

**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

GOOGLE LLC, a Delaware limited  
liability company,

Defendant.

NO. 22-2-01103-3 SEA

CONSENT DECREE

**[CLERK'S ACTION REQUIRED]**

**I. JUDGMENT SUMMARY**

- |     |                                 |  |
|-----|---------------------------------|--|
| 1.1 | Judgment creditor:              | State of Washington  |
| 1.2 | Judgment Debtors:               | Google LLC, a Delaware<br>limited liability company  |
| 1.3 | Principal Judgment Amount:      | <b>\$39,900,000.00</b>   |
| 1.4 | Post Judgment Interest Rate:    | 12% per annum  |
| 1.5 | Attorney for Judgment Creditor: | Andrea Alegrett<br>Assistant Attorney General  |
| 1.6 | Attorney for Judgment Debtors:  | Simona Agnolucci<br>Benedict Y. Hur<br>Willkie Farr & Gallagher LLP<br><br>Wendy Huang Waszmer<br>Wilson Sonsini Goodrich & Rosati, PC |

1           1.7     Plaintiff State of Washington (Washington), appearing by and through its  
2 attorneys, Robert Ferguson, Attorney General, and Andrea Alegrett, Daniel Davies, Kathleen  
3 Box, Ben Brysacz, and Rabi Lahiri, Assistant Attorneys General, and having commenced this  
4 action pursuant to RCW 19.86, the Consumer Protection Act (CPA); and

5           1.8     Defendant Google LLC, a Delaware limited liability company (GOOGLE),  
6 appearing by and through its attorneys Steven Fogg and Jack Lovejoy, Corr Cronin LLP, and  
7 Benedict Hur, Simona Agnolucci, Eduardo Santacana, and Tiffany Lin, Willkie Farr &  
8 Gallagher LLP and having been served with the Summons and Complaint; and

9           1.9     Washington and GOOGLE (together, the “Parties”) having agreed on a basis for  
10 the settlement of the matters alleged in the Complaint and to the entry of this Consent Decree  
11 against GOOGLE without the need for trial or adjudication of any issue of law or fact; and

12          1.10    GOOGLE recognizes and states this Consent Decree is entered into voluntarily  
13 and that no promises, representations, or threats have been made by the Attorney General’s  
14 Office or any member, officer, agent, or representative thereof to induce them to enter into this  
15 Consent Decree, except for the promises and representations provided herein; and

16          1.11    GOOGLE waives any right it may have to appeal from this Consent Decree or to  
17 otherwise contest the validity of this Consent Decree; and

18          1.12    GOOGLE further agrees this Court shall retain jurisdiction of this action and  
19 jurisdiction over Defendant for the purpose of implementing and enforcing the terms and  
20 conditions of this Consent Decree. Google does not concede that violation of the Consent Decree  
21 constitutes a violation of the CPA, and

22          1.13    The Court, finding no just reason for delay;

23          NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as  
24 follows:  
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2.2 This Consent Decree or the fact of its entry does not constitute evidence or an admission by GOOGLE regarding the existence or non-existence of any issue, fact, or violation of any law alleged by Washington. To the contrary, GOOGLE has denied and continues to deny any and all wrongdoing of any kind whatsoever and retains, and does not waive, any and all defenses GOOGLE may have with respect to such matters.

3.1 For the purposes of this Consent Decree, 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. “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 read and comprehend them, and in the same language as the predominant language that is used in the communication;

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

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

e. "COVERED CONDUCT" means alleged omissions and misrepresentations made by GOOGLE regarding GOOGLE's collection,

1 use, and retention of USERS' LOCATION INFORMATION in  
2 LOCATION HISTORY and WEB & APP ACTIVITY as set forth in the  
3 Complaint herein.

4 f. "DEVICE" means any device capable of connecting to the internet from  
5 which a USER may access their GOOGLE ACCOUNT and/or  
6 LOCATION-RELATED ACCOUNT SETTINGS.

7 g. "EFFECTIVE DATE" means December 14, 2022.

8 h. "EXPRESS AFFIRMATIVE CONSENT" means an affirmative act or  
9 statement by a USER that demonstrates the USER's consent or  
10 acceptance after receiving CLEAR AND CONSPICUOUS disclosure of  
11 material facts.

12 i. "FINAL IMPLEMENTATION DATE" means six (6) months after the  
13 EFFECTIVE DATE.

14 j. "INACTIVE USER" is a USER whose LOCATION INFORMATION  
15 was last uploaded to the USER's GOOGLE ACCOUNT more than three  
16 (3) years ago, if the LOCATION INFORMATION is still stored in the  
17 USER's GOOGLE ACCOUNT. This includes a USER whose  
18 LOCATION INFORMATION was uploaded to the USER's GOOGLE  
19 ACCOUNT more than three years ago, and then the USER enabled or  
20 disabled the relevant setting(s) without uploading any new data within  
21 three years.

22 k. "INDEPENDENT ASSESSOR REPORTS" means the Independent  
23 Assessor's Transmittal Letter and Examination Report on Google LLC's  
24 Privacy Program transmitted on a biennial basis that are prepared by a  
25 qualified, objective, independent third-party professional, who uses  
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1 procedures and standards generally accepted in the profession pursuant to  
2 FTC Order No. C-4336, issued on October 13, 2011.

3 l. “LOCATION HISTORY” means the ACCOUNT setting that, when  
4 enabled, automatically saves USERS’ LOCATIONS OF PRESENCE on  
5 GOOGLE’s servers, and which can present USERS’ LOCATIONS OF  
6 PRESENCE in a visual format shown on a map.

7 m. “LOCATION OF PRESENCE” means a physical location of a USER or  
8 DEVICE and a place in the world at a point in time.

9 n. “LOCATION INFORMATION” means any information or data used to  
10 identify the LOCATION OF PRESENCE on Earth of a USER or  
11 DEVICE including, but not limited to, by use of GPS coordinate  
12 monitoring technology, IP address, cell tower data, wireless internet  
13 access points (Wi-Fi data), Bluetooth data, and any other similar  
14 information or data used to identify the LOCATION OF PRESENCE.

15 o. “LOCATION-RELATED ACCOUNT SETTING” means LOCATION  
16 HISTORY, WEB & APP ACTIVITY, or any other ACCOUNT setting  
17 GOOGLE implements after the EFFECTIVE DATE that has the same or  
18 substantially the same functionality with regard to the collection,  
19 retention, and use of LOCATION INFORMATION as LOCATION  
20 HISTORY and WEB & APP ACTIVITY.

21 p. “PRECISE LOCATION INFORMATION” means the latitude and  
22 longitude of a USER or DEVICE.

23 q. “POP-UP NOTIFICATION” means a notification that is viewable by a  
24 USER during interaction with a GOOGLE product or service or is pushed  
25 to a USER via apps installed on the USER’s DEVICE.  
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1           r.       “USER” means a person residing in the United States with a GOOGLE  
2                   ACCOUNT who uses or used any GOOGLE products or services since  
3                   January 1, 2014.

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

#### 7                                   **IV.    INJUNCTIONS**

8           4.1     The duties, responsibilities, burdens, and obligations undertaken in connection  
9                   with this Consent Decree must apply to GOOGLE and its directors, officers, employees,  
10                  representatives, agents, affiliates, parents, subsidiaries, predecessors, assigns, and successors for  
11                  a period of five (5) years from the FINAL IMPLEMENTATION DATE, except for paragraphs  
12                  4.2, 4.21, and 4.22.

##### 13                   **A.   General Compliance**

14           4.2     GOOGLE will not make misrepresentations to USERS regarding an individual  
15                   USER’s LOCATION INFORMATION in LOCATION HISTORY and WEB & APP  
16                   ACTIVITY.

##### 17                   **B.   Consent and Disclosures**

18           4.3     GOOGLE must issue a POP-UP NOTIFICATION to USERS who have  
19                   LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification,  
20                   disclosing whether these settings collect LOCATION INFORMATION and instructing USERS  
21                   how to disable each setting, delete the data collected by the settings, and set data retention limits.

22                   a.       USERS that have disabled notification settings on their DEVICE may not  
23                               receive the POP-UP NOTIFICATION referenced in paragraph 4.3(a).

24                   b.       Within thirty (30) days of the EFFECTIVE DATE, GOOGLE must also  
25                               send an email to USERS who have LOCATION HISTORY or WEB &  
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1 APP ACTIVITY enabled at the time of the notification, disclosing the  
2 same information described in paragraph 4.3(a).

3 4.4 GOOGLE must maintain a webpage (the “LOCATION TECHNOLOGIES  
4 PAGE”) that discloses GOOGLE’s policies and practices concerning:

- 5 a. the types of LOCATION INFORMATION collected by GOOGLE;
- 6 b. the sources of LOCATION INFORMATION collected by GOOGLE;
- 7 c. whether and under what circumstances LOCATION INFORMATION  
8 collected and/or retained by GOOGLE is PRECISE LOCATION  
9 INFORMATION;
- 10 d. how enabling each LOCATION-RELATED ACCOUNT SETTING  
11 impacts the collection, retention, and/or use of LOCATION  
12 INFORMATION by GOOGLE, including the precision and frequency of  
13 data collected, and whether each such setting applies across DEVICES  
14 linked to the same ACCOUNT;
- 15 e. how and to what extent USERS are able to limit in GOOGLE  
16 ACCOUNTS the LOCATION INFORMATION GOOGLE collects or  
17 retains about the USERS, including the extent to which GOOGLE  
18 collects, retains, or uses LOCATION INFORMATION when  
19 LOCATION-RELATED ACCOUNT SETTINGS are disabled or paused;
- 20 f. how USERS can find information about the state of their LOCATION-  
21 RELATED ACCOUNT SETTINGS and disable such settings;
- 22 g. the purpose(s) for which GOOGLE collects or obtains LOCATION  
23 INFORMATION, including how LOCATION INFORMATION is used  
24 for advertising, research purposes, trends, and creating USER profiles;
- 25 h. how and to what extent USERS can limit GOOGLE’s uses of the  
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1 LOCATION INFORMATION, including the fact that USERS cannot  
2 prevent the use of LOCATION INFORMATION in advertising by ADS  
3 PERSONALIZATION;

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

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

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

11 i. deleted by USERS,

12 ii. deleted at USERS' request, or

13 iii. automatically deleted by GOOGLE;

14 l. whether and what types of LOCATION INFORMATION are collected  
15 from USERS signed out of their ACCOUNTS, how that LOCATION  
16 INFORMATION is retained and/or used, and whether and how signed-  
17 out USERS can limit collection or delete this LOCATION  
18 INFORMATION;

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

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

25 4.5 The LOCATION TECHNOLOGIES PAGE must be designed and presented in a  
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1 CLEAR AND CONSPICUOUS disclosure.

2 4.6 GOOGLE must disclose as part of the opt-in flow for LOCATION HISTORY  
3 ways in which LOCATION INFORMATION previously stored in LOCATION HISTORY that  
4 has been de-identified or anonymized is used. The disclosure required in this paragraph must be  
5 CLEAR AND CONSPICUOUS and presented when USERS enable or are prompted to enable  
6 LOCATION HISTORY within their ACCOUNT Data & Privacy Page or while using a  
7 GOOGLE product.

8 4.7 When USERS enable or are prompted to enable a LOCATION-RELATED  
9 ACCOUNT SETTING while using a GOOGLE product, GOOGLE must present a CLEAR  
10 AND CONSPICUOUS disclosure that includes:

- 11 a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and
- 12 b. the following information concerning the LOCATION-RELATED  
13 ACCOUNT SETTING:
  - 14 i. sources of the LOCATION INFORMATION for the  
15 LOCATION-RELATED ACCOUNT SETTING;
  - 16 ii. purposes for which the LOCATION-RELATED ACCOUNT  
17 SETTING collects, retains, and uses LOCATION  
18 INFORMATION;
  - 19 iii. retention of LOCATION INFORMATION stored with a USER's  
20 ACCOUNT when the LOCATION-RELATED ACCOUNT  
21 SETTING is enabled, and deletion controls available to USERS;  
22 and
  - 23 iv. whether the LOCATION-RELATED ACCOUNT SETTING  
24 collects LOCATION INFORMATION even when USERS are not  
25 using a specific GOOGLE service.

1           4.8     When USERS enable or are prompted to enable a LOCATION-RELATED  
2 ACCOUNT SETTING within their ACCOUNT Data & Privacy Page, GOOGLE must present  
3 a CLEAR AND CONSPICUOUS disclosure that includes:

- 4           a.     a hyperlink to the LOCATION TECHNOLOGIES PAGE; and
- 5           b.     the following information concerning the LOCATION-RELATED  
6 ACCOUNT SETTING:
  - 7           i.     sources of the LOCATION INFORMATION for the  
8 LOCATION-RELATED ACCOUNT SETTING;
  - 9           ii.    purposes for which the LOCATION-RELATED ACCOUNT  
10 SETTING collects, retains, and uses LOCATION  
11 INFORMATION;
  - 12           iii.   retention of LOCATION INFORMATION stored with a USER's  
13 ACCOUNT when the LOCATION-RELATED ACCOUNT  
14 SETTING is enabled, and deletion controls available to USERS;  
15 and
  - 16           iv.    whether the LOCATION-RELATED ACCOUNT SETTING  
17 collects LOCATION INFORMATION even when USERS are not  
18 using a specific GOOGLE service.

19           4.9     GOOGLE must include the following in its ACCOUNT CREATION FLOW:

- 20           a.     CLEAR AND CONSPICUOUS disclosures regarding the collection,  
21 retention, and use of LOCATION INFORMATION, including but not  
22 limited to GPS, IP address, DEVICE sensor data, Wi-Fi data, and  
23 Bluetooth data, that the USER agrees to prior to creating an ACCOUNT;
- 24           b.     a hyperlink to the LOCATION TECHNOLOGIES PAGE;
- 25           c.     an additional dialogue advising USERS of LOCATION-RELATED  
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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 4.7(b) and 4.8(b) above.

4.10 For the purposes of the disclosures in paragraphs 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, and 4.9, the information reflected in this Consent Decree will be presented in a manner that the USER cannot avoid.

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

4.12 GOOGLE must include a hyperlink to the LOCATION TECHNOLOGIES PAGE in its Privacy Policy.

#### **C. Account Controls**

4.13 GOOGLE must add the following language to the ACCOUNT Data & Privacy 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 change, on the newly-named page that contains the same content).

4.14 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.

#### **D. Limits on Data Use and Retention**

4.15 GOOGLE will refrain from sharing a USER's PRECISE LOCATION

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

5 4.16 GOOGLE will automatically delete LOCATION INFORMATION derived from  
6 a DEVICE or from IP addresses in WEB & APP ACTIVITY within thirty (30) days of collection  
7 of such LOCATION INFORMATION.

8 4.17 GOOGLE will continue to automatically delete LOCATION HISTORY data for  
9 INACTIVE USERS within 180 days of the USER receiving an email notification that their data  
10 in LOCATION HISTORY will be deleted, unless USERS take steps to keep their data.

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

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

16 4.18 Before materially changing how LOCATION HISTORY or WEB & APP  
17 ACTIVITY use PRECISE LOCATION INFORMATION after the EFFECTIVE DATE,  
18 GOOGLE will internally assess the privacy impact of that change.

19 4.19 Before materially changing how GOOGLE shares USERS' PRECISE  
20 LOCATION INFORMATION collected in LOCATION HISTORY or WEB & APP ACTIVITY  
21 after the EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.

22 4.20 All internal assessments in paragraphs 4.18 and 4.19 must be documented in  
23 writing within GOOGLE.

## 24 **E. Compliance and Reporting Requirements**

25 4.21 Within 180 days of the EFFECTIVE DATE, GOOGLE will prepare a report  
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1 detailing GOOGLE's compliance with this Consent Decree (the "INITIAL COMPLIANCE  
2 REPORT"). The INITIAL COMPLIANCE REPORT must include all relevant implementation  
3 date(s) as well as copies of the text of any required disclosures. Thereafter, GOOGLE will  
4 prepare an annual compliance report (the "ANNUAL COMPLIANCE REPORT") starting one  
5 (1) year after the EFFECTIVE DATE and ending four (4) years after the EFFECTIVE DATE.

6 4.22 GOOGLE may fulfill its reporting obligations under this paragraph by providing  
7 a copy of the INITIAL COMPLIANCE REPORT and each ANNUAL COMPLIANCE  
8 REPORT to either the Washington Attorney General's Office or to the Office of the Attorney  
9 General of the State of Nebraska, who may then share the information it receives with the  
10 Washington Attorney General's Office.

11 4.23 Google will not object to the Washington Attorney General's Office requesting  
12 the INDEPENDENT ASSESSOR REPORT and each ANNUAL COMPLIANCE REPORT  
13 from the Office of the Attorney General of the State of Nebraska or to the Office of the Attorney  
14 General of the State of Nebraska providing the Washington Attorney General's Office with  
15 access to such reports.

16 4.24 Any INITIAL COMPLIANCE REPORT, ANNUAL COMPLIANCE REPORT,  
17 or INDEPENDENT ASSESSOR REPORT (collectively, the "REPORTS") the Washington  
18 Attorney General's Office receives, either pursuant to paragraph 4.22 or otherwise, and all  
19 information contained therein, to the extent permitted by the laws of the State of Washington,  
20 will be treated by the Washington Attorney General's Office as confidential; will not be shared  
21 or disclosed and will be treated by the Washington Attorney General's Office as exempt from  
22 disclosure under the relevant public records laws of the State of Washington. In the event that  
23 the Washington Attorney General's Office receives any request from the public to inspect any  
24 of the REPORTS provided or other confidential documents under this Agreement and believes  
25 that such information is subject to disclosure under the relevant public records laws, the  
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1 Washington Attorney General's Office agrees to provide GOOGLE with at least ten (10) days  
2 advance notice before producing the information, to the extent permitted by Washington law  
3 (and with any required lesser advance notice), so that GOOGLE may take appropriate action to  
4 defend against the disclosure of such information. The notice under this paragraph shall be  
5 provided consistent with the notice requirements contained in paragraph 7.16. Nothing contained  
6 in this paragraph will alter or limit the obligations of the Washington Attorney General's Office  
7 that may be imposed by the relevant public records laws of the State of Washington, or by order  
8 of any court, regarding the maintenance or disclosure of documents and information supplied to  
9 the Washington Attorney General's Office except with respect to the obligation to notify  
10 GOOGLE of any potential disclosure.

#### 11 **V. MONETARY PAYMENT**

12 5.1 Washington shall recover and GOOGLE shall pay Washington the amount of  
13 \$39,900,000.00 for costs and reasonable attorney's fees incurred by Washington in pursuing this  
14 matter, for monitoring and potential enforcement of this Consent Decree, for future enforcement  
15 of RCW 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the  
16 sole discretion of the Attorney General.

17 5.2 Payments referenced in paragraphs 5.1 shall be made no later than 60 days from  
18 the filing of this Agreement by wire transfer.

19 5.3 Defendant's failure to timely make payments as required by this Consent  
20 Decree, without written agreement by Washington, shall be a material breach of this Consent  
21 Decree.

#### 22 **VI. RELEASE**

23 6.1 By execution of this Consent Decree, and following full payment by GOOGLE  
24 of the amounts due under this Consent Decree, Washington releases and forever discharges  
25 GOOGLE and its past and present officers, directors, employees, agents, affiliates, parents,  
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1 subsidiaries, operating companies, predecessors, assigns, and successors from all civil claims  
2 that the Washington Attorney General could have brought under RCW 19.86.020 and any  
3 statutory or common law claims that the Attorney General could have brought arising out of or  
4 related to the allegations in the Complaint up to and including the filing date of this Agreement,  
5 including Unknown Claims. "Unknown Claims" means any and all claims released by  
6 Washington that Washington does not know or suspect to exist in their favor at the time of the  
7 release arising out of or related to the allegations of the Complaint, which if known by the  
8 Washington Attorney General might have affected its decision with respect to this Agreement.

9 6.2 Nothing contained in this Consent Decree will be construed to limit the ability of  
10 the Washington Attorney General to enforce the obligations that GOOGLE has under this  
11 Consent Decree. Nothing in this Consent Decree will be construed to limit GOOGLE's ability  
12 to enforce the terms of the Consent Decree. Further, nothing in this Consent Decree will be  
13 construed to waive or limit any private rights of action.

14 6.3 Notwithstanding the releases in paragraph 6.1, or any other term of this Consent  
15 Decree, the following claims are specifically reserved and not released by this Consent Decree:  
16 (1) claims based on violations of state or federal antitrust laws; (2) claims based on violations of  
17 securities laws; (3) criminal liability; and (4) claims that arise from GOOGLE's actions that take  
18 place after the filing of this Agreement.

## 19 VII. GENERAL PROVISIONS

20 7.1 The Parties understand and agree that this Consent Decree will not be construed  
21 as an approval or sanction by the Attorney General of GOOGLE's business practices, nor will  
22 GOOGLE represent that this Consent Decree constitutes an approval or sanction of its business  
23 practices. The Parties further understand and agree that any failure by the Attorney General to  
24 take any action in response to information submitted pursuant to this Consent Decree will not be  
25 construed as an approval or sanction of any representations, acts, or practices indicated by such  
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1 information, nor will it preclude action thereon at a later date.

2       7.2     Nothing in this Consent Decree will be construed to limit the authority or ability  
3 of the Washington Attorney General to protect the interests of Washington or the people of  
4 Washington. This Consent Decree will not bar the Washington Attorney General or any other  
5 governmental entity from enforcing laws, regulations, or rules against GOOGLE for conduct  
6 subsequent to or otherwise not covered by this Consent Decree. Further, nothing in this Consent  
7 Decree will be construed to limit the ability of the Washington Attorney General to enforce the  
8 obligations that GOOGLE has under this Consent Decree.

9       7.3     Nothing in this Consent Decree will be construed as relieving GOOGLE of the  
10 obligation to comply with all federal, state, and local laws, regulations, and rules, nor will any  
11 of the provisions of this Consent Decree be deemed to be permission to engage in any acts or  
12 practices prohibited by such laws, regulations, and rules.

13       7.4     Nothing in this Consent Decree will be construed to prevent GOOGLE from  
14 complying with laws, regulations, and rules of any State, the United States, or any other  
15 jurisdictions.

16       7.5     For five (5) years after the EFFECTIVE DATE, GOOGLE must provide the  
17 information contained in paragraphs 4.3-4.20 to all principals, officers, directors, and LLC  
18 managers and members and all employees, agents, and representatives who have supervisory  
19 responsibilities relating to paragraphs 4.3-4.20 of this Consent Decree. Delivery must occur  
20 within seven (7) days of filing of this Consent Decree for current personnel. For all others,  
21 delivery must occur before they assume their responsibilities.

22       7.6     For each individual to which GOOGLE provided the information contained in  
23 paragraph 7.5 of this Consent Decree, GOOGLE must obtain, within thirty (30) days, a signed  
24 and dated acknowledgement of receipt.

25       7.7     This Consent Decree may be executed by any number of counterparts and by  
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1 different signatories on separate counterparts, each of which will constitute an original  
2 counterpart thereof and all of which together will constitute one and the same document. One or  
3 more counterparts of this Consent Decree may be delivered by facsimile or electronic  
4 transmission with the intent that it or they will constitute an original counterpart thereof.

5       7.8     This Consent Decree contains the complete agreement between the Parties. The  
6 Parties have made no promises, representations, or warranties other than what is contained in  
7 this Consent Decree. This Consent Decree supersedes any prior oral or written communications,  
8 discussions, or understandings.

9       7.9     For purposes of construing the Consent Decree, this Consent Decree will be  
10 deemed to have been drafted by all Parties.

11       7.10    This Consent Decree is entered into voluntarily and solely for the purpose of  
12 resolving the claims and causes of action against GOOGLE. Each Party and signatory to this  
13 Consent Decree represents that it freely and voluntarily enters into this Consent Decree without  
14 any degree of duress or compulsion.

15       7.11    GOOGLE will not participate in any activity or form a separate entity or  
16 corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited  
17 by this Consent Decree or for any other purpose that would otherwise circumvent any term of  
18 this Consent Decree. GOOGLE will not knowingly cause, permit, or encourage any other  
19 persons or entities acting on its behalf, to engage in practices prohibited by this Consent Decree.

20       7.12    GOOGLE agrees that this Consent Decree does not entitle it to seek or to obtain  
21 attorneys' fees as a prevailing party under any statute, regulation, or rule, and GOOGLE further  
22 waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

23       7.13    This Consent Decree will not be construed to waive any claims of sovereign  
24 immunity the State of Washington may have in any action or proceeding.

25       7.14    If any portion of this Consent Decree is held invalid or unenforceable, the  
26

1 remaining terms of this Consent Decree will not be affected and will remain in full force and  
2 effect.

3 7.15 After the EFFECTIVE DATE, GOOGLE shall maintain records required to  
4 demonstrate its compliance with paragraphs 4.2 through 4.22, and 7.5 and 7.6 of this Consent  
5 Decree for a period of not less than five (5) years.

6 7.16 Except as otherwise provided herein, any notice or other documents to be sent to  
7 the Parties or either Party pursuant to this Consent Decree shall be sent by e-mail and United  
8 States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier  
9 service that provide for tracking services and identification of the person signing for the  
10 documents and electronic mail. The notices and/or documents shall be sent to the following  
11 addresses:

12 a. For the Washington Attorney General:

13 Andrea Alegrett  
14 Office of the Washington Attorney General  
15 800 Fifth Avenue, Suite 2000  
16 Seattle, WA 98104  
17 (206) 389-3813  
18 andrea.alegrett@atg.wa.gov

19 b. For Google:

20 Cynthia Pantazis  
21 Director, State Policy  
22 Google LLC  
23 25 Massachusetts Avenue, NW  
24 Washington, DC 20001  
25 PH: (202) 346-1328  
26 cpantazis@google.com

Benedict Y. Hur  
Simona Agnolucci  
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San Francisco, CA 94111  
PH: (415) 858-7400  
bhur@willkie.com  
sagnolucci@willkie.com

Wendy Huang Waszmer  
Wilson Sonsini Goodrich & Rosati, PC

1 1301 Avenue of the Americas - 40th Floor  
2 New York, New York 10019  
3 PH:(212) 497-7702  
4 www.szm@wsgr.com

5 7.17 If Washington has reason to believe that GOOGLE has failed to comply with any  
6 of paragraphs 4.2 through 4.22 of this Consent Decree, and if the failure to comply does not  
7 threaten the health or safety of citizens, Washington will notify GOOGLE of such failure to  
8 comply and GOOGLE will have thirty (30) days from receipt of such notice to provide a good  
9 faith written response, including either a statement that GOOGLE believes it is in full  
10 compliance, or otherwise a statement explaining how the violation occurred, whether it was  
11 inadvertent, and how GOOGLE remediated or will remediate the violation. Washington may  
12 agree to provide GOOGLE more than thirty (30) days to respond. During the thirty (30) day  
13 period, the Attorney General shall engage in good faith discussions with GOOGLE before taking  
14 any enforcement action, in an attempt to resolve any alleged non-compliance.

15 7.18 Google consents to the jurisdiction of this Court for the limited purpose of  
16 enabling any Party to this Consent Decree to apply to the Court, to the extent permitted herein,  
17 for enforcement of compliance with this Consent Decree, to punish violations thereof, or  
18 otherwise address the provisions of this Consent Decree.

19 7.19 Subject to the meet-and-confer provision in paragraph 7.17, the Parties agree that  
20 this Consent Decree is a valid, binding, and enforceable agreement and that any dispute or other  
21 enforcement action relating to this Consent Decree will be resolved by a state court of competent  
22 jurisdiction in Washington. This paragraph will not be construed to waive any jurisdictional or  
23 other defense GOOGLE may assert with regard to any other matter, nor will this paragraph be  
24 construed to waive any non-jurisdictional response or objection either Party has in connection  
25 with a dispute relating to this Consent Decree.

26 7.20 GOOGLE consents to the filing of this Consent Decree and its approval by the  
court, and GOOGLE authorizes Washington to represent that GOOGLE does not object to court

1 approval of the Consent Decree.

2 7.21 GOOGLE shall be in full compliance with all requirements and obligations this  
3 Consent Decree imposes on GOOGLE by the date of entry of this Consent Decree, except as  
4 otherwise indicated herein.

5 7.22 Nothing in this Consent Decree shall grant any third-party beneficiary or other  
6 rights to any person who is not a party to this Consent Decree.

7 **VIII. ENFORCEMENT**

8 8.1 This Consent Decree in no way limits Washington from conducting any lawful  
9 non-public investigation to monitor Defendant's compliance with this Consent Decree or to  
10 investigate other alleged violations of the CPA.

11 8.2 The Clerk of the Court is ordered to immediately enter the foregoing Judgment  
12 and Consent Decree.

13 **DONE IN OPEN COURT this \_\_\_\_ day of , \_\_\_\_\_ 2023.**

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15  
16 

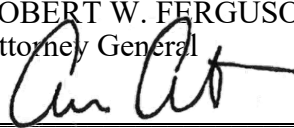
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THE HONORABLE DAVID KEENAN

17 Presented by:

Notice of Presentment Waived and  
Approved as to Form by:

18 ROBERT W. FERGUSON  
19 Attorney General

20   
ANDREA ALEGRETT, WSBA #50236  
21 DANIEL DAVIES, WSBA #41793  
KATHLEEN BOX, WSBA #45254  
22 BEN BRYSA CZ, WSBA #54683  
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27   
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SIMONA AGNOLUCCI, *Pro Hac Vice*

28 CONSENT DECREE - 21

ATTORNEY GENERAL OF WASHINGTON  
Consumer Protection Division  
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