligations to comply with all state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.
- 45. If the California Attorney General has reason to believe that GOOGLE has failed to comply with any of the terms of this judgment, and if in the California Attorney General's sole discretion the failure to comply does not threaten the health or safety of California citizens, the California Attorney General will notify GOOGLE of such failure to comply and GOOGLE will have thirty (30) days from receipt of such notice to provide a good faith written response, including either a statement that GOOGLE believes it is in full compliance, or otherwise a statement explaining how the violation occurred, whether it was inadvertent, and how GOOGLE remediated or will remediate the violation. The California Attorney General may agree to provide GOOGLE more than thirty (30) days to respond. During the thirty (30) day period, the California Attorney

1	49.	This Judgment shall take effect immediately upon entry thereof.
2	50.	The clerk is directed to enter this Judgment forthwith.
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4	ORDERED A	AND ADJUDGED at Santa Clara, California, this day of September, 2023.
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6		Judge of the Superior Court
7		Evette D. Pennypacker
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