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10 **SUPERIOR COURT OF ARIZONA**  
11 **IN MARICOPA COUNTY**

12 STATE OF ARIZONA, *ex rel.* MARK  
13 BRNOVICH, Attorney General,

14 Plaintiff,

15 v.

16 Google, LLC, a limited liability company,

17 Defendant.  
18

Case No.: [NUMBER]

**CONSENT JUDGMENT**

(Assigned to the Hon. [NAME])

19 The State of Arizona, *ex rel.* Mark Brnovich, the Attorney General (the “State”), filed a  
20 Complaint alleging violations of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534  
21 (the “ACFA”), and Defendant Google LLC (“Google”), a limited liability company, has waived  
22 service of the Complaint, has been advised of the right to a trial in this matter, and has waived  
23 the same. Google admits the jurisdiction of this Court over the subject matter and parties,  
24 stipulates that this Court may enter the following Findings of Fact, Conclusions of Law and  
25 Judgment, and acknowledges that this Court will retain jurisdiction for the purpose of enforcing  
26 this Consent Judgment. The parties have stipulated to the entry of this Final Judgment and  
27 Permanent Injunction (“Judgment”) by the Court without the taking of proof and without trial or  
28 adjudication of any fact or law, without this Judgment constituting evidence of or an admission

1 or denial by Google regarding any issue of law or fact alleged in the Complaint on file, and  
2 without Google either admitting nor denying any liability, and with all parties having waived  
3 their right to appeal.

#### 4 **PARTIES AND JURISDICTION**

5 1. The State is authorized to bring this action under the ACFA.

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

8 3. All events, acts and practices described in, and relevant to, this Consent Judgment  
9 took place in Maricopa County, Arizona.

10 4. This Court has jurisdiction over the Complaint and the parties necessary for the  
11 Court to enter this Consent Judgment and any orders hereafter appropriate pursuant to A.R.S.  
12 § 44-1528 and this Consent Judgment.

13 5. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401.

#### 14 **DEFINITIONS**

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

16 a. “Covered conduct” shall mean any and all alleged acts or practices relating to  
17 Google’s engagement of radio stations in October 2019 and January 2020 to have  
18 the stations’ on-air radio personalities record advertisements for the Pixel 4 and to  
19 disseminate those advertisements, which the Arizona Attorney General alleges  
20 violated the ACFA.

21 b. “Covered product” shall mean (i) any Google consumer electronic product, (ii) any  
22 Google operating system for handheld devices, and (iii) any Google operating  
23 system or consumer-facing feature when marketed as part of any consumer  
24 electronic product.

25 c. “Effective date” shall be the date of filing the Complaint.

26 d. “Endorsement” shall mean any advertising or marketing message (including verbal  
27 statements, demonstrations, or depictions of the name, signature, likeness or other  
28 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’s products or services and has been paid by Google or who has any other relationship with Google that might affect the weight or credibility of the endorsement, including the receipt of free products or services.

f. “Google” means Google, LLC, a limited liability company, and its successors and assigns.

g. “Multistate Committee” shall include Arizona, California, Georgia, Illinois, Massachusetts, and New York.

### **BACKGROUND**

7. As detailed in the Complaint filed contemporaneously in this action, the State alleges that Google violated the ACFA by contracting radio personalities to give false endorsements of the Google Pixel 4 on radio ads.

8. The parties have engaged in good-faith negotiations to settle the State’s claims. The State, through its counsel, has concluded, after investigation of the facts and after carefully considering the circumstances of the litigation, including the claims and causes of action asserted and the possible legal and factual defenses thereto, that it is in the best interests of the State to enter into this Consent Judgment. Likewise, Defendants have concluded that it is in Defendants’ best interests to enter into this Consent Judgment, without admitting guilt or wrongdoing, for the purposes of settlement and to avoid incurring costs associated with litigation with the State, and the uncertainty and risk of litigation.

### **INJUNCTIVE RELIEF**

IT IS HEREBY ORDERED, ADJUDGED AND JUDGED THAT:

9. The duties, responsibilities, burdens, and obligations undertaken in connection with this Judgment shall apply to Google.

10. The injunctive terms contained in this Judgment are being entered pursuant to

1 A.R.S. § 44-1528.

2 11. Google, and Google's officers, agents, employees, and attorneys, and all other  
3 persons in active concert or participation with any of them, who receive actual notice of this  
4 Judgment, whether acting directly or indirectly, shall, for twenty (20) years after the effective  
5 date of this Judgment:

6 a. In connection with the advertising, promotion, offering for sale, or sale of any  
7 covered product, not make any misrepresentation, expressly or by implication:

8 i. That an endorser has owned or used the covered product; or

9 ii. About an endorser's experience with the covered product.

10 12. Compliance Reports and Notices to the Attorney General: Google shall make timely  
11 submissions to the Arizona Attorney General:

12 a. Two hundred and seventy (270) days after the effective date of this Judgment, and  
13 each year thereafter, for three (3) years, Google must submit a compliance report,  
14 sworn under penalty of perjury, in which it must: (a) identify the primary physical,  
15 postal, and email address and telephone number, as designated points of contact,  
16 which representatives of the Arizona Attorney General may use to communicate  
17 with Google; (b) identify all of Google's businesses involved in the advertising,  
18 promotion, offering for sale, or sale of any covered product by all of their names,  
19 telephone numbers, and physical, postal, email, and Internet addresses; (c) describe  
20 the activities of each business identified, including the covered products offered,  
21 and the means of advertising, marketing, and sales, including, if through endorsers,  
22 a description of how endorsers are paid or any other material connection with  
23 Google; (d) describe in detail whether and how Google is in compliance with each  
24 Provision of this Judgment, including a discussion of all of the changes Google  
25 made to comply with the Judgment; and (e) provide a copy of each  
26 Acknowledgment of the Judgment obtained pursuant to this Judgment, unless  
27 previously submitted to the Arizona Attorney General.  
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- 1           b. For 10 years after the effective date of this Judgment, Google must submit a  
2           compliance notice, sworn under penalty of perjury, within 14 days of any change  
3           in: (a) any designated point of contact; or (b) the structure of Google or any entity  
4           that Google has any ownership interest in or controls directly or indirectly that may  
5           affect compliance obligations arising under this Judgment, including: creation,  
6           merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that  
7           engages in any acts or practices subject to this Judgment.
- 8           c. For twenty (20) years after the effective date of this Judgment, Google must submit  
9           notice of the filing of any bankruptcy petition, insolvency proceeding, or similar  
10          proceeding by or against Google within 14 days of its filing.
- 11          d. Any submission to the Arizona Attorney General required by this Judgment to be  
12          sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C.  
13          § 1746, such as by concluding: “I declare under penalty of perjury under the laws  
14          of the United States of America that the foregoing is true and correct. Executed on:  
15          \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and  
16          signature.
- 17          13. Compliance Monitoring: For the purpose of monitoring Google’s compliance with  
18          this judgment:
- 19               a. For twenty (20) years after the effective date of this Judgment, within fourteen days  
20               of receipt of a written request from a representative of the Arizona Attorney General,  
21               Google must submit additional compliance reports or other requested information,  
22               which must be sworn under penalty of perjury, and produce records for inspection  
23               and copying.
- 24               b. For matters concerning this Judgment, representatives of the Arizona Attorney  
25               General are authorized to communicate directly with Google. Google must permit  
26               representatives of the Arizona Attorney General to interview anyone affiliated with  
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1 Google who has agreed to such an interview. The interviewee may have counsel  
2 present.

- 3 c. The Arizona Attorney General may use all other lawful means, including posing  
4 through its representatives as consumers, suppliers, or other individuals or entities,  
5 to Google or any individual or entity affiliated with Google, without the necessity  
6 of identification or prior notice. Nothing in this Judgment limits the Arizona  
7 Attorney General's lawful use of compulsory process, pursuant to A.R.S. §§ 44-  
8 1524, 44-1526, or 44-1527.

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

17 15. Recordkeeping: Google must create certain records for ten years after the effective  
18 date of the Judgment, and retain each such record for five years, unless otherwise specified below.  
19 Specifically, Google, for any business that Google is a majority owner or controls directly or  
20 indirectly, must create and retain the following records:

- 21 a. Accounting records showing the revenues from all covered product sold, as required  
22 under generally accepted accounting principles;  
23 b. Personnel records showing, for each person providing services in relation to any  
24 aspect of the Judgment, whether as an employee or otherwise, that person's: name;  
25 addresses; telephone numbers; job title or position; dates of service; and (if  
26 applicable) the reason for termination;  
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- 1 c. Copies or records of all consumer or other complaints concerning the subject matter  
2 of this Judgment, whether received directly or indirectly, such as through a third  
3 party, and any response;
- 4 d. All records necessary to demonstrate full compliance with each provision of this  
5 Judgment, including all submissions to the Arizona Attorney General;
- 6 e. Copies of all materials used by Google to train or otherwise educate any of its  
7 principals, officers, directors, managers, employees, agents, or representatives  
8 regarding Google's policies with respect to endorsements subject to this Judgment;  
9 and records reflecting which individuals received such training, the date(s) that the  
10 individuals received such training, and an indication of which training was  
11 provided; and
- 12 f. For any endorser of a covered product who is paid by or on behalf of Google for, or  
13 who contractually is obligated to provide, an endorsement subject to this Judgment:  
14 (a) records indicating the endorser's name and contact information used to  
15 communicate with the endorser, or if Google and its agents and representatives did  
16 not communicate directly with the endorser, then the name of the endorser's agent  
17 or representative and contact information used to communicate with that agent or  
18 representative; and (b) records indicating whether Google or its agents or  
19 representatives provided the endorser with the endorsed covered product; and (c) a  
20 copy of each unique endorsement by the endorser.
- 21 16. Acknowledgements of the Judgment:
- 22 a. Google, within ten days after the effective date of this Judgment, must submit to the  
23 Arizona Attorney General an acknowledgment of receipt of this Judgment sworn  
24 under penalty of perjury.
- 25 b. For five years after the effective date of this Judgment, Google must deliver a copy  
26 of this Judgment to: (1) all principals, officers, directors, and Google managers and  
27 members; (2) all employees, agents, and representatives having managerial  
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responsibilities for conduct related to the subject matter of the Judgment; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Reports and Notices to the Attorney General. Delivery must occur within ten days after the effective date of the FTC Order, File No. 202-3092 for current personnel. For all others, delivery must occur before they assume their responsibilities.

- c. From each individual or entity to which Google delivered a copy of this Judgment, Google must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Judgment, which may be obtained electronically.

#### **MONETARY PAYMENT**

17. No later than sixty (60) days after the effective date, Google shall pay a total of \$9,000,000.00, \$1,077,083.60 of which shall be paid directly to the Arizona Attorney General. The money will be deposited into the Consumer Protection-Consumer Fraud Revolving Fund pursuant to A.R.S. § 44-1531.01 and used for the purposes set forth therein.

#### **RELEASE**

18. Following full payment of the amounts due under this Judgment, the Arizona Attorney General shall release and discharge Google from all civil claims that it could have brought based on the known covered conduct under the ACFA or common law claims, including those concerning unfair, deceptive, or fraudulent trade practices. Nothing contained in this paragraph shall be construed to limit the ability of the Arizona Attorney General to enforce the obligations that Google has under this Judgment.

19. Notwithstanding any term of this Judgment, any and all of the following forms of liability are specifically reserved and excluded from the release in paragraph 18 as to any entity or person, including Google:

- a. Any criminal liability that any person or entity, including Google, has or may have to the States.
- b. Any civil or administrative liability that any person or entity, including Google, has



1 or may have to the States under any statute, regulation or rule giving rise to, any  
2 and all of the following claims:

- 3 i. State or federal antitrust violations;
- 4 ii. State or federal securities violations; or
- 5 iii. State or federal tax claims.

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

10 21. Nothing in this Judgment shall be construed to settle, release, or resolve any claims  
11 individual consumers have or may have under the ACFA, and any common law claims individual  
12 consumers may have concerning unfair, fraudulent or deceptive trade practices, against any  
13 person and/or entity, including Google.

14 **NO ADMISSION OF LIABILITY**

15 22. Violations of Law: In stipulating to the entry of this Judgment, Google does not  
16 admit to or deny any violation of or liability arising from any state, federal, or local law.

17 23. Admissions of Fact: Google does not admit to or deny any fact alleged in the  
18 Arizona Attorney General's Complaint.

19 24. Nothing contained in this Judgment shall be construed as an admission or  
20 concession of liability by Google, or create any third-party beneficiary rights or give rise to or  
21 support any right of action in favor of any consumer or group of consumers, or confer upon any  
22 person other than the parties hereto any rights or remedies. By entering into this Judgment,  
23 Google does not intend to create any legal or voluntary standard of care and expressly denies that  
24 any practices, policies, or procedures inconsistent with those set forth in this Judgment violate  
25 any applicable legal standard. This Judgment is not intended to be and shall not be construed as,  
26 deemed to be, represented as, or relied upon in any manner by any party in any civil, criminal, or  
27 administrative proceeding before any court, administrative agency, arbitration, or other tribunal  
28 as an admission, concession, or evidence that Google has violated any federal, state, or local law,

1 or that Google's current or prior practices are or were not in accordance with any federal, state,  
2 or local law.

### 3 **GENERAL PROVISIONS**

4 25. Nothing herein shall be construed to exonerate any failure to comply with any  
5 provision of this Judgment after the effective date, or to compromise the authority of the Arizona  
6 Attorney General to initiate a proceeding for any failure to comply with this Judgment.

7 26. Nothing in this Judgment shall be construed to limit the authority or ability of the  
8 Arizona Attorney General to protect the interests of Arizona or the people of Arizona. This  
9 Judgment shall not bar the Arizona Attorney General or any other governmental entity from  
10 enforcing laws, regulations, or rules against Google for conduct subsequent to or otherwise not  
11 covered by this Judgment. Further, nothing in this Judgment shall be construed to limit the ability  
12 of the Arizona Attorney General to enforce the obligations that Google has under this Judgment.

13 27. Nothing in this Judgment shall be construed as relieving Google of the obligation to  
14 comply with all state and federal laws, regulations, and rules, nor shall any of the provisions of  
15 this Judgment be deemed to be permission to engage in any acts or practices prohibited by such  
16 laws, regulations, and rules.

17 28. Google shall pay all court costs associated with the filing of this Judgment.

18 29. Google shall not participate in any activity or form a separate entity or corporation  
19 for the purpose of engaging in acts or practices in whole or in part that are prohibited by this  
20 Judgment or for any other purpose that would otherwise circumvent any term of this Judgment.  
21 Google shall not knowingly cause, permit, or encourage any other persons or entities acting on its  
22 behalf, to engage in practices prohibited by this Judgment.

23 30. Google agrees that this Judgment does not entitle it to seek or to obtain attorneys'  
24 fees as a prevailing party under any statute, regulation, or rule, and Google further waives any  
25 right to attorneys' fees that may arise under such statute, regulation, or rule.

26 31. This Judgment shall not be construed to waive any claims of sovereign immunity  
27 Arizona may have in any action or proceeding.  
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1           32. If any portion of this Judgment is held invalid or unenforceable, the remaining terms  
2 of this Judgment shall not be affected and shall remain in full force and effect.

3           33. Whenever Google shall provide notice to the Arizona Attorney General under this  
4 Judgment, that requirement shall be satisfied by sending notice to: The Consumer Protection &  
5 Advocacy Section of the Civil Litigation Division for the Arizona Attorney General's Office at  
6 2005 N. Central Ave. Phoenix, AZ 85004. All notices or other documents to be provided under  
7 this Judgment shall be sent by United States mail, certified mail return receipt requested, or other  
8 nationally recognized courier service that provides for tracking services and identification of the  
9 person signing for the notice or document, and shall have been deemed to be sent upon mailing.  
10 Any party may update its designee or address by sending written notice to the other party  
11 informing them of the change.

12           34. Google waives any defect associated with service of the Plaintiff's Complaint and  
13 does not require issuance or service of process of a summons. Further, Google waives any  
14 statutorily required notice associated with the commencement of this action, including any  
15 requirement to seek injunctive relief.

16           35. Jurisdiction is retained by the Court for the purpose of enabling any party to the  
17 Judgment to apply to the Court at any time for such further orders and directions as may be  
18 necessary or appropriate for the construction or the carrying out of this Judgment, for the  
19 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,  
20 and for the punishment of violations hereof, if any.

21           36. Google relinquishes dominion and all legal and equitable right, title, and interest in  
22 all assets transferred pursuant to this Judgment and may not seek the return of any assets.

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

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

39. 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 become immediately due and payable.

40. The clerk is ordered to enter this Judgment forthwith. As no further matters remain pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

ORDERED AND ADJUDGED at Phoenix, Arizona, this \_\_\_\_ day of MONTH, 2022.

JUDGE OF THE SUPERIOR COURT

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Google LLC

Signature: Lee Anne Mulholland

Name: Lee-Anne Mulholland

Title: VP, Alphabet Reg. Response

Date: Nov 4, 2022

**APPROVED AS TO FORM AND CONTENT:**

**MARK BRNOVICH**  
Attorney General

**Wilson Sonsini Goodrich & Rosati**

By:

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Assistant Attorney General  
Attorneys for the State of Arizona

Lydia Parnes  
Attorneys for Defendant

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