IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*, Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 1:20-cv-03010-APM HON. AMIT P. MEHTA
STATE OF COLORADO, *et al.*, Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 1:20-cv-03715-APM HON. AMIT P. MEHTA

EXECUTIVE SUMMARY OF PLAINTIFFS'
REVISED PROPOSED FINAL JUDGMENT

I. Introduction

Google is the gateway to the internet. Its search engine provides instant results. The importance of those results to modern commerce and communication means that every single day, the American people depend on Google. For their everyday needs. For their emergencies. In their search to find valuable results to minor queries or questions of profound significance, Americans have learned to "Google it."

The American people's reliance on Google's search engine is well-known. Less understood, however, is how Google—through its unlawful and unchecked, monopolistic conduct over the past decade—secured the American people's reliance. Google's anticompetitive conduct has denied users of a basic American value—the ability to choose in the marketplace. Through its sheer size and unrestricted power, Google has robbed consumers and businesses of a fundamental promise owed to the public—their right to choose among competing services. Google's illegal conduct has created an economic goliath, one that wreaks havoc over the marketplace to ensure that—no matter what occurs—Google always wins. American consumers and businesses suffer from Google's conduct. The consumer is deprived of marketplace competition that drives down prices and spurs innovation amongst competitors. Businesses struggle to innovate and survive as they are subjected to the wrath of an unlawful monopolist. The American people thus are forced to accept the unbridled demands and shifting, ideological preferences of an economic leviathan in return for a search engine the public may enjoy. The path to monopolies often begins with free goods and the promise of an exciting future and ends under the control of an economic "autocrat of trade." Simply put, when the product is free, the American people are the product. For years, Google has been allowed to maintain its status as a monopolist without issue.

Yet, monopolies are incompatible with free markets and freedom more generally. The American dream is about higher values than just cheap goods and "free" online services. These values include freedom of speech, freedom of association, freedom to innovate, and freedom to compete in a market undistorted by the controlling hand of a monopolist. Google's conduct presents genuine danger to freedom in the marketplace and to robust competition in our economy. These concerns prompted the United States and Plaintiff States to sue Google in 2020.

And against these market realities, the Court found Google liable under Section 2 of the Sherman Act for maintaining monopolies in U.S. general search services and U.S. general search text advertising. Mem. Op., *United States et al. v. Google LLC*, 20-cv-3010 (APM), ECF No. 1032, at 276 ("Mem. Op."). The Court's detailed liability opinion on August 5, 2024, meticulously describes the harms that Google's unlawful conduct has created in these critical digital marketplaces. *See, e.g.*, Mem. Op. at 3 ("[M]ost devices in the United States come preloaded exclusively with Google. These distribution deals have forced Google's rivals to find other ways to reach users."); *id*. at 25, 226, 236–42 (Google has controlled the most popular distribution channels for more than a decade, leaving rivals with little-to-no incentive to compete for users); *id*. at 233 (rivals cannot compete for these distribution channels because Google's monopoly-funded revenue share payments disincentivize its partners from diverting queries to Google's rivals).

On November 20, 2024, Plaintiffs filed their Initial Proposed Final Judgment ("IPFJ"). Plaintiffs' IPJF focused on restoring competition in the general search services and general search text advertising markets, addressing the scale advantage that Google's unlawful monopoly maintenance afforded it, and preventing Google from circumventing the remedy by other means, such as leveraging the fast-evolving AI space to further entrench its general search services and

general search text advertising monopolies. Those interconnected and self-reinforcing remedies sought to: (1) stop and prevent exclusion; (2) prevent Google from self-preferencing; (3) disclose data critical to restoring competition; (4) increase transparency and control for advertisers; (5) end Google's unlawful distribution; and (6) allow for the enforcement of the proposed judgment while preventing circumvention.[1] Of particular note, Plaintiffs' IPFJ prohibited Google from making search-related payments to its search distribution partners, required Google to divest Chrome—a critical search access point through which more than 30 percent of search inquiries are routed—and contained a contingent Android divestiture at Google's or the Court's election.

Now, with the benefit of further remedies discovery, and consistent with the Court's September 18, 2024 Scheduling Order, *see* ECF No. 1043, Plaintiffs respectfully submit their Revised Proposed Final Judgment ("RPFJ"), attached as Exhibit A. Plaintiffs' RPFJ maintains the core components of the initial proposal, namely the prohibition on search-related payments to distribution partners that have effectively frozen the ecosystem for over a decade, raised insurmountable barriers to new entry, and created a system dependent on Google's monopoly payments. The RPFJ reaffirms Plaintiffs' proposal to end such payments, while making minor clarifications to minimize unintended consequences, and to also allow for Apple to receive payments unrelated to search. In addition, the RPFJ also reaffirms that Google must divest the

[1] In stark contrast, Google offered a competing Initial Proposed Final Judgment that ignores the Court's factual findings and legal holdings and instead preserves the status quo—containing only modest changes to its distribution contracts with Apple, carriers, OEMs and third-party distributors. Google's proposal falls woefully short of restoring competition to markets that have been harmed by Google's unlawfully entrenched monopolies and is inconsistent with remedies caselaw. *See* ECF No. 1108-1.

Chrome browser—an important search access point—to provide an opportunity for a new rival to operate a significant gateway to search the internet, free of Google's monopoly control.

Although the core components of Plaintiffs' final judgment remain, a few significant items have changed. As detailed further below, Plaintiffs no longer seek the mandatory divestiture of Google's AI investments in favor of a prior notification for future investments and have modified the ads syndication remedy to focus on parity, transparency, and control, while removing the query volume limitation and implementing marginal cost pricing only as contingent relief if Plaintiffs' other remedies are not effective at restoring competition. Plaintiffs also make additional clarifying changes to the self-preferencing sections in order to resolve ambiguities, prevent unintended consequences, and address the Court's concern that Plaintiffs' IPFJ lacked sufficient detail in some areas. *See* Jan. 17, 2025 Status Hearing Tr. (attached as Exhibit B) at 39-42, 87-89. For the Court's convenience, a redline to Plaintiffs' IPFJ is attached as Exhibit C.

II. In Fulfilling Its Duty to Order Effective Relief, This Court Has Broad Discretion To Fashion A Remedy

Under 15 U.S.C. § 4, the United States has the "duty" to institute proceedings in equity to "prevent and restrain" Sherman Act violations, including monopolization. And having found that Google unlawfully monopolized the general search services and general search text advertising markets, "it is the duty of the court to prescribe relief" terminating those monopolies and preventing their recurrence. *United States v. United Shoe Mach. Corp.*, 391 U.S. 244, 250 (1968); *see also United States v. U.S. Gypsum Co.*, 340 U.S. 76, 88 (1950) (the court has the "duty" to impose a remedy to "cure the ill effects of the illegal conduct, and assure the public freedom from its continuance"). This Court has "broad discretion to enter that relief it calculates will best remedy the conduct it has found to be unlawful." *United States v. Microsoft Corp*., 253

F.3d 34, 105 (D.C. Cir. 2001). Moreover, "'it is well settled that once the Government has successfully borne the considerable burden of establishing a violation of law, all doubts as to the remedy are to be resolved in its favor.'" *Ford Motor Co. v. United States*, 405 U.S. 562, 575 (1972) (quoting *United States v. E.I. du Pont de Nemours & Co.,* 366 U.S. 316, 334 (1961)).

The "key to the whole question of an antitrust remedy is of course the discovery of measures effective to restore competition." *du Pont,* 366 U.S. at 326. Otherwise, "the Government has won a lawsuit and lost a cause." *Int'l Salt Co. v. United States*, 332 U.S. 392, 401 (1947). The remedy "should unfetter a market from anticompetitive conduct *and* pry open to competition a market that has been closed by defendants' illegal restraints." *Ford Motor*, 405 U.S. at 577-78 (emphasis added) (quotation marks omitted). The remedy should have a "comprehensive" and "unitary framework" to restore competition with provisions "intended to complement and reinforce each other." *See New York v. Microsoft Corp*., 531 F. Supp. 2d 141, 170 (D.D.C. 2008). The remedy must (1) unfetter the search and related advertising from the harm that Google's exclusionary conduct caused, (2) "terminate the illegal monopol[ies]," (3) "deny to [Google] the fruits of its statutory violations," and (4) ensure there remain no practices in place during the judgment period that are likely to result in Google monopolizing these markets in the future. *See Microsoft*, 253 F.3d at 103 (quoting *Ford Motor*, 405 U.S. at 577, and *United Shoe*, 391 U.S. at 250). This Court "is clothed with 'large discretion'" in adopting remedial provisions that meet these distinct ends. *Ford Motor*, 405 U.S. at 573 (quoting *Int'l Salt Co. v. United States*, 332 U.S. 392, 401 (1947)).

Because antitrust remedies are not limited to eradicating existing evils, it is "entirely appropriate" for an injunction to "go[] beyond a simple proscription against the precise conduct previously pursued." *Nat'l Soc'y of Prof'l Eng'rs v. United States*, 435 U.S. 679, 698 (1978). A

decree can include "forward-looking provisions" to restore competitive conditions, *Mass. v. Microsoft*, 373 F.3d 1199, 1215-25 (D.C. Cir. 2004), and to "eliminat[e] the consequences of the illegal conduct." *Nat'l Soc'y of Prof'l Eng'rs*, 435 U.S. at 698. In addition, the remedy may restrict otherwise lawful conduct "to preclude the revival of the illegal practices," *FTC v. Nat'l Lead Co.*, 352 U.S. 419, 430 (1957), and the court has "'broad power to restrain acts which are of the same type or class as unlawful acts which the court has found to have been committed.'" *Zenith Radio Corp. v. Hazeltine Rsch., Inc.*, 395 U.S. 100, 132 (1969) (quoting *N.L.R.B. v. Express Publishing Co*., 312 U.S. 426, 435 (1941)). A remedy going beyond a proscription of the specific exclusionary conduct identified in this Court's liability opinion is necessary to restore competition to the monopolized markets here. "Network effects" and "data feedback loops"—both of which played a prominent role in the Court's liability finding[2]—have amplified the effects of anticompetitive conduct in these markets, entrenching monopoly power. Mem. Op. at 8-9; *see Microsoft*, 253 F.3d at 55 (network effects create a "chicken-and-egg" situation in which the dominant platform becomes difficult to dislodge); *see also Schine Chain Theaters, Inc. v. United States*, 334 U.S. 110, 128 (1948) ("If all that was done was to forbid a repetition of the illegal conduct, those who had unlawfully built their empires could preserve them intact. They could retain the full dividends of their monopolistic practices and profit from the unlawful restraints of trade which they had inflicted on competitors.").

Plaintiffs look forward to engaging further with the Court on the legal standard during trial and in pre- and post-trial briefing.

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[2] *See, e.g.*, Mem. Op. at 226 ("Scale is the essential raw material for building, improving, and sustaining a GSE.").

III. Plaintiffs' Revised Proposed Final Judgment

On November 20, 2024, Plaintiffs filed their IPFJ. *See generally* ECF Nos. 1062 and 1062-1. Our RPFJ continues to, among other things: prohibit Google (with limited exceptions) from making search-related payments to Apple and non-Apple search distribution partners, *see* RPFJ ¶¶ IV(A)-(B); require Google to divest Chrome—a critical distribution point—to shield against self-preferencing, *see* RPFJ ¶ V(A); contain a contingent Android divestiture provision, *see* RPFJ ¶ V(C); and require Google to share data to offset the scale disadvantage that its unlawful conduct has created, *see* RPFJ ¶ VI. The RPFJ changes insofar as it substitutes notification for prohibition of AI investments, no longer requires immediate marginal-cost pricing for ad syndication or offers Google the option of divesting Android now, and makes additional clarifying changes aimed to resolve ambiguities, prevent unintended consequences, and address the Court's concerns.

A. Remedies To Stop And Prevent Exclusionary Third-Party Agreements

An effective remedy must prevent Google from executing contracts that foreclose or otherwise exclude competing general search engines and potential entrants, including by raising their costs, discouraging their distribution, or depriving them of competitive access to inputs. To that end, Plaintiffs' proposed remedies have not changed from the IPFJ as a substantive matter, other than to allow Google to make non-search-related payments to Apple.

As detailed in Section IV, the RPFJ prohibits Google from providing third parties something of value (including financial payments) in order to make Google the default general search engine or otherwise discourage those third parties from offering competing search products. *See* Mem. Op., at 216 (finding "Google's distribution agreements are exclusionary contracts that violate Section 2" and "'clearly have a significant effect in preserving [Google's] monopoly.'") (alteration in original) (quoting *Microsoft Corp.*, 253 F.3d 34 at 79)) (*see also id.*

at 106 ("Absent such causation, the antitrust defendant's unlawful behavior should be remedied by "an injunction against continuation of that conduct."). Based on the Court's input and comments, Plaintiffs have modified and clarified language contained in the initial proposal related to economic incentives that the Court identified as potentially vague. *See* RPFJ ¶ IV(G).

The RPFJ also prohibits Google from entering exclusive agreements with content publishers; bundling, tying, or commingling its general search engine or search access point with any other Google product; entering revenue share agreements related to the distribution of general search services; or participating in investments in, collaborations with, or acquisitions of its competitors or potential competitors in the general search services or general search text ads markets without prior notification to Plaintiffs. Each of these remedies are designed to end Google's unlawful practices and open up the market for rivals and new entrants to emerge.

B. Prohibited Ownership And Control That Enables Self-Preferencing

An effective remedy must safeguard against further market foreclosure and the exclusion of rivals through the use of self-preferencing. To that end, the RPFJ continues to require Google to divest Chrome. *See* RPFJ ¶ V(A). *See also* Mem. Op. at 159 (Chrome default is "a market reality that significantly narrows the available channels of distribution and thus disincentivizes the emergence of new competition."). In contrast, evidence gleaned from remedies discovery indicates a risk that prohibiting Google from owning or acquiring any investment or interest in any search or search text ad rival, search distributor, or rival query-based AI product or ads technology could cause unintended consequences in the evolving AI space. Plaintiffs are no longer advocating for this specific remedy; however, they continue to be concerned about Google's potential to use its sizable capital to exercise influence in AI companies. As a result, Plaintiffs included an advance notification provision to permit a review of proposed transactions. *See* RPFJ ¶ IV(I).

Finally, Plaintiffs' RPFJ continues to provide for further contingent structural relief—the divestiture of Android—if Plaintiffs' proposed conduct remedies are not effective in preventing Google from improperly leveraging its control of the Android ecosystem to its advantage, or if Google attempts to circumvent the remedy package. *See* RPFJ ¶ V(C); *United Shoe*, 391 U.S. at 249–51 (If "the decree had not achieved the adequate relief to which the Government is entitled in a § 2 case, it would have been the duty of the court to modify the decree so as to assure the complete extirpation of the illegal monopoly.").[3] However, Plaintiffs are no longer requesting a provision that allows Google to divest Android at the outset in lieu of adhering to the requirements of Section V as they relate to Android. *Compare* IPFJ ¶ V(B) *with* RPFJ ¶ V.

C. Conduct Remedies That Prevent Self-Preferencing

An effective remedy must also ensure that Google cannot circumvent the Court's remedy by providing its search products preferential access to related products or services that it owns or controls, including mobile operating systems (e.g., Android), apps (e.g., YouTube), or AI products (e.g., Gemini) or related data. This aspect of Plaintiffs' RPFJ has not substantively changed, although it removes certain language that created ambiguity and could result in unintended consequences. *See* RPFJ ¶ V(B).

As noted in Section V, the RPFJ prohibits, among other things, Google from using any owned or operated asset to preference its general search engine or search text ad products. The RPFJ further prohibits Google from engaging in conduct that undermines, frustrates, interferes with, or in any way lessens the ability of a user to discover a rival general search engine, limits the competitive capabilities of rivals, or otherwise impedes user discovery of products or services that are competitive threats to Google in the general search services or search text ads markets.

[3] As the Court in *Microsoft* recognized, "conduct remedies may be unavailing" in cases such as this, where "years have passed since [Google] engaged in the first conduct." 253 F.3d at 49.

See RPFJ ¶ V(B)**;** *see also* Mem. Op. at 210 (finding that Google's contractual requirements that "all Android devices featuring the Google Search Widget and Chrome on the home screen to the exclusion of rivals" was an unlawful exclusive agreement).

D. Restoring Competition Through Syndication And Data Access

Data at scale is the "essential raw material" for "building, improving and sustaining" a competitive GSE. Mem. Op. at 226 (finding that "Google's exclusive agreements…deny rivals access to user queries, or scale, needed to effectively compete."). Through its unlawful behavior, Google has accumulated a tremendous amount of data over many years, at the expense of its rivals. *Id*. Plaintiffs' RPFJ aims to correct this anticompetitively acquired advantage. Of particular note, the data sharing remedies have not changed as a substantive matter since Plaintiffs filed our IPFJ; however, they contain additional detail, consistent with the Court's observation that the data remedies lacked sufficient detail. *See* RPFJ ¶¶ VI(A)-(F); *see*, *e.g.*, January 17, 2025 Status Hearing Transcript at 39-42, 87-88.

In addition, and as it relates to search text ads, the RPFJ no longer requires Google to immediately price search text ads syndicated to Qualified Competitors at marginal cost, nor does it limit Qualified Competitors to syndicating 25 percent or less of their search text ads from Google. Instead, the RPFJ focuses on providing parity, transparency, and control to Qualified Competitors syndicating search text ads from Google and marginal cost pricing for ad syndication. *Compare* IPFJ ¶ VII(B) *with* RPFJ ¶ VII(D) & VIII(E).

As set forth in Section VI, the RPFJ requires Google, among other things, to make critical portions of its search index available at marginal cost, and on an ongoing basis, to rivals and potential rivals; and also requires Google to provide rivals and potential rivals both user-side and ads data for a period of ten years, at no cost, on a non-discriminatory basis, and with proper privacy safeguards in place. Section VI further requires that Google provide to publishers,

websites and content creators crawling data rights (such as the ability to opt out of having their content crawled for the index or training of large language models or displayed as AI-generated content).

To remove barriers to entry and erode Google's unlawfully gained scale advantages, Section VII requires Google to syndicate (subject to certain restrictions) its search results, ranking signals, and query understanding information for 10 years. *See Mass.*, 373 F.3d at 1218 (disclosure of APIs "represent[ed] a reasonable method of facilitating the entry of competitors into a market from which Microsoft's unlawful conduct previously excluded them" (internal quotation omitted)). The RPFJ only requires Google to syndicate queries that originate in the United States. *See* RPFJ ¶ VII(B).

E. Restoring Competition By Improving Text Ad Transparency And Reduction Of Switching Costs

While they contain some additional details, the IPFJ's proposed remedies regarding text ad transparency have not substantively changed since filing our IPFJ. *See* RPFJ ¶ VIII. As noted above, however, Paragraph VIII(E) requires Google to provide Qualified Competitors nondiscriminatory, *pari passu* access to syndicated search text ads and ensuring Qualified Competitors have control over and visibility into the ads appearing on the Qualified Competitor's sites.

Notably, Google's unlawful maintenance of its general search text advertising monopoly has undermined advertisers' choice of search providers as well as rivals' ability to monetize search advertising and has enabled Google to "profitably charge supracompetitive prices for [search] text advertisements" while "degrad[ing] the quality of its text advertisements" and the related services and reporting. Mem. Op. at 258-64 (finding "Google's text ads product has degraded" and "advertisers receive less information in search query reports."). As set forth in

Section VIII, Plaintiffs' RPFJ will help address these harms by providing advertisers with the information and, options providing, visibility into the performance and cost of Google Text Ads necessary to optimize their advertising across Google and its rivals. In particular, the RPFJ requires Google to include fulsome and necessary real-time performance information about ad performance and costs in its search query reports to advertisers and further requires Google to increase advertiser control by improving keyword matching options to advertisers. Mem. Op. at 263–64 (finding Google degraded SQR content and reduced control over keyword matching).

The RPFJ also prohibits Google from limiting the ability of advertisers to export search text ad data and information for which the advertiser bids on keywords and further requires that Google provide to the Technical Committee and Plaintiffs a monthly report outlining any changes to its search text ads auction and its public disclosure of those changes. *See* RPFJ ¶¶ VIII(C)-(D).

F. Limitations On Distribution And User Notifications To Restore Competition

A comprehensive and unitary remedy in this case must also undo the effects on search distribution. *See* Mem. Op. at 3 ("[M]ost devices in the United States come preloaded exclusively with Google. These distribution deals have forced Google's rivals to find other ways to reach users."). To that end, Plaintiffs' proposed remedies have not changed from the IPFJ as a substantive matter, as the record evidence continues to support them.

To remedy these harms, the RPFJ requires Google to divest Chrome, which will permanently stop Google's control of this critical search access point and allow rival search engines the ability to access the browser that for many users is a gateway to the internet.[4] In

[4] Once the Court orders divestiture, the Plaintiffs will submit a detailed proposed order setting forth the process by which divestiture can be efficiently accomplished, including through the appointment of a Divestiture Trustee. Such a two-step process has been used in the past. *See,*

addition, the RPFJ contains multiple provisions that will limit Google's distribution of general search services by contract with third-party devices and search access points (e.g., Samsung devices, Safari, Firefox) and via self-distribution on Google devices and search access points (e.g., Pixel) which will facilitate competition in the markets for general search services and search text advertising. These provisions are designed to end Google's unlawful distribution agreements, ensure that Google cannot approximate its unlawful practices with updated contracts, and eliminate anticompetitive payments to distributors, including Apple. As set forth in Section IV, the RPFJ prohibits Google from offering Apple anything of value for any form of default, placement, or preinstallation distribution (including choice screens) related to general search or a search access point. *See* Mem. Op. at 238, 240–44 ("Apple, a fierce potential competitor, remains on the sidelines due to the large revenue share payments it receives from Google"). As set forth in Section IX, for non-Apple distributors and third-party devices, the RPFJ similarly prohibits—with limited exceptions—Google from offering anything of value for any form of default, placement, or preinstallation distribution (including choice screens) related to general search or a search access point.

The RPFJ further prohibits Google from preinstalling any search access point on any new Google device and requires it to display a choice screen on every new and existing instance of a Google browser where the user has not previously affirmatively selected a default general search engine. The choice screens must be designed not to preference Google and to be accessible, easy to use, and minimize choice friction, based on empirical evidence of consumer behavior, among other requirements.

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e.g., Steves and Sons, Inc. v. JELD-WEN, Inc., 988 F.3d 690, 722 (4th Cir. 2021) (discussing district court's two-step process).

User choice will be improved when users better understand the benefits that Google's rivals can provide. For that reason, Colorado Plaintiff States have included a provision requiring Google to fund a nationwide advertising and education program designed to encourage informed consumer choices. This provision has not changed substantively from the IPFJ. The fund's purpose is to enhance the effectiveness of distribution remedies by informing consumers of the outcome of this litigation and the remedies in the Final Judgment designed to increase user choice. The program may include short-term incentive payments to individual users as a further incentive to engage with and develop informed views on the merits of different general search engines.

G. Administration, Anti-circumvention, and Anti-retaliation

A remedy that prevents and restrains monopoly maintenance will require administration as well as protections against circumvention and retaliation, including through novel paths to preserving dominance in the monopolized markets. As set forth in Section X, Plaintiffs' RPFJ requires Google to appoint an internal Compliance Officer and establishes a Technical Committee to assist Plaintiffs and the Court in monitoring Google's compliance. *See United States v. Microsoft*, Civ. No. 98-1232 (CKK), 2002 U.S. Dist. LEXIS 22864, at *22 (D.D.C. Nov. 12, 2002) (establishing a Technical Committee to "to assist in enforcement of and compliance with this Final Judgment."). This section of the RPFJ has not changed and provides Plaintiffs tools to investigate complaints about Google's compliance and prohibits Google from taking retaliatory or circumventing actions.

* * *

Consistent with remedies case law, Plaintiffs' RPFJ will pry open the markets that Google unlawfully monopolized for more than a decade, while further thwarting Google's ability to circumvent those remedies in the future in this ever and fast-evolving digital space. Plaintiffs

look forward to engaging with the Court on their proposal at trial and in pre- and post-trial briefing.

Dated: March 7, 2025

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*, Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 1:20-cv-03010-APM HON. AMIT P. MEHTA
STATE OF COLORADO, *et al.*, Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 1:20-cv-03715-APM HON. AMIT P. MEHTA

PLAINTIFFS' REVISED PROPOSED FINAL JUDGMENT

WHEREAS, Plaintiffs United States of America, and the States and Commonwealths of Arkansas, California, Georgia, Florida, Indiana, Kentucky, Louisiana, Michigan, Missouri, Mississippi, Montana, South Carolina, Texas, and Wisconsin, by and through their respective Attorneys General ("Co-Plaintiff States"), filed their Complaint on October 20, 2020, and their Amended Complaint on January 15, 2021;

AND WHEREAS, Plaintiffs Colorado, Nebraska, Arizona, Iowa, New York, North Carolina, Tennessee, Utah, Alaska, Connecticut, Delaware, District of Columbia, Guam, Hawaii, Idaho, Illinois, Kansas, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico,

Rhode Island, South Dakota, Vermont, Virginia, Washington, West Virginia, and Wyoming (together "Colorado Plaintiff States") filed their Complaint on December 17, 2020;

AND WHEREAS, the Court conducted a trial and entered Findings of Fact and Conclusions of Law in both actions on August 5, 2024;

AND WHEREAS, the Court entered judgment finding Google liable for violating Section 2 of the Sherman Act by unlawfully maintaining its monopolies in the general search services and general search text advertising markets;

NOW THEREFORE, upon the record at trial and all prior and subsequent proceedings, it is hereby ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

The Court has jurisdiction over the subject matter of this action and over Google.

II. APPLICABILITY

This Final Judgment applies to Google, as defined below, and to all other persons in active concert or participation with Google who have received actual notice of this Final Judgment by personal service or otherwise.

III. DEFINITIONS

As used in this Final Judgment:

A. "Ads Data" means data related to Google's selection, ranking, and placement of Search Text Ads in response to queries, including any User-side Data used in that process.

B. "Android" means all code, software, applications, application programming interfaces (APIs), and other products and services provided by Google through the Android Open Source Project (AOSP), including the open-source application framework, libraries, runtime, and kernel, which are published at http://source.android.com (or successor sites), and any software

development kits made available at http://developer.android.com (or successor sites) and all code, software, applications, APIs, and other products and services provided by Google that are critical, as informed by the views of the Technical Committee, to the full and proper functioning of an Android Device. For the purposes of this Final Judgment, Android also includes (1) the Google Play Store and Google Play Services; (2) all other code, software, applications, APIs, and products and services provided by Google that are critical, as informed by the views of the Technical Committee, to the full and proper functioning of the Google Play Store and Google Play Services; and (3) all code, software, applications, APIs, and other products and services that Google adds to open-source Android to implement the operating system (OS) on Pixel Devices.

C. "API" or "application programming interface" means a mechanism that allows different software components to communicate with each other.

D. "Apple" means Apple Inc., a corporation organized and existing under the laws of the State of California, headquartered in Cupertino, California, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

E. "Choice Screen" means a Search Access Point Choice Screen or Search Default Choice Screen as defined in Section IX.

F. "Chrome" means all code, software, applications, APIs, and other products and services included in Google's Chromium or the Chrome browser, including the open-source application framework, libraries, runtime, and kernel which are published at http://www.chromium.org (or successor sites), and all code, software, applications, APIs, and other products and services provided by Google that are critical, as informed by the views of the Technical Committee, to the full and proper functioning of Chromium or the Chrome browser.

G. "Competitor" means any provider of, or potential entrant in the provision of, a General Search Engine (GSE) or of Search Text Ads in the United States.

H. "Device" means any smartphone, tablet, laptop, desktop, or other device that allows a user to access general search functionality.

I. "Distributor" is any Person that contracts with Google to display, load, or otherwise provide access to a Google product.

J. "GenAI" or "Generative AI" is a type of artificial intelligence that creates new content including but not limited to text, images, code, classifications, and other media using machine learning models.

K. "GenAI Product" means any application, software, service, feature, tool, functionality, or product that involves or makes use of Generative AI capabilities or models. It can include GenAI Search Access Points.

L. "Google" means Defendant Google LLC, a limited liability company organized and existing under the laws of the State of Delaware, headquartered in Mountain View, California, its parent Alphabet Inc., their successors and assigns, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

M. "Google Browser" means any web browser owned by Google, including Chrome until divested.

N. "Google Device" means any Device manufactured or refurbished by Google, including Pixel phones and tablets.

O. "Google Grounding API" means any method, including via API, by which foundation model output or a GenAI Product can connect, call, access, retrieve, or display links or information from Google's GSE.

P. "General Search Engine" or "GSE" means software or a service that produces links to websites and other relevant information in response to a user query or prompt. "General Search Engine" or "GSE" also has the meaning defined and used in the Court's Memorandum Opinion of August 5, 2024, ECF 1032, at 8.

Q. The terms "include" and "including" should be read as "including but not limited to," and any use of either word is not limited in any way to any examples provided.

R. "On-device AI" is a type of artificial intelligence (AI) model that runs on a Device instead of on a cloud server. On-device AI includes a large language model (LLM) or universal language model (ULM) stored entirely on a Device.

S. "Person" or "person" means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

T. "Publisher" means any Person who controls the legal right to any information published or otherwise made available on any website or through any mobile app.

U. "Qualified Competitor" means a Competitor who meets the Plaintiffs' approved data security standards as recommended by the Technical Committee and agrees to regular data security and privacy audits by the Technical Committee, who makes a sufficient showing to the Plaintiffs, in consultation with the Technical Committee, of a plan to invest and compete in the GSE and/or Search Text Ads markets, and who does not pose a risk to the national security of the United States.

V. "Search Access Point" means any software, application, interface, digital product, or service where a user can enter a query or prompt and, in response to at least some user queries or prompts, receive (or be directed to a place to receive) a response that includes information from a GSE, including links to websites. Search Access Points include OS-level Search Access Points, browsers (including Search Access Points within browsers such as browser address bars), search apps, and GenAI Products that can retrieve and display information from a GSE, including links to websites.

W. "Search Feature" in Google Search means any content on a SERP that is not an organic link. Search Features include images, featured snippets, hotel units, query expansion features like auto-complete, "did you mean" prompts, spelling corrections, and related searches.

X. "Search Index" means any databases that store and organize information about websites and their content that is crawled from the web, gathered from data feeds, or collected via partnerships, from which Google selects information to provide results to users in response to general search queries.

Y. "Search Text Ad" means a general search text advertisement, which is an ad that resembles an organic link on a SERP. "Search Text Ad" also has the meaning defined and used in the Court's Memorandum Opinion of August 5, 2024, ECF 1032, at 60, and includes Search Text Ads appearing in or in connection with Google AI Overviews.

Z. "SERP" or "Search Engine Results Page" means the results provided by a search engine, in response to a user query, including links and other features and content, including from a broad index of the web. "SERP" or "Search Engine Results Page" also has the meaning defined and used in the Court's Memorandum Opinion of August 5, 2024, ECF 1032, at 19.

AA. "Technical Committee" or "TC" means the five-person committee of experts appointed by the Court pursuant to Paragraph X.A.

BB. "User-side Data" means all data that can be obtained from users in the United States, directly through a search engine's interaction with the user's Device, including software running on that Device, by automated means. User-side Data includes information Google collects when answering commercial, tail, and local queries. User-side Data may also include datasets used to train (at all stages of training including pre-training and filtering, post-training, fine-tuning) Google's ranking and retrieval components, as well as GenAI models used for Google's GenAI Products.

IV. PROHIBITION ON FORECLOSING OR OTHERWISE EXCLUDING COMPETITORS THROUGH CONTRACTS WITH THIRD PARTIES THAT MAINTAIN GOOGLE'S MONOPOLIES

The purposes of the remedies set forth in this Section are to unfetter the monopolized markets from Google's exclusionary practices, pry open the monopolized markets to competition, remove barriers to entry, and ensure there remain no practices likely to result in unlawful monopolization of these markets and related markets in the future by prohibiting contracts that foreclose or otherwise exclude Competitors, including by raising their costs, discouraging their distribution, or depriving them of competitive access to inputs.

A. Preferential Treatment And Payments To Non-Apple Third Parties Prohibited: Google must not offer or provide anything of value to any non-Apple third party, including payments, for (1) preferential treatment of a General Search Engine (GSE) or Search Access Point relative to Competitors; (2) making or maintaining any GSE as a default within a new or existing Search Access Point or for undermining, frustrating, interfering with, or in any way discouraging the use of any GSE Competitor; or (3) preinstallation, placement, or default status

of any Search Access Point. This prohibition includes payments for Choice Screens (with the limited exception noted in Section IX) and preferential treatment of GSE distribution or inputs that would have the effect of disadvantaging any GSE Competitor.

B. Preferential Treatment And Payments To Apple Prohibited: Google must not offer or provide anything of value to Apple, including payments, for (1) preferential treatment of a General Search Engine (GSE) or Search Access Point relative to Competitors; (2) making or maintaining any GSE as a default within a new or existing Search Access Point or for undermining, frustrating, interfering with, or in any way discouraging the use of any GSE Competitor; or (3) preinstallation, placement, or default status of any Search Access Point. This prohibition includes payments for Choice Screens and preferential treatment of GSE distribution or inputs that would have the effect of disadvantaging any GSE Competitor.

C. Exclusionary Agreements With Publishers Prohibited: Google must not enter into a contract or other agreement, or enforce any existing agreement, with any Publisher to license data from any Publisher, website, or content creator, which provides Google exclusivity or otherwise restricts the Publisher's ability to license or otherwise make available the data to any other GSE or GenAI Product developer. This includes, for example, any agreement with a "most favored nation" or any similar provision that would require the Publisher to give Google the best terms it makes available to any other buyer or licensee.

D. Conditional Access Prohibited: Google must not condition access or terms of access to the Play Store or any other Google product on a distribution agreement for a GSE, Search Access Point, or Choice Screen; or an agreement not to distribute a Competitor's product or service. Google must not bundle, tie, comingle, or otherwise condition, a GSE or Search

Access Point with any other Google product, for example, by licensing a Google product to a Distributor and including a GSE or Search Access Point license for free.

E. Revenue Share Payments Prohibited: Google must not offer or provide to any Distributor any payment that is determined or calculated based on the usage of or revenue generated by—or any similar factor for—any particular GSE or Search Access Point (e.g., Google queries, Google Search Text Ad clicks, Google selections on a Choice Screen). For clarity, Google may make payments that are unrelated to search and are not determined or calculated based on the usage of or revenue generated by—or any similar factor for—any particular GSE or Search Access Point.

F. Search Ad Syndication Payments: Notwithstanding any other provision, Google may make payments to entities syndicating Search Ads from Google, subject to the provisions of Paragraph VIII.E.

G. Permitted Payments: Notwithstanding any other provision, Google may make the following payments:

1. Google may pay a third-party to show ads for Search Access Points in an app store, and for offering a Search Access Point in an app store, provided that:

a) the app store includes at least three similar non-Google Search Access Points;

b) the Google Search Access Point does not receive more favorable treatment than any other similar Search Access Point; and

c) the payment complies with Paragraph IV.E.

2. Google may offer or provide payment or other valuable consideration to a consumer for utilizing Google Search, e.g., Google may pay a consumer for each search they conduct using Google Search. Google must not offer or provide anything of value, including payments, to a consumer to set Google Search as the default GSE.

H. Acquisitions And Investments: Google must not, without providing Prior Notification, as defined in Paragraph IV.I, to the United States and the Plaintiff States, acquire any interest in, or part of, any company; enter into a new joint venture, partnership, or collaboration; or expand the scope of an existing joint venture, partnership, or collaboration, with any company that competes with Google in the GSE or Search Text Ads markets or any company that controls a Search Access Point or GenAI Product. Nothing in this Paragraph IV.H prevents any Plaintiff from separately investigating or challenging the legality of an acquisition, joint venture, partnership, or collaboration under applicable state or federal law.

I. Prior Notification:

1. Unless a transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the "HSR Act"), Google may not, without first providing notification to the United States and the Plaintiff States, directly or indirectly acquire (including through an asset swap agreement) any assets of or any interest, including a financial, security, loan, equity, or management interest, in any person or entity that competes with Google in the GSE or Search Text Ads markets or any company that controls a Search Access Point or Gen AI Product.

2. Google must provide the notification required by this Paragraph IV.I in the same format as, and in accordance with the instructions relating to, the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations, as amended. Such notice must also be made to the Plaintiff States. Notification must be provided at least thirty (30) calendar days before acquiring any assets or interest, and must include, beyond the information required by the instructions, the names of the principal representatives who negotiated the transaction on behalf of each party and all management or strategic plans discussing the proposed transaction. If, within the thirty (30) calendar days following notification, representatives of the United States (after consultation with the Co-Plaintiff States and the Colorado Plaintiff States' enforcement committee), make a written request for additional information, Google may not consummate the proposed transaction until thirty (30) calendar days after submitting all requested information.

3. Early termination of the waiting periods set forth in this Paragraph IV.I may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Paragraph IV.I must be broadly construed and any ambiguity or uncertainty regarding whether to file a notice under this Paragraph IV.I must be resolved in favor of filing notice.

J. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this

Section or any of its provisions. For example, Google may not make payments permitted under Paragraphs IV.A, B, E, or G with the purpose or effect of circumventing or frustrating the purposes of this Section. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

V. PROHIBITION ON FORECLOSING OR OTHERWISE EXCLUDING GSE AND SEARCH TEXT AD COMPETITORS THROUGH OWNERSHIP OR CONTROL OF RELATED PRODUCTS

The purposes of the remedies set forth in this Section are to unfetter the monopolized markets from Google's exclusionary practices, pry open the monopolized markets to competition, remove barriers to entry, and ensure there remain no practices likely to result in unlawful monopolization of these markets and related markets in the future by requiring Google to divest its browser Chrome and prohibiting Google from providing its search products preferential access to related products or services that it owns or controls such as its mobile operating system (e.g., Android).

A. Chrome Divestiture: Google must promptly and fully divest Chrome, along with any assets or services necessary to successfully complete the divestiture, to a buyer approved by the Plaintiffs in their sole discretion, subject to terms that the Court and Plaintiffs approve. The evaluation of any potential buyer shall include the potential buyer's proposed business and investment plans (including those for open-source project Chromium), the United States' evaluation, at its sole discretion, of any potential risks to national security, the potential buyer's plans for sharing and protecting user data included in the acquisition, and any other issues a potential buyer may present. Google may not release any other Google Browser during the term of this Final Judgment absent approval by the Court, but Google may continue to support the existing functionality of non-Chrome Google Browsers that have already been released as of

March 7, 2025. Nothing in this Paragraph V.A prevents any Plaintiff from separately investigating or challenging the legality of an acquisition, joint venture, partnership, or collaboration under applicable state or federal law.

B. Self-Preferencing Prohibited: Google must not use its ownership and control of Android, or any other Google product or service, to:

1. make any GSE, Search Access Point, GenAI Product, or On-Device AI explicitly or implicitly mandatory on Android Devices, for example, by preventing interoperability between Android AICore or a Google Grounding API and Competitor products and services in the GSE or Search Text Ads markets;
2. reduce, prevent, or otherwise interfere with the distribution of a Competitors' GSE, Search Access Point, or GenAI Products;
3. degrade any aspect of quality, including the features, functionality, or user experience, on a Competitor's GSE, Search Access Point, or GenAI Products;
4. explicitly or implicitly, directly or indirectly, prevent or discourage manufacturers or other Android partners (e.g., carriers) from working with Competitors' GSE, Search Access Point, or GenAI Products;
5. explicitly or implicitly, directly or indirectly, punish or penalize manufacturers or other Android partners (e.g., carriers) that work with Competitors' GSE, Search Access Point, or GenAI Products; or
6. otherwise use its ownership and control of Android to explicitly or implicitly, directly or indirectly, force or coerce manufacturers or other

Android partners (e.g., carriers) to (i) work with Google's GSE or GenAI Products or (ii) give Google's products and services any better treatment than given Competitors' products.

C. Contingent Structural Relief: In the event the remedies in this Final Judgment prove insufficient to serve their intended purposes of restoring competition or if Google attempts to or is successful in circumventing these remedies, then the Court may impose additional structural relief, including the divestiture of Android. If, at least five (5) years after entry of this Final Judgment, if Plaintiffs demonstrate by a preponderance of the evidence that either or both monopolized markets have not experienced a substantial increase in competition, then Google shall divest Android unless Google can show by a preponderance of the evidence that its ownership or control of Android did not significantly contribute to the lack of a substantial increase in competition.

D. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this Section or any of its provisions. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

VI. REQUIRED DISCLOSURES OF SCALE-DEPENDENT DATA NECESSARY TO COMPETE WITH GOOGLE

The purposes of the remedies set forth in this Section are to remove barriers to entry, pry open the monopolized markets to competition, and deprive Google of the fruits of its violations by providing Competitors access to scale-dependent data inputs—for both search and ads—that would otherwise provide Google an ongoing advantage from its exclusionary conduct. These remedies are intended to make this data available in a way that provides suitable security and privacy safeguards for the data that Google must share.

A. Google's Search Index: For the term of this Final Judgment, Google will make available, at marginal cost, to Qualified Competitors the following data related to Google's Search Index, in addition to any data made available by Google via the APIs required under Sections VII and VIII:

1. for each document in the Google Search Index a unique identifier (DocID) and another notation sufficient to denote all the documents Google considers duplicates of each other;
2. a DocID to URL map;
3. for each DocID a set of signals, attributes, or metadata associated with each DocID that are derived in any part from User-side Data including but not limited to (A) popularity as measured by user intent and feedback systems including Navboost/Glue, (B) quality measures including authoritativeness, (C) time that the URL was first seen, (D) time that the URL was last crawled, (E) spam score, (F) device-type flag, and (G) any other specified signal the TC recommends to be treated as significant to the ranking of search results; and
4. databases consisting of information sufficient to recreate Google's Knowledge Graph, including local information.

This information must be provided for all websites in the full Search Index Google uses for searches on Google.com or any other of its owned and operated general search products. Google must make this information available to Qualified Competitors on a periodic basis to be determined by Plaintiffs in consultation with the TC. For clarity, in each periodic update Google will provide a full set of DocIDs and associated signals for the entire then-current information in

Google's Search Index. Nothing in this Section VI purports to transfer intellectual property rights of third parties to index users.

B. Publisher Opt-Out: Google must provide online Publishers, websites, and content creators with an easily useable mechanism to selectively opt-out of having the content of their web pages or domains used in search indexing or used to train or fine-tune any of Google's GenAI models or GenAI Products (on a model-by-model basis). Google must enable online Publishers, websites, and content creators to opt-out of individual GenAI Products on a product-by-product basis without affecting the Publisher, website, or content creator's participation or inclusion in any other Google product or feature. Google must offer content creators on Google-owned sites (all Google owned or operated properties, including YouTube) the same opt-out provided to Publishers, websites, and content creators. Google must not retaliate against any Publisher, website, or content creator who opts-out pursuant to this Paragraph VI.B.

C. User-Side Data: For the term of this Final Judgment, Google will make available, at marginal cost, to Qualified Competitors the following User-side Data on a non-discriminatory basis while safeguarding personal privacy and security, in addition to any data made available by Google via the APIs required under Sections VII and VIII:

1. User-side Data used to build, create, or operate the GLUE statistical model(s);
2. User-side Data used to train, build, or operate the RankEmbed model(s); and
3. The User-side Data used as training data for GenAI Models used in Search or any GenAI Product that can be used to access Search.

Google must make this data available to Qualified Competitors on a periodic basis to be determined by Plaintiffs in consultation with the TC.

D. User-Side Data Sharing Administration: Before this data specified in Paragraph VI.C is shared with Qualified Competitors, Google must use ordinary course techniques to remove any Personally Identifiable Information. Google must provide sufficient information for each dataset such that it can be reasonably understood by Qualified Competitors, including but not limited to a description of what the dataset contains, any sampling methodology used to create the dataset, and any anonymization or privacy-enhancing technique that was applied. Google will have up to six (6) months from the date of entry of this Final Judgment to implement the technology and provide any notice necessary to comply with this Section VI, and the six-month time period will start once Plaintiffs, in consultation with the TC, determine that the technology, including security and privacy safeguards, is fully functional.

E. Ads Data: For the term of this Final Judgment, Google must provide Qualified Competitors, at marginal cost, the following Ads Data, in addition to any data made available by Google via the APIs required under Sections VII and VIII: Ads Data used to operate, build or train AdBrain models or other models used in Ads targeting, retrieval, assessing ad relevance, bidding, auctioning (including predicted click-through rates (pCTR)), formatting, or content generation.

F. Ads Data Sharing Implementation: Before this data specified in Paragraph VI.E. is shared with Qualified Competitors, Google must use ordinary course techniques to remove any Personally Identifiable Information. Google must provide sufficient information for each dataset such it can be reasonably understood, including but not limited to a description of what the dataset contains, any sampling methodology used to create the dataset, and any anonymization or

privacy-enhancing technique that was applied. Google will have up to six (6) months from the date of entry of this Final Judgment to implement the technology and provide any notice necessary to comply with this Section VI, and the six-month time period will start once Plaintiffs, in consultation with the TC, determine that the technology, including security and privacy safeguards, is fully functional.

G. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this Section or any of its provisions. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

VII. REQUIRED SYNDICATION OF SEARCH RESULTS NECESSARY TO BUILD GSE QUALITY AND SCALE OF QUALIFIED COMPETITORS

The purposes of the remedies set forth in this Section are to remove barriers to entry, pry open the monopolized markets to competition, and deprive Google of the fruits of its violations by enabling Competitors to quickly erode Google's scale advantages, while also providing incentives for those rivals and entrants to transition to independence. Google may not syndicate its search results except as allowed by Section VII or otherwise approved by Plaintiffs.

A. Search Syndication License: Google must take steps sufficient to make available to any Qualified Competitor, at no more than the marginal cost of this syndication service, a syndication license whose term will be ten (10) years from the date the license is signed, and which will require Google, via real-time API(s), to make the following information and data available in response to each query issued or submitted by a Qualified Competitor:

1. Data sufficient to understand the layout, display, slotting, and ranking of all items or modules on the SERP, including but not limited to the mainline content and sidebar content and sitelinks and snippets;

2. Ranked organic search results obtained from Google database or index, regardless of whether such web content was obtained by crawling the Internet or by other means;

3. Search features that enable query corrections, modification, or expansion like spelling, synonyms, autocomplete, autosuggest, related search, "did you mean," "people also ask," and any other important query rewriting features identified by the TC;

4. Local, Maps, Video, Images, and Knowledge Panel search feature content; and

5. FastSearch results (fast top organic results).

The information provided pursuant to this Section must be the same as if the Qualified Competitor's query had been submitted through Google.com. It will be the Qualified Competitor's sole discretion to determine how much information to share with Google regarding the end-user.

B. Syndication License Obligations: Google must provide the license on a non-discriminatory basis to any Qualified Competitor and may impose no restrictions on use, display, or interoperability with Search Access Points, including of GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. Licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated results and which syndication components to display or use and may do so in any manner they choose. Google may not place any conditions on how any licensee may use syndicated content under Paragraph VII.A, nor may Google retain, or use (in any way), syndicated queries or other information it obtains under Paragraph VII.A for its own products

and services. For the avoidance of doubt, this Final Judgment only requires Google to provide syndication for queries that originate in the United States.

C. Search Syndication License Terms: The search syndication license must have the following additional features:

1. Google will make syndicated content available via an API that provides responses with latency and reliability functionally equivalent to what Google provides for its own SERP.

2. Syndication will start with significant access to the data required by Paragraph VII.A above and decline over the course of a 10-year period with an expectation that licensees will become independent of Google over time through investment in their own search capabilities. The scope of allowable syndication will be determined by the Plaintiffs in consultation with the TC.

3. Google may not consent to licensees exceeding syndication limits set by Plaintiffs, and licensees must submit to the TC audits of syndication frequency.

D. Contingent Search Text Ads Syndication License Relief: If, at least five (5) years after entry of this Final Judgment, if Plaintiffs demonstrate by a preponderance of the evidence that either or both monopolized markets have not experienced a substantial increase in competition, then Google must take steps sufficient to make available to any Qualified Competitor, at no more than the marginal cost of this syndication service, a syndication license whose term will be for the remainder of this Final Judgment and which makes available all components of its Search Text Ads product, including all types of Search Text Ads (including

any assets, extensions, or similar Search Text Ad variations) appearing on Google's SERP or available through Google's AdSense for Search. Google must make the purchase of ads syndicated under this Section available to advertisers on a nondiscriminatory basis comparable to Google's other Search Text Ads. For each syndicated ad result, Google must provide to the Qualified Competitor all Ads Data related to the result, provide the license on a non-discriminatory basis, and may impose no restrictions on use, display, or interoperability with Search Access Points, including of GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. The Contingent Search Text Ads Syndication License relief is separate from, and in addition to, the Search Text Ads Syndication remedy provided in Paragraph VIII.E, except that the Contingent Search Text Ads Syndication License must, if implemented, comply with Paragraph VIII.E.

E. Synthetic Queries: Google must permit, at marginal cost, Qualified Competitors to submit synthetic or simulated queries, and Google must provide results in the same format as the results provided in the API required in this Section VII. The Qualified Competitor will be entitled to log and use (in any way) Google's results, including ads and anything else that would appear on a Google SERP. The maximum number of allowable synthetic queries will be determined by the Plaintiffs in consultation with the TC.

F. No Restraints On Use For Other Purposes: Google must permit, and must not limit or otherwise restrain, Qualified Competitors from using the information and services obtained under this Section VII for any purpose related to general search or general search text advertising.

G. Existing Syndication Agreements: The provisions of this Section VII will have no effect on any existing Google syndication agreements with third parties or on its ability to enter into syndication contracts with third parties other than Qualified Competitors, except that:

1. Google must permit any entity with an existing syndication agreement who becomes a Qualified Competitor, at the Qualified Competitor's sole discretion, to terminate its existing agreement in favor of the remedies in this Section VII.

2. Google must comply with Paragraph VII.A for all existing syndication agreements between Google and third-party GSEs by the earlier of two (2) years from the Effective Date or the term of any existing syndication contract.

3. For any existing or future Google agreements licensing or syndicating any search or search ads products to a Competitor, Google cannot:

   a) Enforce any provisions restricting use, display, or interoperability with Search Access Points, including of GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. For example, licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated results and which syndication components to display or use and may do so in any manner they choose.

   b) Retain or use (in any way) syndicated queries or other information it obtains from Competitors for its own products and services.

H. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this Section or any of its provisions. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

VIII. SEARCH TEXT AD TRANSPARENCY AND REDUCTION OF SWITCHING COSTS

The purposes of the remedies set forth in this Section are to reduce entry barriers, afford advertisers better data to inform product choices, and pry open the monopolized markets to competition, including by providing advertisers with information and options providing visibility into the performance and cost of their Google Search Text Ads and by providing the necessary ability to optimize their advertising, including by purchasing Search Text Ads from Google Competitors.

A. Search Query Report: For each Search Text Ad served or clicked, Google must make available to advertisers at the individual ad level for the preceding 18-month period, data showing the query, keyword trigger, match type, cost-per-click (CPC), click-through rate (CTR), SERP positioning, long-term value (LTV), conversion data, and any other metric necessary for the advertiser to evaluate its ad performance. This data must be made available through an API that permits advertisers to download raw data in real time, generate reports and summaries, and perform other analytical functions to assess ad spend, ad performance, and in-campaign optimization (including the ability to assess incremental clicks generated by Search Text Ads). This data must also be provided to advertisers through periodic (at least monthly) autogenerated summaries accessible through the Google ads system interface.

B. Keyword Matching: Google must make available to advertisers a keyword matching option such that, when an advertiser chooses this matching option for a given keyword,

the advertiser's ad will be eligible for the ad auction only when a query's content exactly matches with no variation to the keyword selected by the advertiser. This same matching option must also be made available for use with negative keywords.

C. Access To Data Reports: Google must not limit the ability of advertisers to export in real time (by downloading through an interface or API access) data or information relating to their entire portfolio of ads or advertising campaigns bid on, placed through, or purchased through Google, including data relating to placement or performance (including conversion and conversion value data). The data made available must include all of the information contained in or used by Google in its Google Analytics, Ads Data Hub, Google Ads Data Manager, BigQuery, or Store sales and visitor measurement products, on the most granular and detailed level.

D. Search Text Ads Auction Changes: On a monthly basis, Google must provide the TC and Plaintiffs a report outlining all changes made to its Search Text Ads auction in the preceding month, provide (1) Google's public disclosure of that change or (2) a statement why no public disclosure is necessary, and further identify each change which Google considers material. Plaintiffs have the right to challenge any disclosure they deem inadequate.

E. Search Text Ads Syndication: Google must take steps sufficient to make available to any Qualified Competitor a Search Ads Syndication License whose term will be ten (10) years from the date the license is signed, providing latency, reliability, and performance functionally equivalent to what Google provides for Search Text Ads on its own SERP, and available to Qualified Competitors on financial terms no worse than those offered to any other user of Google's Search Text Ads syndication products, e.g. AdSense for Search, or any other current or future products offering syndicated Search Text Ads. It will be the Qualified Competitor's sole

discretion to determine how much information to share with Google regarding the end-user. Search Text Ads syndication licenses to Qualified Competitors must include all types of Search Text Ads (including any assets, extensions, or similar Search Text Ad variations) appearing on Google's SERP or available through its syndication products. Google must make the purchase of ads syndicated under this Paragraph available to advertisers on a nondiscriminatory basis comparable to, and no more burdensome than, the availability of Google's other Search Text Ads, must include Qualified Competitors in its Search Partner Network, and must also provide advertisers the option to appear on each individual Qualified Competitor's sites on a site-by-site basis (i.e. an advertiser can choose to appear as a syndicated result on a Qualified Competitor's site regardless of whether it opts into the Search Partner Network or chooses to appear on any other site, including Google.com). For each syndicated ad result, Google must provide to the Qualified Competitor all Ads Data related to the ads provided to the Qualified Competitor, including the identity of the advertiser and CPC paid, and conversion data where available, without restrictions on use of the Ads Data including restrictions on using it to market or solicit advertisers for the Qualified Competitors' own advertising products. For ads syndicated to Qualified Competitors, Google may impose no restrictions on use, display, or interoperability with Search Access Points, including of GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. Google may not place any conditions on how any Qualified Competitor may use or display syndicated content under this Paragraph VIII.E, including on scraping, indexing, or crawling the syndicated results. For example, licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated Search Text Ads and which syndication components to display or use and may do so in any manner they choose. Qualified Competitors must have the right to set a

minimum CPC for ads syndicated under this Paragraph VIII.E to appear on their website. Google may not retain or use (in any way) syndicated queries or other information it obtains under this Paragraph VIII.E for its own products and services. For the avoidance of doubt, Google must only provide syndication for queries that originate in the United States.

F. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this Section or any of its provisions. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

IX. CHOICE SCREENS ON EXISTING NON-APPLE DEVICES, GOOGLE DEVICES, AND GOOGLE BROWSERS

The purposes of the remedies set forth in this Section are to unfetter the markets from Google's illegal monopolization and deprive it of the fruits of its violations by informing users, including those accustomed to Google's default status on their existing Devices and Google Devices, of the competitive choices for GSEs. The remedies in this Section are further intended to limit Google's ability to enter into or continue its anticompetitive distribution agreements.

A. Choice Screens For Google Search Access Points On Existing Non-Apple, Third-Party Devices: For every Google Search Access Point that was preinstalled on a non-Apple, third-party Device under a distribution agreement before the date of entry of this Final Judgment, Google must offer the Distributor the option to display (1) a Search Access Point Choice Screen (if the Search Access Point Choice Screen includes a Google Browser as an option and the Google Browser is selected, then a Default Search Engine Choice Screen must be shown for the Google Browser) or (2) a Search Default Choice Screen (if Google has already shown a Search Default Choice Screen for another Search Access Point on that Device, Google may apply the previous selection to each Search Access Point), to any user who has Google as their default

GSE on that Search Access Point. For each Device displaying such Choice Screens, the Distributor shall receive from Google for the remaining life of the Device or one (1) year, whichever is shorter, a fixed monthly payment equal to the average monthly amount that Google paid to the Distributor for that Device during the shorter of the 12-month period prior to the date of entry of this Final Judgment or the lifetime of the Device.

B. Choice Screens For Search Access Points On Google Devices: On new Google Devices, Google may display a Search Access Point Choice Screen or may preinstall a Google Search Access Point that implements a Default Search Choice Screen (if the Search Access Point Choice Screen includes a Google Browser as an option and the Google Browser is selected, then a Default Search Engine Choice Screen must be shown for the Google Browser). For each Search Access Point preinstalled on an existing Google Device before the date of entry of this Final Judgment, Google must (a) implement a Default Search Choice Screen or a Search Access Point Choice Screen (if the Search Access Point Choice Screen includes a Google Browser as an option and the Google Browser is selected, then a Default Search Engine Choice Screen must be shown for the Google Browser) or (b) delete—or, if undeletable, remove the visual representation of—the Search Access Point.

C. Choice Screens On Google Browsers: Google must display a Search Default Choice Screen on every new and existing instance of a Google Browser where the user has not previously affirmatively selected a default GSE for that Google Browser, including by changing the search default through the settings.

D. Choice Screens: Google must disclose each Choice Screen, the related distribution agreement, if relevant, and its plan for implementing that Choice Screen to Plaintiffs and the TC at least sixty (60) days in advance of the Choice Screen being displayed to any user.

After consultation with a behavioral scientist, the TC will report to Plaintiffs whether each Choice Screen satisfies these requirements, and ultimately Plaintiffs must approve any Choice Screen offered pursuant to this Final Judgment. Plaintiffs, in consultation with the TC, may require modifications to any Choice Screen over time. Any choice screen provided for in this Final Judgment must be designed to not preference Google, to be accessible, to be easy to use, and to minimize choice friction, based on empirical evidence of user behavior.

1. "Search Access Point Choice Screen" means a choice screen that appears on a Device and is no more favorable to Google than a choice screen with the following characteristics (e.g., a choice screen may be randomized or may show a Competitor in the top position every time rather than having the options appear in random order):

    a) for a Google Device, five options qualify to appear on the choice screen: a single Google-owned Search Access Point, the Device's current default Search Access Point (if applicable), and the three-to-four (as applicable) consenting rival Search Access Points of the same type with the highest U.S. market shares;

    b) for a non-Google Device, a single Google-owned Search Access Point and three-to-five rival Search Access Points selected by the Distributor appear as options on the choice screen;

    c) the options appear in random order (1) at the device's first use, including after a factory reset; and (2) if the user has not otherwise seen the choice screen within the previous 90 days, at the device's

first use on or after a fixed, yearly date coordinated across all Choice Screens; and

d) the user can return to the choice screen at any time by selecting a reasonably accessible setting.

2. "Search Default Choice Screen" means a choice screen that appears on a Search Access Point and is no more favorable to Google than a choice screen with the following characteristics (e.g., a choice screen may be randomized or may show a Competitor in the top position every time rather than having the options appear in random order):

a) for a Google Search Access Point, five options qualify to appear on the choice screen: a single Google-owned GSE, the current default search engine (if applicable), and the three-to-four (as applicable) consenting rival GSEs with the highest U.S. market shares;

b) for a non-Google Search Access Point, a single Google-owned GSE and three-to-five rival GSEs selected by the Search Access Point company appear as options on the choice screen;

c) the options appear in random order (1) at the Search Access Point's first use, including after a factory reset; (2) if the user has not otherwise seen the choice screen within the previous 90 days, at the Search Access Point's first use on or after a fixed, yearly date coordinated across all Choice Screens;

d) the GSE selected on the choice screen becomes the Search Access Point's default GSE for those user queries and prompts that result in the display of web links; and

e) the user can return to the choice screen at any time by selecting a reasonably accessible setting.

E. [The following provisions in this Paragraph IX.E are proposed solely by the Colorado Plaintiff States. Plaintiff United States and its Co-Plaintiff States do not join in proposing these remedies.] Public Education Fund: Google will fund a nationwide advertising and education program designed to inform users of the outcome of this litigation, the remedies in this Final Judgment, the purpose of the remedies to restore competition and improve consumer choice, and the mechanisms available to consumers to exercise choice in the selection of GSEs. The Public Education Fund will be designed to best advance the ability of consumers to make informed choices. The TC shall assess the design and funding level of the Public Education Fund for the approval of the Colorado Plaintiff States and subsequent review of this Court. In its work, the TC shall assess the role of short-term incentive payments in achieving the goals of the Public Education Fund. Nothing in this program will limit the ability of consumers to change any Search Access Point or a search default on a Search Access Point, at any time as they choose.

F. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this Section or any of its provisions. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

X. EFFICIENT, EFFECTIVE, AND ADMINISTRABLE MONITORING AND ENFORCEMENT

The purposes of the remedies set forth in this Section are to ensure the efficient, effective, and administrable monitoring and enforcement of this decree.

A. Technical Committee:

1. Within thirty (30) days of entry of this Final Judgment, the Court will appoint, pursuant to the procedures below, a five-person Technical Committee ("TC") to assist in enforcement of and compliance with this Final Judgment.

2. The TC members must be experts in some combination of software engineering, information retrieval, artificial intelligence, economics, and behavioral science. No TC member may have a conflict of interest that could prevent them from performing their duties in a fair and unbiased manner. In addition, unless Plaintiffs specifically consent, no TC member:

   a) may have been employed in any capacity by Google or any Competitor to Google within the six-month period directly predating their appointment to the TC;

   b) may have been retained as a consulting or testifying expert by any party in this action; or

   c) may perform any work for Google or any Competitor of Google during the time that they serve on the TC and for one (1) year after ceasing to serve on the TC.

3. Within seven (7) days of entry of this Final Judgment, Plaintiff United States (after consultation with the Co-Plaintiff States), the Colorado

Plaintiff States, and Google will each select one member of the TC, and a majority of those three members will then select the remaining two members. Plaintiff United States' appointee will serve as chair. The selection and approval process will be as follows:

a) As soon as practicable after submission of this Final Judgment to the Court, the Plaintiffs as a group will identify to Google the individuals they propose to select as their designees to the TC, and Google will identify to Plaintiffs the individual it proposes to select as its designee. No party may object to a selection on any ground other than failure to satisfy the requirements of Paragraph X.A.2 above. Any such objection must be made within ten (10) business days of the receipt of notification of selection.

b) The Plaintiffs will apply to the Court for appointment of the persons selected pursuant to Paragraph X.A.3.a) above. Any objections to the eligibility of a selected person that the parties have failed to resolve between themselves will be decided by the Court based solely on the requirements stated in Paragraph X.A.2 above.

c) As soon as practicable after their appointment by the Court, the three members of the TC selected by the Plaintiffs and Google (the "Standing Committee Members") will identify to the Plaintiffs and Google the persons that they in turn propose to select as the remaining members of the TC. The Plaintiffs and Google must not

object to these selections on any grounds other than failure to satisfy the requirements of Paragraph X.A.2 above. Any such objection must be made within ten (10) business days of the receipt of notification of the selection and must be served on the other party as well as on the Standing Committee Members.

d) The Plaintiffs will apply to the Court for appointment of the persons selected by the Standing Committee Members. If the Standing Committee Members cannot agree on the fourth or fifth members of the TC, that member or members will be appointed by the Court. Any objection by Plaintiffs or Google to the eligibility of the person selected by the Standing Committee Members which the parties have failed to resolve among themselves will also be decided by the Court based solely on the requirements stated in Paragraph X.A.2 above.

4. The Standing Committee Members will serve for an initial term of thirty-six (36) months; the remaining members will serve for an initial term of thirty (30) months. At the end of a TC member's term, the party that originally selected them may, in its sole discretion, either request re-appointment by the Court to additional terms of the same length, or replace the TC member in the same manner as provided for in Paragraph X.A.3 above. In the case of the fourth and fifth members of the TC, those members will be re-appointed or replaced in the manner provided in Paragraph X.A.3 above.

5. If Plaintiffs determine that a member of the TC has failed to act diligently and consistently with the purposes of this Final Judgment, or if a member of the TC resigns, or for any other reason ceases to serve in their capacity as a member of the TC, the person or persons that originally selected the TC member will select a replacement member in the same manner as provided for in Paragraph X.A.3 above.

6. Promptly after appointment of the TC by the Court, the Plaintiffs will enter into a Technical Committee Services Agreement ("TC Services Agreement") with each TC member that grants the rights, powers, and authorities necessary to permit the TC to perform its duties under this Final Judgment. Google must indemnify each TC member and hold them harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the TC's duties, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the TC member. The TC Services Agreements must include the following:

   a) The TC members will serve, without bond or other security, at the cost and expense of Google on such terms and conditions as the Plaintiffs approve, including the payment of reasonable fees and expenses.

b) The TC Services Agreement will provide that each member of the TC must comply with the limitations provided for in Paragraph X.A.2 above.

7. The TC must have the following powers and duties:

a) The TC will have the power and authority to monitor Google's compliance with its obligations under this Final Judgement.

b) The TC will have the power to recommend reasonable data security standards applicable to Qualified Competitors, which will be approved by the Plaintiffs.

c) The TC will have the power to evaluate Choice Screens and recommend to Plaintiffs whether they comply with this Final Judgment.

d) The TC may, on reasonable notice to Google:

(1) interview, either informally or on the record, any Google personnel, who may have their individual counsel present; any such interview will be subject to the reasonable convenience of such personnel and without restraint or interference by Google;

(2) inspect and copy any document in the possession, custody, or control of Google personnel;

(3) obtain reasonable access to any system or equipment to which Google personnel have access;

(4) obtain reasonable access to, and inspect, any physical facility, building or other premises to which Google personnel have access; and

(5) require Google personnel to provide documents, data and other information, and to submit reports to the TC containing such material, in such form as the TC may reasonably direct.

e) The TC will have access to Google's source code and algorithms, subject to a confidentiality agreement, as approved by the Plaintiffs and to be agreed to by the TC members pursuant to Paragraph X.A.8 below, and by any staff or consultants who may have access to the source code and algorithms. The TC may study, interrogate and interact with the source code and algorithms in order to perform its functions and duties, including the handling of complaints and other inquiries from third parties.

f) The TC will receive complaints from Google's Compliance Officer (as described in Paragraph X.B below), third parties, or the Plaintiffs and handle them in the manner specified in Paragraph X.C below.

g) The TC must report in writing to the Plaintiffs, initially every three (3) months for three (3) years and thereafter every six (6) months until expiration of this Final Judgment, the actions it has undertaken in performing its duties pursuant to this Final

Judgment, including the identification of each business practice reviewed and any recommendations made by the TC.

h) Regardless of when reports are due, when the TC has reason to believe that there may have been a failure by Google to comply with any term of this Final Judgment, or that Google is attempting to circumvent any provision of this Final Judgment or the intended purposes of this Final Judgment, the TC must immediately notify the Plaintiffs in writing setting forth the relevant details.

i) TC members may communicate with third parties about how their complaints or inquiries might be resolved with Google, so long as the confidentiality of information obtained from Google is maintained.

j) The TC may hire at the cost and expense of Google, with prior notice to Google and subject to approval by the Plaintiffs, such staff or consultants (all of whom must meet the qualifications of Paragraphs X.A.2.a-c) as are reasonably necessary for the TC to carry out its duties and responsibilities under this Final Judgement. The compensation of any person retained by the TC will be based on reasonable and customary terms commensurate with the individual's experience and responsibilities.

k) The TC must account for all reasonable expenses incurred, including agreed upon fees for the TC members' services, subject to the approval of the Plaintiffs. Google's failure to promptly pay

the TC's accounted-for costs and expenses, including for agents and consultants, will constitute a violation of this Final Judgment and may result in sanctions imposed by the Court. Google may, on application to the Court, object to the reasonableness of any such fees or other expenses only if Google has conveyed such objections to the Plaintiffs and the TC within ten (10) calendar days of receiving the invoice for such fees or other expenses. On any such application, (a) Google will bear the burden to demonstrate unreasonableness; (b) Google must establish an escrow account into which it deposits the disputed costs and expenses until the dispute is resolved; and (c) the TC members will be entitled to recover all costs incurred on such application (including reasonable attorneys' fees and costs), regardless of the Court's disposition of such application, unless the Court expressly finds that the TC's opposition to the application was without substantial justification.

l) *[The following provision in Paragraph X.A.7.l is proposed solely by the Colorado Plaintiff States. Plaintiff United States and its Co-Plaintiff States do not join in proposing this remedy.]* The TC will have the power to implement the Public Education Fund as provided for in Paragraph IX.E above.

8. Each TC member, and any consultants or staff hired by the TC, must sign a confidentiality agreement prohibiting disclosure of any information

obtained in the course of performing his or her duties as a member of the TC or as a person assisting the TC, to anyone other than another TC member or a consultant or staff hired by the TC, Google, the Plaintiffs, or the Court. All information gathered by the TC in connection with this Final Judgment and any report and recommendations prepared by the TC must be treated as Highly Confidential under the Protective Order in this case, and must not be disclosed to any person other than another TC member or a consultant or staff hired by the TC, Google, the Plaintiffs, and the Court except as allowed by the Protective Order entered in the Action or by further order of this Court. No member of the TC may make any public statements relating to the TC's activities.

B. Internal Compliance Officer:

1. Google must designate, within thirty (30) days of entry of this Final Judgment, an employee of Google as the internal Compliance Officer with responsibility for administering Google's antitrust compliance program and helping to ensure compliance with this Final Judgment.

2. Within seven (7) days of the Compliance Officer's appointment, Google must identify to the Plaintiffs the Compliance Officer's name, business address, telephone number, and email address. Within fifteen (15) days of a vacancy in the Compliance Officer position, Google must appoint a replacement and identify to the Plaintiffs the replacement Compliance Officer's name, business address, telephone number, and email address.

Google's initial or replacement appointment of the Compliance Officer is subject to the approval of the Plaintiffs.

3. The Compliance Officer must supervise the review of Google activities to ensure that they comply with this Final Judgment. The Compliance Officer may be assisted by other employees of Google.

4. The Compliance Officer must be responsible for performing the following activities:

a) within thirty (30) days after entry of this Final Judgment, distributing a copy of the Final Judgment to all officers and employees of Google;

b) distributing a copy of this Final Judgment to any person who succeeds to a position described in Paragraph X.B.4.a above within thirty (30) days of the date the person starts that position;

c) ensuring that those persons designated in Paragraph X.B.4.a above are annually trained on the meaning and requirements of this Final Judgment and the U.S. antitrust laws and advising them that Google's legal advisors are available to confer with them regarding any question concerning compliance with this Final Judgment or the U.S. antitrust laws;

d) obtaining from each person designated in Paragraph X.B.4.a above an annual written certification that he or she: (i) has read and agrees to abide by the terms of this Final Judgment; and (ii) has

been advised and understands that his or her failure to comply with this Final Judgment may result in a finding of contempt of court;

e) maintaining a record of all persons to whom a copy of this Final Judgment has been distributed and from whom the certification described in Paragraph X.B.4.d above has been obtained;

f) ensuring that all employees, and all new employees, receive a copy of this Final Judgment and receive annual training on compliance with the U.S. antitrust laws (the Compliance Officer will be responsible for approving the content, schedule, and scope of delivery of compliance training within Google with respect to: compliance with the decree itself; U.S. antitrust laws; and obligations to preserve and produce materials for use in investigations, litigations, or regulatory proceedings);

g) annually communicating to all employees that they may disclose to the Compliance Officer, without reprisal for such disclosure, information concerning any violation or potential violation of this Final Judgment or the U.S. antitrust laws by Google, and establishing a confidential avenue for any employee to report potential violations;

h) establishing and maintaining the website provided for in Paragraph X.C.2.a below;

i) receiving complaints from third parties, the TC, and the Plaintiffs concerning Google's compliance with this Final Judgment and

following the appropriate procedures set forth in Paragraph X.C below;

j) maintaining a record of all complaints received and action taken by Google with respect to each such complaint; and

k) ensuring employees retain all relevant documents and electronically stored information, regardless of medium or form, related to this Final Judgement and all complaints received and or action taken by Google with respect to any complaint.

5. Google must withing thirty (30) days further appoint a senior business executive, who has visibility into any Google entity with obligations under this Final Judgment, who Google will make available to update the Court on Google's compliance at regular status conferences or as otherwise ordered.

6. Google will retain (if it has not already) a licensed attorney in good standing in California to collect documents and interview employees and generally review Google's document retention practices and Google's compliance with its legal discovery obligations under this case and final judgment. This attorney will be retained for a term no shorter than eighteen (18) months. This attorney (and any team this attorney assembles) will present to the Audit and Compliance Committee (or any successor Board Committee) on the retention of documents and Google's compliance with its discovery obligations.

C. Voluntary Dispute Resolution:

1. Third parties may submit complaints concerning Google's compliance with this Final Judgment to the Plaintiffs, the TC, or the Compliance Officer.

2. Third parties, the TC, or Plaintiffs in their discretion may submit to the Compliance Officer any complaints concerning Google's compliance with this Final Judgment. Without in any way limiting their authority to take any other action to enforce this Final Judgment, the Plaintiffs may submit complaints to the Compliance Officer whenever doing so would be consistent with the public interest.

a) To facilitate the communication of complaints and inquiries by parties, the Compliance Officer must place on Google's website, in a manner acceptable to the Plaintiffs, the procedures for submitting complaints. To encourage whenever possible the informal resolution of complaints and inquiries, the website must provide a mechanism for communicating complaints and inquiries to the Compliance Officer.

b) Google has thirty (30) days after receiving a complaint to attempt to resolve or to reject it.

c) Within thirty (30) days of receiving a complaint, the Compliance Officer must advise the TC and the Plaintiffs of the nature of the complaint and its disposition. The TC may then propose to the

Plaintiffs further actions consistent with this Final Judgment, including consulting with Plaintiffs regarding the complaint.

3. The Compliance Officer, third parties, or the Plaintiffs in their discretion may submit to the TC any complaints concerning Google's compliance with this Final Judgment.

a) The TC must investigate complaints it receives and will consult with the Plaintiffs regarding its investigation. At least once during its investigation, and more often when it may help resolve complaints informally, the TC will meet with the Compliance Officer to allow Google to respond to the substance of the complaint and to determine whether the complaint can be resolved without further proceedings.

b) Following its investigation, the TC will advise Google and the Plaintiffs of its conclusion and its proposal for cure.

c) Reports and recommendations from the TC may be received into evidence by the Court in connection with any effort by any Plaintiff to enforce this Final Judgment but must not be otherwise made available in any other court or tribunal related to any other matter. No member of the TC will be required to testify by deposition, in court, or before any other tribunal regarding any matter related to this Final Judgment.

d) The TC may preserve the anonymity of any third-party complainant where it deems it appropriate to do so upon the request of the Plaintiffs or the third party, or in its discretion.

D. Compliance Inspection:

1. Without in any way limiting the sovereign enforcement authority of each of the Colorado Plaintiff States, the Colorado Plaintiff States will form a committee to coordinate their enforcement of this Final Judgment. Neither a Co-Plaintiff State nor a Colorado Plaintiff State may take any action to enforce this Final Judgment without first consulting with the United States and with the Colorado Plaintiff States' enforcement committee.

2. For the purposes of determining or securing compliance with this Final Judgment or of determining whether this Final Judgment should be modified or vacated, upon written request of an authorized representative of the Assistant Attorney General for the Antitrust Division (after consultation with the Co-Plaintiff States and the Colorado Plaintiff States' enforcement committee) or of the Attorney General of a Co-Plaintiff State or the Attorney General of a Colorado Plaintiff State (after consultation with the United States and the Colorado Plaintiff States' enforcement committee), as the case may be, and reasonable notice to Google, Google must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by any Plaintiff:

a) to have access during Google's office hours to inspect and copy, or at the option of the Plaintiff, to require Google to provide electronic copies of all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Google relating to any matters contained in this Final Judgment; and

b) to interview, either informally or on the record, Google's officers, employees, or agents, who may have their individual counsel present, relating to any matters contained in this Final Judgment. The interviews must be subject to the reasonable convenience of the interviewee and without restraint or interference by Google.

3. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division (after consultation with the Co-Plaintiff States and the Colorado Plaintiff States' enforcement committee) or of the Attorney General of a Co-Plaintiff State or the Attorney General of a Colorado Plaintiff State (after consultation with the United States and the Plaintiff States' enforcement committee), Google must submit written reports or respond to written interrogatories, under oath if requested, relating to any matters contained in this Final Judgment.

E. Anti-Retaliation: Google must not retaliate in any form against a person because it is known to Google that the person is or is contemplating:

1. developing, distributing, promoting, syndicating, using, selling, offering, or licensing any product or service that competes with—or facilitates

competition with—a Google-affiliated GSE or a Google-affiliated Search Text Ads product;

2. filing a complaint related to Google's compliance with this Final Judgment;

3. testifying, assisting, cooperating with, or participating in any manner in an investigation, proceeding, hearing, or litigation related to Google's compliance with this Final Judgment; or

4. exercising any of the options or alternatives provided for under this Final Judgment.

F. Anti-Circumvention: Google is enjoined from enforcing or complying with any provision in any existing or future contract, agreement, or understanding which is otherwise prohibited by this Final Judgment.

1. Google must not (i) engage in any conduct designed to replicate the effect of any behavior found by the Court to violate the Sherman Act; (ii) engage in any conduct substantially similar to conduct prohibited by another Section of this Final Judgment or designed to evade any obligation imposed by this Final Judgment; or (iii) engage in any conduct with the purpose or effect of evading or frustrating the intended purposes of this Final Judgment.

2. For the avoidance of doubt, the provisions in this Paragraph X.F are worldwide in scope and are applicable to Google's conduct or contracts regardless of where it occurred or purports to apply.

G. No Circumvention Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing or frustrating the purposes of this Section or any of its provisions. Complaints regarding non-compliance with this Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

XI. RETENTION OF JURISDICTION AND ENFORCEMENT OF FINAL JUDGMENT

A. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of its provisions (including an order to divest any relevant Google business), for the enforcement of compliance with this Final Judgment, and for the punishment of any violation of this Final Judgment. In any motion to modify this Final Judgment, Plaintiffs need not show any change in circumstances, but need only demonstrate that modification is necessary to achieve the intended purposes of this Final Judgment to restore competition in the monopolized markets. In any action to enforce this Final Judgment, Google must show by a preponderance of the evidence that its actions are in compliance with this Final Judgment.

B. The Court may act *sua sponte* to issue orders or directions for the construction or carrying out of this Final Judgment, for the enforcement of compliance, and for the punishment of any violation.

C. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the U.S. antitrust laws and to restore the competition the Court found was harmed by Google's illegal conduct.

D. For a period of four (4) years following the expiration of this Final Judgment, if any Plaintiff has evidence that Google violated this Final Judgment before it expired, that

Plaintiff may file an action against Google in this Court requesting that the Court order (1) Google to comply with the terms of this Final Judgment for an additional term of at least four (4) years following the filing of the enforcement action; (2) all appropriate contempt remedies; and (3) additional relief needed to ensure Google complies with the terms of this Final Judgment.

E. In connection with a successful effort by any Plaintiff to enforce this Final Judgment against Google, whether litigated or resolved before litigation, Plaintiff may request that the Court order Google to reimburse that Plaintiff for the fees and expenses of its attorneys, as well as all other costs, including experts' fees, incurred in connection with that effort to enforce this Final Judgment, including in the investigation of the potential violation.

XII. EFFECTIVE DATE AND EXPIRATION OF FINAL JUDGMENT

This Final Judgment will take effect thirty (30) days after the date on which it is entered (the "Effective Date"), and Plaintiffs must report the date on which Google has substantially implemented all provisions of this Final Judgment. Unless the Court grants an extension or early termination is granted, this Final Judgment will expire ten (10) years from the Effective Date. This Final Judgment may be terminated upon notice by the United States (after consultation with the Co-Plaintiff States), the Colorado Plaintiff States' enforcement committee, and Google that continuation of this Final Judgment is no longer necessary to restore competition in the monopolized markets. Alternatively, if Google has complied with all terms of this Final Judgment for at least the preceding five (5) years and if Google's Competitors' combined market share in U.S. GSEs, as measured by the six-month moving medians of two industry standards, agreed upon by Google and the Plaintiffs, is greater than 50% (excluding all syndicated queries), Google may petition the Court to terminate this Final Judgment on the grounds that competition

in both relevant markets has increased so substantially that this Final Judgment is no longer needed.

XIII. THIRD-PARTY RIGHTS

Nothing in this Final Judgment is intended to confer upon any other persons any rights or remedies of any nature whatsoever or by reason of this Final Judgment other than the right to submit complaints to the Compliance Officer and the TC.

XIV. FEES AND COSTS

Plaintiffs are prevailing parties in this litigation. Google is ordered to pay Plaintiff United States' costs, the Co-Plaintiff States' reasonable attorneys' fees and costs, and the Colorado Plaintiff States' reasonable attorneys' fees and costs.

Date: _____

_____
Judge Amit Mehta
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, ET AL.,	)	
	)	
Plaintiffs,	)	
	)	CV No. 20-3010
vs.	)	Washington, D.C.
	)	January 17, 2025
GOOGLE LLC,	)	2:00 p.m.
	)	
Defendant.	)	
_____	)	

TRANSCRIPT OF STATUS CONFERENCE PROCEEDINGS
BEFORE THE HONORABLE AMIT P. MEHTA
UNITED STATES DISTRICT JUDGE

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P R O C E E D I N G S

COURTROOM DEPUTY: All rise. The Court is now in session; the Honorable Amit P. Mehta now presiding.

THE COURT: Good afternoon. Please be seated, everyone.

COURTROOM DEPUTY: Your Honor, we're now calling for the record Civil Action 20-3010, United States of America, et al., versus Google LLC.

Representing the plaintiffs is David Dahlquist and Jon Sallet.

Representing the defendant is John Schmidtlein.

THE COURT: All right. Good afternoon, everyone. Glad to see everyone was available to get past the barriers and make it in today.

All right. So we've got a fair amount to cover.

I understand that we can, hopefully, cross one of these off the list. I understand that the disputes with Microsoft may be resolved; is that correct?

MR. SCHMIDTLEIN: Yes, Your Honor.

And I think we can also take off the list disputes with OpenAI. I believe those have been resolved as well; but I'll have counsel confirm that.

THE COURT: That's good, because those two were -- those were the longest of my notes, so that's fantastic.

MS. CHAPMAN: Yes, that's correct, Your Honor,

with respect to Microsoft, unless there's any questions we can answer for you.

THE COURT: No, I'll leave it at resolved.

MS. CHAPMAN: Thank you.

MR. RAMANI: Hi, Your Honor. I'm glad I flew in from San Francisco.

I'm Ashok Ramani for OpenAI. All issues resolved.

THE COURT: Terrific.

I'm sure your presence here is what led to the resolution, so it was not in vain.

All right. Well, terrific. Thank you, all, I appreciate that. That makes life a little easier.

MR. SCHMIDTLEIN: And we can talk about Perplexity. I think we've potentially narrowed some of those issues. As is often the case, the setting of these conferences and the briefing of these issues sometimes brings clarity to various parties' --

THE COURT: Right.

MR. SCHMIDTLEIN: -- negotiating positions in these.

So we appreciate you being available to help with these.

THE COURT: Sure.

All right. Well -- so let's -- I think that then leaves two non-party issues, and why don't we start with

Google and News Corp.

Where do we stand on that in terms of any further discussions or where the conflict still remains?

Sort of counsel for News Corp come on up as well.

MR. McGINNIS: Good afternoon, Your Honor. Matt McGinnis of Ropes & Gray on behalf of Google.

THE COURT: Hi, Mr. McGinnis.

MR. McGINNIS: Nice to see you, Your Honor.

MR. MAIER: Good afternoon, Your Honor.

Eric Maier from Kellogg Hansen on behalf of News Corp.

THE COURT: Mr. Maier, welcome.

MR. McGINNIS: Speaking on behalf of Google, Your Honor, I think as outlined in the Status Report and the attachments to that, we have made a proposal with respect to search terms and custodians, and as of today, we have not received a response from News Corp.

MR. MAIER: And from News Corp's perspective, I think we feel we're very much in the midst of negotiating the scope of the 14 requests that Google has propounded.

We have asked a few questions about some of those particular ones and haven't received answers yet. But the parties have met and conferred once already.

THE COURT: I guess the question is, you know, how far apart are we and by what point in time does

News Corp think it can begin -- I know you've produced 9,000 pages -- or 9,000 pages so far.

There's some disputes about scope in terms of time and otherwise. But it's not clear to me that any custodial searches have begun, and if that's going to be part of this, by when you would expect to be able to start and then complete production.

MR. MAIER: Sure.

Just one quick correction.

News Corp has actually already produced over 9,000 documents --

THE COURT: Documents, okay.

MR. MAIER: -- in this case, so it's quite a substantial production.

We also expect to produce a number of go-gets today, and those are things we've already discussed with Google.

As far as custodial searches go, I think right now where we're at is we don't feel Google has demonstrated the need for custodial searches.

We have not started to collect custodial documents.

We've done some initial testing on what the burden might look like for the custodians that Google has proposed, but, as it stands, we feel like Google's requests for

custodial searches over 15 years of time for three News Corp employees, their Deputy General Counsel, and two senior executives is just massively overbroad and --

THE COURT: Well, what if I were to agree with you -- and I'm not -- maybe this was purposeful, but I mean, 15 years is a long time.

MR. MAIER: Yeah.

THE COURT: But let's say we narrowed that scope to, frankly -- I mean, a lot of this has to do with, you know, agreements with respect to, you know, the sale of intellectual property for purposes of LLMs and the like, and that certainly can't go back 15 years; at most, maybe a couple.

What does that then look like in terms of burden? Do you have any sense?

MR. MAIER: Sure.

I guess, taking a step back for just a moment, I think it's important to understand the context of this subpoena.

We received this subpoena in the middle of December, and the reason Google issued this subpoena is because the Department of Justice listed Mr. d'Halluin, who's News Corp's Deputy General Counsel, as a potential witness.

The primary burden, or one of the primary burdens

associated with custodial searches in this case is that Google is seeking documents related to Mr. d'Halluin's communications, and the vast, vast majority of those documents are going to be privileged.

Now, we've gone through the documents that we think are relevant to the topics that Mr. d'Halluin might testify about as DOJ has disclosed. And we found, you know, nonprivileged go-gets that we're producing this week. But to run a custodial search, especially in light of the terms that Google has, you know, sort of started the negotiation with, would be extraordinarily burdensome.

THE COURT: Can I ask how we ended up with Mr. d'Halluin, is it?

MR. MAIER: Uh-huh.

THE COURT: It's a little unusual, it seems to me, to have an in-house General Counsel come in to testify about these matters. And that does create the complexity that you've identified, fair enough.

On the other hand, as I've said in the past, you know, not every email that comes from an in-house counsel is covered by attorney-client privilege.

You know, I assume that some of the work he's done is in a pure business capacity or close to it. I'd rather avoid having to, you know, splice that atom, but maybe we'll have to do that.

But anyway, I'm just curious how we ended up with him as opposed to somebody else who's not in a legal capacity.

MR. MAIER: Sure.

I just want to make one thing clear because this was stated in Google's Status Report, or a suggestion that we proffered Mr. d'Halluin as a knowledgeable witness for the remedies hearing. And that's not true.

We didn't ask to be -- for Mr. d'Halluin or any News Corp employee to be on the witness list. And if Mr. d'Halluin does testify, it's going to be pursuant to a trial subpoena. So I don't know if that answers your question.

THE COURT: It doesn't really, because it doesn't tell me how exactly he's the one on the list as opposed to somebody who's not going to present some of these privilege issues that you've flagged.

MR. MAIER: Right.

THE COURT: Fairly flagged.

MR. MAIER: Yeah.

After Your Honor's decision came down, I understand that DOJ reached out to News Corp to discuss what remedies might impact publishers. And Mr. d'Halluin attended a meeting and spoke at a meeting where those issues were discussed, and I think that's how he ended up sort of

on the department's radar.

THE COURT: Okay.

Mr. Dahlquist, could I ask you, I mean, how locked in are you on -- two things.

And this is for the benefit of Mr. Maier.

MR. MAIER: Maier.

THE COURT: Maier.

MR. MAIER: That's okay.

THE COURT: I've said in the past that Google, it seems to me, it's fair to request custodial searches, particularly for witnesses who will be testifying at trial.

It doesn't mean it's open season, but, certainly, you know, something more than just a go-get search, I think, is warranted when they're going to be putting somebody up on the witness stand. You know, whether other custodial searches are done, that's a separate question for a moment.

And so I guess, Mr. Dahlquist, in a sense, the plaintiffs have created this vexing situation. And can you help me understand why he's the one that's been selected and whether there's someone else who's an adequate substitute?

MR. DAHLQUIST: Certainly, Your Honor.

Short answer is, no, we're not locked in, and we're happy to talk with News Corp and with Google if there's another one.

We're focused on the facts, the facts that

News Corp has and the facts that they intend to provide to this Court during the remedies hearing.

If there's a better alternative, we're all ears and happy to discuss that.

It's really the information that we're guided towards.

And, again, we're happy to talk further if that would be helpful.

THE COURT: I mean, look, it's not my call who you bring to the witness stand, but you can see that he is giving rise to complexities that another witness may not.

MR. DAHLQUIST: Yes.

THE COURT: So I guess with that sort of pin there for a moment, I mean, where then is News Corp in terms of its willingness to conduct custodial searches?

I think I heard you say that you're still running hit reports and the like.

MR. MAIER: Well, we've done some initial testing on what the burden might look like just given the sort of time frame and the search terms that Google has asked for.

And just to give you a sense of the scope of what we're dealing with, for the two non-attorney custodians that they've proposed, you know, we're talking about 750 gigabytes of materials.

And when we ran a search --

THE COURT: But that's over 15 years, I take it.

MR. MAIER: Yeah, over 15 years.

And when we run the search term "Google," which was initially proposed, they've narrowed them slightly to now just Google within 20 words of search, we get somewhere in the neighborhood of 140,000 documents just from their email, and that's just over the last three years. So you can imagine over the last 15 years, we're talking about hundred of thousands of documents.

So right now, where News Corp is, is we feel that there is a large corpus of documents that are right in line with what Google has requested in its current subpoena that Google has had for years.

Within the 9,000-something documents we produced at the beginning of this case in February of 2021, we ran, for instance, a search for the term "Google Search," which, again, is narrower than what Google has asked for, but it turned up hundreds of documents that seem directly relevant. Those are documents that contain studies of how Google search conduct has impacted publishers, how -- what kind of traffic --

THE COURT: I'm sorry, you did that when?

MR. MAIER: We did that this week.

THE COURT: This week.

MR. MAIER: Yeah.

THE COURT: And does Google know that?

MR. MAIER: No.

But we had hoped that Google would have considered the substantial production prior to issuing the subpoena.

THE COURT: Right.

But just to be clear here, I mean, they've got 9,000 documents, and what you've just told me is that you've run some searches that they're not aware of --

MR. MAIER: Correct, yeah.

THE COURT: -- and that have produced some other relevant material.

MR. MAIER: That's correct.

THE COURT: Okay.

And when are you -- are you -- what you've just described, are you planning to turn that over, and, if so, when?

MR. MAIER: Sorry, the -- the searches that I just described about the hundreds of documents --

THE COURT: Well, not the hundreds -- the hundreds of documents --

MR. MAIER: Yeah, yeah, yeah.

THE COURT: -- not the hundreds of thousands, right.

MR. MAIER: Oh, the hundreds of thousands of documents --

THE COURT: I'm not talking about that.

Just the hundreds.

MR. MAIER: Oh, I'm sorry.

The last thing that I just discussed, that's searches within the documents that Google already has, that we produced to Google and that we've mentioned before --

THE COURT: I see.

MR. MAIER: -- the over 9,000 documents we've already produced.

THE COURT: I see.

These are not -- these are not in addition to the 9,000?

MR. MAIER: Correct.

In addition to the 9,000, we are producing a number of documents, we -- we hope to have that production done today.

And it's other documents like the documents that Google already has; again, you know, submissions to regulators that discuss the kinds of issues that might come up in Mr. d'Halluin's testimony, presentations about those kinds of issues.

And so where we are at is, we think, given the substantial body of documents that Google already possesses that sort of fall in line with what they requested in this current subpoena, and given our additional production to be

made this week, we think it makes sense first for Google to consider those documents, and then we can have a more meaningful discussion about whether custodial searches are necessary.

I mean, to be candid, the burden of searching Mr. d'Halluin's documents is not going to -- is not going to change. But what we think we've done is isolated those documents that News Corp possesses that are on point for what his potential testimony might be and we are producing those to -- to Google. And we're hoping to avoid the burden of, you know -- of a document-by-document privilege review of thousands and thousands of Mr. d'Halluin's documents.

THE COURT: All right.

Well, Mr. McGinnis, can you help me understand and tell me where Google is in its review of the 9,000 documents produced so far and how that is lacking, in your estimation, in terms of the information you need.

I mean, I will make the observation. And I -- and I kind of get where some of this is coming from. But the requests are certainly broad temporally and then some of the text of the requests are incredibly broad. And I know you've sort of snatched some of the description of the testimony from the plaintiffs and plopped it into a document request, but still.

MR. McGINNIS: Yes, Your Honor.

So let me sort of take those points in order.

First off, on -- on the 9,000 documents that News Corp is referring to, let me explain what that is. That is 9,000 documents that were produced in response to a DOJ investigative subpoena before this lawsuit was filed.

The subpoena concerns "ad tech." I have copies of the subpoena if you want to look at it and see. There are three requests. They concern "ad tech" issues.

Are there documents in there that refer to Google Search? Of course. None of those documents were ever used during the liability phase of this case as far as I know. We haven't seen any of them since then.

We have actually done a review for things that are relevant to our subpoena here. They do not contain any custodial ESI for Mr. d'Halluin, who is the designated witness in this case.

So they are there. But that is in no way a substitute, I think, for the custodial ESI that would be relevant for a News Corp witness in this case.

Second point.

I heard some discussion there about whether Mr. d'Halluin is the right News Corps witness or perhaps a business witness.

What I did not hear from News Corp's counsel is

any acknowledgment that any custodial ESI search would be performed regardless of who the witness is.

I think Your Honor has been very clear that if there is a witness that may be -- testify at this case at the trial in April, that we are entitled to custodial ESI.

We've been very clear, we are willing to work with News Corp on the scope of the search. We have proposed search terms.

To be very clear, I am not interested in 15 years of emails. We are not seeking 15 years of emails. That was not our intent at all with respect to custodial ESI, and we are absolutely willing to work with them to negotiate that to a reasonable scope.

What we asked for two weeks ago today was if our search terms were burdensome, please provide hit reports and a counterproposal. Today before Your Honor was the first time I heard anything that sort of began to sound like a hit report.

If there are terms that are overbroad, we are happy to work with them to narrow those down. I have -- given the short time frame of this case, I frankly have no interest in getting a lot of irrelevant stuff. What we want is the targeted information.

THE COURT: So let me ask this, and I think this is sort of a three-party issue.

I mean, Mr. Dahlquist, if the plaintiffs are going to assess or reassess, I should say, whether Mr. d'Halluin is the right witness, how quickly are you able to do that?

Because I don't want to be in a position three or four weeks from now where Google says, look, they just changed the witness and now we need to subpoena ESI for that person.

So if you're prepared to reconsider or reassess, that needs to happen quickly.

MR. DAHLQUIST: Understood, Your Honor.

I will get with the team and figure out the review of those documents.

We can review those documents quickly and see if there are other custodians or other witnesses other -- that's not a lawyer and see if that's appropriate --

THE COURT: When you say -- the 9,000?

Or what documents are you referring to that you need to review?

MR. DAHLQUIST: The core source of the information that has been produced.

I guess the information that we already have and perhaps whatever might be forthcoming.

But we can review that quickly in order to reassess this and discuss with News Corp at the same time.

I'd say if we could have two weeks, perhaps,

Your Honor, that might -- that might be sufficient.

THE COURT: Yeah, that's -- I mean, sufficient for you but that's too long.

Look, I think this is not hard, folks.

I mean, you all ought to be able to go out in the hallway and figure out in short order -- I'm not suggesting that literally, but it shouldn't take too long of a conversation for News Corp to identify a person who is not an in-house counsel who can touch on all of the subjects that you want to have a conversation about. It shouldn't be that hard.

MR. DAHLQUIST: Understood, Your Honor.

THE COURT: And so that takes care of one issue in terms of ESI.

And then, you know, Google has said it should and will -- and you all need to come to some agreement on this and narrow the scope of these terms, narrow the scope certainly temporally, I'm not sure why it was ever 15 years, and figure out what kind of burden this is going to place on News Corps.

You know, I don't know who all these folks are. But, you know, if we don't need something from the Deputy General Counsel, it certainly seems to me that the chief strategy officer or the person who is, you know, the senior VP for global partnerships ought to have the kind of

knowledge that you're talking about for what's likely to be, you know, 60 to 90 minutes of testimony.

So, you know, let's think about this proportionally and not waste any more time on it than we have to, I think.

MR. DAHLQUIST: Understood, Your Honor.

With your instruction to move quickly, if we can have till next week, we can get back to Google.

THE COURT: You have till next Wednesday, recognizing that Monday is a holiday and the like. So let Google know by Wednesday who that witness is going to be.

You will then have the name. And then I will leave it to you all to continue your negotiations about narrowing the terms of the scope and -- both strings and temporally to try and get this down to a manageable number.

I mean, I will say to you, Mr. Maier, that, you know, whoever that witness is, I have said before and will say again, I'm going to allow some amount of custodial ESI. I'm not going to put a number on what that looks like, but I have said in the past and will say again, it's appropriate that some search is done. So that's where we are, it seems to me.

MR. MAIER: Okay. Understood, Your Honor.

THE COURT: Okay? Everybody on the same page about this?

MR. McGINNIS: We are, Your Honor.

Could I ask if it would be appropriate to have a date by which we provide a status update so that we can hopefully move this to resolution?

THE COURT: I mean, if you get a name by Wednesday, by Friday of next week. Does that work?

MR. DAHLQUIST: Thank you, Your Honor.

THE COURT: All right.

If you would submit something by Friday of next week, then we'll see where we are.

MR. McGINNIS: Thank you.

MR. DAHLQUIST: Thank you.

THE COURT: Okay. Great.

All right. So that takes care of the News Corp issue, and that leaves us then with Google and Perplexity before we get to Apple.

So, Mr. Schmidtlein, you suggested that things may have moved forward on this topic, and, if so, what's the -- what remains to be resolved?

MR. SCHMIDTLEIN: My colleague, Chris Yeager, is going to address the Perplexity issue.

THE COURT: Mr. Yeager.

MR. YEAGER: Thank you, Your Honor.

So by way of update, since the parties have submitted their statements, they have continued to confer.

Your Honor may have seen in Perplexity's submission a representation that Google Search strings garnered something like 73,000 hits.

We have pressure tested that with Perplexity, and we understand that when you remove duplicates, that number drops by 20,000 or so into 50,000.

I have an outstanding proposal to Perplexity on how the parties might continue to move things forward, and I want to -- I want to address that with Your Honor. But before I get there, I want to touch, if I might, on the custodian issue.

So as Your Honor probably appreciates from the briefing, there's actually not a dispute about the number of custodians; both Google and Perplexity agree that the right number is three. The only question is whether or not one of those three should be Perplexity's CEO, Mr. Aravind Srinivas, and Google submits that he should be a custodian.

It's quite easy to find public statements that he's made about Google, about how he intends to compete against Google, about the direction he wants to take his company, the way that he -- he sees them as planning to attack Google's core business model. He's -- he's -- really seems like the man for the job.

THE COURT: Has there been a witness identified who is likely to testify from Perplexity so far?

MR. YEAGER: There -- there has been, Your Honor.

He is one of the -- I'll call them the uncontested custodians. That's Mr. Dmitry Shevelenko.

THE COURT: Okay.

MR. YEAGER: Mr. Shevelenko met with the plaintiffs, as did Mr. Srinivas. Mr. Srinivas spoke with them too.

And so we think that in that respect, they bear some resemblance to one another. And that's part of the calculus that leads us to think Mr. Srinivas would be right to include among the three.

THE COURT: Okay.

Let me ask counsel for Perplexity whether you've had the opportunity to consider the counterproposal and what your current thinking on that is, if you have?

MR. FLOOD: Thank you, Your Honor.

We have been thinking about the counterproposal.

In addition to, you know, the ongoing dispute about the custodians, Google has offered to -- what we were concerned with is defining the custodial universe and defining a hit-count universe to facilitate our conversations and be on the same page.

They've come down to a request that search terms yield approximately 20,000 unique hits. That is certainly moving in the right direction and -- and we welcome that

change, but it doesn't change the fact that we still have a fundamental disagreement about whether Perplexity's CEO is an appropriate custodian --

THE COURT: I'm sorry, so 20,000 is of the three custodians that you have identified, minus the CEO; is that correct?

MR. FLOOD: That's correct.

THE COURT: All right.

And have you done an internal review of what the CEO's hit count would look like?

MR. FLOOD: We have not looked at -- we have not collected his email yet.

MR. MAIER: Your Honor, if I might, I alluded to a potential compromise that we made to Perplexity earlier. That's, I believe, what Mr. Flood is touching on. We have corresponded with that, but we don't have his client's position on that.

I think what I would submit to Your Honor would be the most efficient way forward is if we could have a couple more business hours to figure out if our proposal is okay with his client, with an understanding that the companies would then jointly submit by Tuesday at noon Eastern an update to let Your Honor know whether or not they have closed out the issue or whether we genuinely require judicial resolution.

That issue does not implicate the custodian question of whether or not the CEO is appropriate. That, I think, is a joint issue.

But I would submit that when it comes to hit count and burden and the like, you give us just a couple more hours to see if we can work something up and then update Your Honor Tuesday midday Eastern.

THE COURT: Okay.

Look, I will just say the following, which is, what my number one priority here is is to get Google the information it needs and do so quickly. That does not mean that the information necessarily needs to come from the CEO. I understand he's made public statements, but if there is someone else -- put it differently.

If you have reason to suspect that the CEO might have something unique, then okay. But if, among the other three custodians, you can be satisfied that the information you are seeking is going to be among those three custodians, that ought to do the trick, because unless the CEO is not communicating with one of these three folks about something of material significance, it seems to me that the information you need is likely to be contained in what you're going to get.

MR. YEAGER: Understood, Your Honor.

The present dispute regarding the CEO is a choice

between a CEO or the chief technology officer, who, I would submit, likely has a narrower remit that implicates less Perplexity's competitive position and the like.

And so given that we are not sort of disputing burden or a number of custodians as between those custodians, it seems to us that the more sensible selection would be Mr. Srinivas.

THE COURT: Okay.

MR. FLOOD: Your Honor, if I may, I know we pointed this out in the briefing, but I think of the three RFPs that seek ESI collections here, they relate fundamentally to business partnerships and distributions to technology access points and to the company's AI strategy.

And the three custodians we're offering here are: Chief Business Officer, who would be in charge of business relationships; the Chief Technology Officer, who would probably have the most vision into access points; and the Chief Strategy Officer.

So I find it unlikely to think that those three do not cover the subject matter that Google is interested in in this request.

THE COURT: So I guess what I would say to you, Mr. Flood, is as follows, which is, if you can, through whatever due diligence that you need to perform, you know, convince Mr. Yeager that he will get the information he

needs, minus the CEO search, I'll hear that out.

And, again, my interest here is information and not necessarily the source of it. Unless, unless, of course, the CEO is going to be called to testify. That's a different ballgame.

So let's see what we can get done between now and whenever you want to submit the Joint Status Report on Tuesday and we'll see where we are. And if there's still a dispute, we can get together Tuesday afternoon remotely and get it hashed out and move forward, okay?

MR. YEAGER: Thank you, Your Honor.

THE COURT: All right. Thank you.

MR. FLOOD: Thank you, Your Honor.

THE COURT: Thank you, Mr. Flood.

All right. So I think, other than the parties, that takes care of all of the discovery issues, correct?

All right. Good. Let's talk about intervention, every judge's favorite topic.

All right. Let me -- all right. Let me go at it this way.

I'm going to ask counsel from Apple to have a seat for a moment, because I want to ask some sort of factual questions before we move forward.

And this is both directed to plaintiffs and Google.

The first is whether you are presently intending to call one or more witnesses from Apple in your case-in-chief. That's one.

Two, I'd like to understand how you believe your preparation for trial would be impacted if Apple were to be permitted to intervene. So why don't we start there.

MR. DAHLQUIST: Thank you, Your Honor. David Dahlquist on behalf of the United States.

Your Honor, to your two questions, first, no, an Apple witness is not presently on plaintiffs' witness list, is on defendant's, one witness, Mr. Cue, who also testified during liability, also submitted a declaration in support of the motion to intervene but he's on their list.

THE COURT: Mr. Cue himself is on the list?

MR. DAHLQUIST: Correct.

THE COURT: Okay.

MR. DAHLQUIST: Second, how will we be impacted? Potentially significantly, Your Honor.

And I think this goes to -- obviously in our papers, I'd love to address the timeliness and with regard to the adequacy of representation, but I think this goes to the element of prejudice, which goes to us at Apple coming in at this very late hour as to where we are.

But, first of all, we are seriously concerned that Google's presence here is to re-argue liability, to come

forward and restate it.

They've said they want to call -- they claim narrow but they want to call three witnesses. We don't know. We assume one's Mr. Cue. We don't know who the rest are. We don't if it's a fact witness or an expert witness.

They also state that they intend to participate in other proceedings, this is at page 6 of their reply, participate in other aspects of the proceeding, without any further explanation.

There are significant open questions:

Do they get to cross witnesses?

Do they get to show up at depositions?

Do they file motions in limine?

THE COURT: These are questions I have for Apple's counsel that I'd like to -- for them to address when --

MR. DAHLQUIST: We have all those same concerns.

And we think that potentially concerns the delay of this proceeding with, I know we'll get there in a little while, Google themselves asking for ten days of their case alone, even putting aside the Apple motion to intervene. So that's first.

We're worried about a re-argument of liability issues that have already been discussed.

We're worried about a delay of the proceeding itself and the mechanics of how that might work.

We're worried, with respect to prejudice, Your Honor, if we're including Apple as a defendant now or Apple as a party now, that is a very different posture than when they should have come in in an intervention in October of 2020 when we filed this complaint.

We addressed some of this in our papers. Google -- or, I mean, Apple responded on Wednesday night saying that, we have these threats. They're not threats, Your Honor.

If Apple had been in this case as an intervening party at day one, the United States, and plaintiffs perhaps, would have certainly looked at liability in this case: Would we have pursued a liability finding against Apple?

Second, what other evidence would we have procured from them? What else would we have gone forward with?

And the question that I think is significantly before this Court: Would Apple be bound by this Court's ultimate remedy?

We believe that those things are correctly in -- could be in front of this Court under Rule 15, which we identify. We could even do that post Your Honor's decision because it's prejudgment.

But if those questions had been posed back in 2020, we may be in a very different case than we tried before Your Honor for those ten weeks. So just as to that

fact alone.

My final point would be, I'll take Apple's words, the floodgates argument, which is real.

We've been contacted by multiple other third parties already that are waiting to see what happens with this motion and have -- are waiting at the precipice to file their own motions. Now those -- maybe they will, maybe they won't, but we've already been contacted by third parties.

We're very worried that this is not just one --

THE COURT: Can you tell how many?

MR. DAHLQUIST: Two, Your Honor. At present, two.

So for those reasons, we are concerned about the prejudice, we're concerned that that puts the whole schedule at risk that we have before Your Honor right now.

I'm happy to answer more.

THE COURT: I'll just make the following observation for Apple's benefit, which is, I understand the response to why Apple believes it is differently situated than anyone else. Yes, it's true Apple's name appears in both parties' proposed final judgment, but that's not the test.

The question is one of interest. And it doesn't seem to me that your interest, Apple, is any -- is really dissimilar than all the other contracting parties that Google has, because, certainly, the government is making

requests to limit their ability to contract in the future in certain ways with those counterparties too.

So while their names may not appear specifically in these proposed final judgments, certainly, the same rationale that Apple has put forward, it seems to me, if it applies to Apple, should apply to others as well, and my real concern here is opening up the floodgates.

We are not in a position to have, you know, two, three, four, five intervenors coming in at this point when there are other ways potentially for those intervenors to present their factual record that they'd like me to consider. So I will just say that while we're on the topic of floodgates.

MR. DAHLQUIST: If I could parlay onto that last point, Your Honor: That's where Google can do this on their own.

They already have one witness, Apple witness on their list. They could add more, they certainly could.

They currently have 16 of their own employees, more than we're able to depose, so they already have more than those. They can certainly share a few of those spots with their primary contract partner here; they can present that testimony.

But we are worried -- to return to where I started with, we are worried that this is an end run around trying

to do a do-over on liability, and that really certainly goes more towards the adequacy-of-representation point, which I'm happy to go into right now but I wanted to answer Your Honor's questions.

THE COURT: Yeah, let's put a pin on that for a moment.

Mr. Sallet.

MR. SALLET: Your Honor, just briefly.

Your point about interest, Apple's name appears, but Apple is not unique.

Your Honor is exactly right. We believe, and we have submitted papers to this effect, that Apple does not have a legally protected interest.

THE COURT: Right.

MR. SALLET: But if the possibility of a future contract Apple comes in and says it has an interest in part because it wishes to negotiate contracts with Google in a "host of domains," if that provides a basis for intervention, then we have all of the contracting parties.

And, Your Honor, they were all witnesses at the liability stage, we know who they are, we have the prospects of companies that would like to have contracts.

Google says AI is an area in which it has a protected -- Apple says AI is an area in which it has a protected interest that justifies intervention.

AI, there's lots of AI players.

So we believe Apple does not have a legally protected interest, but we absolutely agree that if it does, Apple is not unique in that sense.

In two specific ways -- and this mirrors our view about why Apple does not have a legal -- protected legal interest, we think the case would become very difficult to manage if Apple came in.

First of all, Apple says it wants to comply, it will comply -- it's not attempting to revisit the liability decision. But on page 18 of its reply it says, "Although Apple seeks to defend the existing ISA."

Now, we think there's no legally protected interest in trying to re-litigate that which has been decided earlier in a case.

But if that intervention is allowed, then Apple coming in to defend the existing ISA opens the door to virtually -- well, much, much testimony and the facts on the Apple agreement that were heard in the liability phase.

Secondly, as I've mentioned before, Apple says that in addition, it has the legal interest in future contracts in a host of domains, including general search AI and other areas.

Now, this is not a legal interest because it's hopelessly conjectural. And it's -- in fact, we don't even

know all the areas. It says, "other related areas." But it does focus on one. It focuses on revenue sharing, not the default, but other forms of revenue sharing.

But here, Apple runs right into Google. What Google has said, this is in its findings of fact, paragraph 796, "There's no precedent in the search" engine -- "search industry for an unconditional revenue share agreement, meaning one where revenue share is provided regardless of a promotion."

Paragraph 799, "An unconditional revenue share is at odds with basic economics."

802, "An unconditional revenue share arrangement would be irrational for Google."

We have Apple coming in and saying it's got an interest in some future contract that Google says it doesn't want to enter into. That's hopelessly conjectural.

If we allowed any party to imagine any contract it wants without regard to the feasibility that it might actually get that contract, then again, we would be opening ourselves up to a host of issues and hypotheticals.

THE COURT: Well, look, I -- this is a question I have for Google, which is, I read their requests for remedies to, in fact, give them the option to continue to have revenue share contracts with Apple and others, and that the -- at least with respect to browsers, Google has

proposed that there be two limitations; one is that they would have an annual right of change, and two is that it wouldn't be exclusive in the sense that --

MR. SALLET: Yes.

THE COURT: -- Apple and Mozilla, for example, would be free to promote other search engines.

So I guess maybe this is to your -- inures to your point, which is that Google is not running away from the idea that they think they should still be able to pay revenue share.

MR. SALLET: Correct.

And that, of course, goes to a point that we raised in our joint submission: Google adequately protects the interest and having a mechanism of revenue flow to Apple and to other organizations.

We may disagree with Google's proposed remedies, but that Google is in court taking that position protects the interests of Apple and the others.

THE COURT: So let me ask you while you're here, Mr. Dahlquist, while the plaintiffs are up, look, what you all have proposed in your final judgment as to Apple and that Apple is all -- is worked up about, is that, "Google will be prohibited from entering into any contract for anything of value that in any way creates any economic disincentive for Apple to compete."

Those are the terms of the final judgment.

Can you tell me what that means?

MR. DAHLQUIST: Your Honor --

THE COURT: In other words, can you tell Google and Apple what that means?

MR. DAHLQUIST: Certainly, Your Honor.

MR. SCHMIDTLEIN: That's one of the 30(b)(6) questions, Your Honor.

MR. DAHLQUIST: I'm sure we're going to get there.

THE COURT: We'll get there.

MR. DAHLQUIST: Your Honor, as you heard at trial, those payments have frozen this ecosystem. They have prevented competition from occurring across a variety of landscapes.

That provision is attempting, should Your Honor agree with it, to stop those payments from going from Google to Apple for a period of time, we propose ten years, Google wants far less, in order to allow competition to take foot; in order to allow other competitors to have the opportunity to negotiate and contract with Apple.

THE COURT: Because the way Apple reads it is that essentially Google can no longer contract it -- with it for anything of value; in other words, even if Google came in and said, hey, Apple, you know, we'll pay you, you know, a cent for every search which amounts to half a billion

dollars, you know, that is certainly not going to be the kind of incentive that keeps Apple on the sidelines.

And to be clear here, I want to just be clear about what the -- what my finding was, which is that -- and, you know, the plaintiffs had essentially set this up as the sole reason or the primary reason that Apple was staying on the sidelines is because of this revenue share payment; and my finding was, look, it's a little bit more complicated than that. I heard what Mr. Cue had to say, I heard what Mr. Giannandrea had to say, and I credited both of their testimonies that, look, Apple has other priorities.

That said, I think the standard was such that the question was, is there some significant -- I can't remember what the exact phraseology is, but it doesn't have to be the sole reason but it has to be a significant one, and I certainly thought $20 billion was a significant reason.

MR. DAHLQUIST: Yeah.

THE COURT: So, you know -- which is why I'm raising this question of what does this mean and is it your intention that there would be no type of a contract between Google and Apple in which there would be anything exchanged of value from Google to Apple?

MR. DAHLQUIST: I think in short, yes, Your Honor.

They can have a contract, they can have terms, conditions, they can have those, but as far as the exchange

of money, which is of value -- and that's the primary focus of it.

But we are worried -- as you've seen, Your Honor, there's other parts that go to the anti-circumvention piece. We are worried about money being exchanged through other means, or -- or something of value, which is where the derivation of that term came from, being exchanged through other means.

THE COURT: All right.

I mean, I -- if it had stopped at "anything of value," I would have understood.

But then it modified "value" with "that in any way creates an economic disincentive."

And so that's what created some ambiguity in my mind as to what -- whether there was a line-drawing exercise that I and others would need to engage in if those were the final terms of the agreement -- of the judgment, excuse me.

MR. DAHLQUIST: I think, Your Honor, it's attempting to be broad, attempting to cover things that we can't foresee, that we can't predict into the future.

All of -- this remedy as well as all remedies are forward looking, and I really think it goes really towards the anti-circumvention piece. So we are worried about them trying to find a way around it, and that's a grave concern.

THE COURT: Okay.

MR. SALLET: Your Honor, if I might just add one word and then just finish an earlier...

Yes, the goal is to set a circumstance -- a set of circumstances through which and during which competition can be restored, and that requires lowering barriers to entry, including those that could be created by payments.

Now, Your Honor, on the question of what the impact of Apple would be, Mr. Dahlquist noted some of them. But let me just say, we don't know whether Apple intends to question -- presumably, it does direct on its own witnesses, we assume. But is it crossing other witnesses? Is it doing direct alongside Google of Google's own witnesses? We don't know.

We don't know whether, once we see the witnesses from Apple, we would need other Apple depositions or other document requests in order to understand the context in which those witnesses would testify.

We don't know whether Apple intends to offer its own remedies. We can't tell from the papers what Apple wants.

THE COURT: These are questions I have --

MR. SALLET: But -- and then perhaps --

THE COURT: -- so we will get the answers to that shortly.

But, yes, I have those same questions.

MR. SALLET: Then, Your Honor, perhaps I should sit down and let you proceed to your questions.

THE COURT: That's all right. We'll get -- we'll get there.

MR. SALLET: But all I am saying is there's a host of practical concerns about the management of the trial and our ability to keep on this very important but very short schedule that we believe would be adversely implicated by Apple's presence as an intervenor.

THE COURT: Okay. Thank you, Mr. Sallet.

All right, Mr. Schmidtlein, let me just reiterate what my two questions were.

One is whether you have an Apple witness on your witness list, that may have been answered.

And then two is, if Apple were permitted to intervene, how, if at all, do you think that would impact your preparation for trial?

MR. SCHMIDTLEIN: Your Honor, as you've heard, it is correct, we have Mr. Cue on our list right now.

I don't know exactly what Apple has in mind in terms of the scope of their participation. I read too that, you know, two or three witnesses. If that's what they're talking about, I don't know that that's going to move the ball. This may pertain to the question that we're hopefully going to talk about later, which is what is a realistic

length of the proceeding and what you're envisioning here, given the scope of what's at issue.

You know, this -- we've heard them talk about this provision that targets Apple specifically and this notion that Google can't provide anything of value to Apple and the Court's observation about the derivation of that provision, I expect.

The one thing I guess I could ask the Court to consider is, on the day -- if the day ever comes that Microsoft or some other provider does a default search engine deal with Apple, and under their provision anybody else could, anybody else could pay, and you saw the testimony and the documents and the amount of money that Microsoft offered for that deal, and Mr. Cue explained to you why they didn't take the deal from Microsoft, does that deal disincentivize Apple to enter the search market?

Microsoft's money is just as green as Google's money. And so that provision, to my mind, is among the many that make zero economic sense in the proposed final judgment, and it is among the many provisions we want to ask about in the 30(b)(6) deposition.

THE COURT: While you're -- hang on, Mr. Schmidtlein, before you sit down.

Do I have your -- it is my understanding of your proposal with respect to Apple and other browser --

browser -- one other -- maybe I guess there's a couple other, but with browser providers, that it is, one, that you would be permitted to continue to compete for a default and pay for a default; two, that the only restriction on that would be, one, that the browser could change that, it wouldn't be locked in for three, four, five years, it would be a one-year opt-out; and, two, that it wouldn't be exclusive; in other words, that same browser in theory could run promotions for other general search engines.

Is that what you are ultimately seeking?

MR. SCHMIDTLEIN: I think it's actually that and more, Your Honor, if I can address very briefly.

We tried to address the particular issues to the extent we could divine them from Professor Whinston and the government in the case, the length of the agreement, because, as Your Honor I'm sure now knows from reading the law, exclusive agreements that are a year or less are essentially per se lawful even if they're exclusive.

What we have proposed is basically making the deal contestable every year. So you could enter into a multi-year deal where the -- the terms would be locked from Google's perspective, but the browser provider could opt out.

THE COURT: Right.

MR. SCHMIDTLEIN: Two, in terms of promotion, you're absolutely right, our agreements didn't -- didn't block that anyway. And Your Honor heard lots of testimony about the other promotional opportunities that browsers had and took advantage of.

But, three, we also addressed the exclusivity finding. They can set a different default for computers, iPads. I'm using Apple as an example.

THE COURT: Right, for private-browsing mode.

MR. SCHMIDTLEIN: Yeah, for private-browsing mode.

All of those components that we disagreed with vehemently, but the components that we understood caused the finding of "exclusivity."

So, yes, we can still compete, and we can compete by offering revenue share. That is one of the terms of competition.

But it's not a, we want to be the default on all of these different points. We will make it non-exclusive and give the browser provider the control and the ability to make those selections.

I hope that's responsive to your question.

THE COURT: It is.

And so then the really hard question for you is, do you think that interest -- let me back up.

I think that's Apple's interest, and do you think

Google can adequately defend it?

MR. SCHMIDTLEIN: I'm always going to say that I'm confident in Google and our ability to defend as we have tried -- as you know, we have vehemently defended that agreement from the very, very beginning of this case, and we will continue to defend the legality of that agreement through the remedies phase and on appeal in this matter.

THE COURT: Okay.

All right. Let me turn to counsel for Apple who's been waiting patiently.

And why don't you come on up and just state your names for the record.

MS. RAY: Thank you, Your Honor. Good afternoon.

THE COURT: Good afternoon.

MS. RAY: I'm Sara Ray with Latham & Watkins. With me is Greg Garre, my colleague, and we are here on behalf of Apple.

We first want to --

THE COURT: Go ahead.

MS. RAY: I just want to thank you for turning to this motion so quickly. Obviously this is very important to our client and so we appreciate the Court's rapid attention.

We did anticipate that you would have questions about both the how and the why. And we've heard a lot about both of those, and so I just wanted to let you know our

order of operations.

Mr. Garre is here to argue the motion and the legal bases and the why as we're talking about Apple's interest and things like that.

But I'm more than happy to talk to you about the how, about what we anticipate it would look like going forward and how we do not think it would interrupt or disrupt the Court's schedule.

THE COURT: So let's start there.

MS. RAY: Okay.

THE COURT: Would you sort of color in between the lines for me what you are requesting in terms of the following:

Discovery has not concluded. Would you be wishing to -- are you asking to participate in fact, expert discovery, or both? That would be one place to start.

Two, what is it that you're asking to do at trial? I mean, I know your papers said three Apple witnesses, cross-examine some folks, but that's a little vague.

Three, would it be your intention to propose a different final judgment?

And, four, I assume the following, is that you would be retaining any right to appeal any disagreement that you had with the final judgment that adversely affects

Apple.

But if you could answer those four questions, that may help fill in some of the questions that the parties have and that I have.

MS. RAY: Absolutely.

Taking discovery first, Your Honor, we are in receipt of a set of RFPs from DOJ. We are producing documents in response to those. We're negotiating those. And we are also undertaking some limited custodial review in conjunction with those as well.

We're really intervening because we think Apple has information that is going to be of service to the Court in reaching a proper remedy. So we're not seeking to go on a fishing expedition and serve a bunch of discovery.

I think if we were allowed to intervene, I think it's likely we'd not serve any additional discovery requests.

THE COURT: And you'll forgive me.

I'm not -- I really need a firm answer in the sense of, it says "opposed to likely." I need to know whether you are going to issue written discovery requests.

Say I grant your intervention motion next week. Are you going to issue written discovery requests? Are you going to ask to participate in depositions? Are you going to call your own expert?

MS. RAY: Yeah, so let me take those in terms of written discovery.

No, Your Honor, we would not be issuing written discovery requests.

We would seek to attend depositions going forward and potentially ask limited questions at the end of the depositions; again, specific uniquely to Apple's interests and on a going-forward basis.

We would consider a single expert, again, limited cabin very specifically to Apple's economic interests.

If we did, in fact, submit an expert report and seek to bring an expert to trial, that would be one of the three witnesses that Apple would propose to bring to trial.

And let me be really --

THE COURT: So is it Mr. Cue plus three or --

MS. RAY: Mr. Cue plus two.

THE COURT: Okay.

MS. RAY: And let me be really clear about what we would anticipate needing at trial.

We anticipate three witnesses. We think we could do direct testimony for those three witnesses in seven hours.

We think we would also need --

THE COURT: Including an expert?

MS. RAY: Including an expert.

We think we would also need about four hours of a cross-examination time, again, only certain witnesses when Apple's interests have been implicated. We really think this would be a couple of additional days on the schedule.

And given the prejudice that we believe our client would face and the need that the Court has for the information that is uniquely in Apple's possession, we think that that is a pretty good balance, Your Honor.

THE COURT: So what about the last two things, would it be the case that you would ask to submit your own final judgment?

MS. RAY: So we would be definitely interested in proposing a remedy that would work, again, not -- we're not interested in weighing in on the entire breadth of the proposed final judgments that we've seen. But, again, with respect to Apple's interests, yes, we would be willing to and interested in proposing a solution that we think would be appropriate with your Court's merits findings.

We're not seeking to re-litigate the merits case. As Mr. Garre will tell you more. It really is about providing the information that we think you need that we think we uniquely have.

I will point out that in the proposed final judgment that you've read, the provision that we are very

concerned about, plaintiffs' opposition did not mention that, acknowledge it. And they also, you know, when they filed that, they then immediately filed a witness list that did not include an Apple witness. So the proposed final judgment targets Apple and then does not provide for any testimony from anyone at Apple.

We're grateful to have Mr. Cue on Google's witness list. There's no guarantee that they will call him to trial. They have to go from 24 to 12. And even if they do, they will be, you know, in charge of his testimony; we would like to be able to present to you the testimony that he needs to bring here.

THE COURT: So let me ask you two questions.

One is -- and, Mr. Garre, you can chime in whenever the baton is passed to you.

It isn't clear to me what unique testimony Mr. Cue is going to come forward with that I haven't already heard.

The affidavit that he submitted tracked perfectly with what I heard during the liability phase, which was, Apple has built a search capacity but doesn't want to enter the search market.

Apple would like to focus its interest elsewhere. Apple would rather partner with a general search engine than not. Apple thinks Google is the best search engine and it has benefited from it, its customers have benefited from it.

We both heard from Mr. Cue and Mr. Giannandrea say that over the course of two days at least.

So it's not clear to me what unique testimony and evidence that Apple wishes it needs to present to me that I'm not going -- haven't already heard and am not likely to hear when Mr. Cue takes the stand, as I'm sure he will, for however long Google wishes to examine him.

MS. RAY: I think the main thing, Your Honor, is, we're in a different time, and there is different circumstances in the market today than there were for the -- for what the Court was evaluating in reaching its conclusions over the course of the last 15 years.

And I think you will hear from our witnesses that, going forward from 2025, that there is nothing that this Court could order that would cause Apple to enter into search, and there are reasons for that today that did not exist and that are, in our view, dispositive.

THE COURT: But if that's what you want to tell me, it's now on the record, and Mr. Cue can tell me the same thing.

Look, I want to be clear. I have no dog in the fight whether Apple gets into the action or not. That's up to Apple, right? And the only question before me is whether the arrangement with Google was one that I thought, you know, created antitrust, anti-competitive problems.

I found that it did.

Whatever remedy is issued and whether Apple gets off the sideline or not, I don't really care. That's not my objective. My objective is not to get Apple off the sideline. It may be the plaintiffs', but it's not mine.

So I'm still struggling to understand what I'm going to hear from Mr. Cue that is -- or all three of your witnesses that is really going to advance the ball in a way that I'm not already going to hear from Google, because what I'm going to hear from Google, as you heard from Mr. Schmidtlein, is that, we want things to not be too different than the way they are now. We want to tweak things in a few ways, no longer exclusivity, no longer -- you know, no longer a tie-up for three to five plus years, as the current -- I think the current ISA is -- whatever it is, but five years. So some of those tweaks are on the edges.

And it just seems to me that that is exactly what Apple would like -- where Apple would like for me to land. You can still get revenue share, you can still choose Google, you can still put Google in a default position, and you can do so every single year that your opt-out comes up, and you can figure out ways to promote other search engines to benefit Apple.

So if that's what they want, what are you going to

tell me that's unique to advance that, what I see as the same exact interest?

MS. RAY: Okay.

I would love for Mr. Garre to address the interests that Apple has, because we do believe there's a divergence of interests, especially -- and we think the law supports that the divergence here is sufficient for intervention. So can I pass it over?

THE COURT: Mr. Garre.

MR. GARRE: Thank you, Your Honor.

Maybe I can talk a little bit about the uniqueness of Apple's interests and how it diverges with Google's interests and how Google is no longer in a position to adequately protect it.

I mean, first on the uniqueness of interest, I think there are three things and they've been alluded to before.

One, Apple is obviously the only non-party singled out by name and targeted in the plaintiffs' proposed final judgment.

Two, the term that we've mentioned that you had a colloquy with the government on is of extraordinarily broad breadth with respect to Apple, its contractural interests and existing contracts, including the ISA, and its contractual interests in future conceivable contracts,

anything of commercial value, extending out for ten years.

I mean, that term in itself is extraordinary. Plaintiffs put that in their own proposed final judgment and yet they didn't even put an Apple witness on their list and now they're saying Apple shouldn't be able to intervene.

And, third, as my colleague alluded to, this Court's liability decisions and the remedy decision as well presumably will depend, in not insignificant part, on assumptions about Apple's own behavior with respect to how the remedy would affect its incentives to enter the search market or not into the future. Only Apple is in a position to ensure that the record is complete on that.

And, as my colleague mentioned, I mean, our interests in intervening is not only in just protecting our existing and future contractual interests and property rights, but is ensuring this Court has a complete record to issue a remedy decision that could affect the search market for decades to come.

THE COURT: So, Mr. Garre, I mean, if that is the -- if that is the primary, if not ultimate, objective, then why is it not sufficient to have Mr. Cue come in and testify, Google will call him, and there are ways you can present evidence to me without becoming a party. I could invite declarations. I could invite an expert report. I mean, you know, I can do -- I have a lot of flexibility

here.

And it's not clear to me full-party status is necessary to accomplish what you want to, especially when I'm not quite hearing how Apple's interests here diverge from Google's other than Google's got a few more things they have to worry about than Apple.

MR. GARRE: Right.

So, I mean, I appreciate that, Your Honor.

I mean, of course, first, to state the obvious, we don't know how the proceeding is going to unfold.

I mean, Your Honor asked the government today about the provision affecting Apple in particular, and they stood by that completely, but that is something that presumably will be subject to further testing.

We don't know how testimony is going to unfold. Our ability to participate on a limited basis as a party to cross-examine witnesses to supplement the record; where feasible, to add witnesses, potentially an expert would undoubtedly fulfill -- complete the record before this Court in ways that Mr. Cue's testimony would not alone.

I mean, with respect to the adequacy of Google to represent Apple's interests at this stage, first of all, there is the important issue of prioritizing arguments in interest.

But even with respect to the contractual

interests, they diverge. I mean, there is an aspect of the ISA which involves default status, which is of interest to Google and their aspect of the ISA, which involves revenue share, which is of interest uniquely to Apple.

And, of course, to the extent that the parties' interests are -- overlap, that in itself is not a basis to deny intervention.

And, you know, for commercial and economic reasons, it's understandable that Google would not have the same interest as Apple in protecting its contractual rights for anything of commercial value into ten years.

THE COURT: So can I ask you how, if you have thought about this, how you would propose the final judgment look as to Apple, how would it differ from Google's proposal?

MR. GARRE: Well, I think -- I don't know that -- I mean, Apple is not in a position today to say exactly what that final judgment would say.

I mean, our proposal would be with respect to only the extent of the remedy, how it would affect Apple. It would depend on testimony and evidence at the hearing, Your Honor.

THE COURT: Right.

The reason I ask the question, Mr. Garre, and you'll appreciate this is, I think, is that, I'm supposed to

determine whether Google can adequately represent your interests.

If Apple would be satisfied with a remedy, final remedy that aligns with Google's, it's not clear to me why the standard is then satisfied.

MR. GARRE: Well, to be clear --

THE COURT: If Apple were to come in and say, look, what Google is proposing is unacceptable, what the plaintiffs are proposing is unacceptable, okay, maybe your interests might not be adequately represented by either side.

But I haven't heard you say that, at least not with respect to Google, that there's anything about what they're proposing that you think is going to tie your hands and your interests in contracting with Google in the future. In fact, I dare say, what Google is recommending would actually improve Apple's position in negotiations with Google.

MR. GARRE: Sure.

So, Your Honor, to be clear, our interests are more aligned with Google's proposals than the government's.

But we do not stand behind Google's proposal 100 percent. We do not know, any more than Your Honor does today, how the remedy proceeding is going to progress and what remedy you will enter.

THE COURT: But how do you diverge -- I mean, if the answer is "I don't know," I don't know, but is there a way that you diverge today?

I mean, you've had Google's proposal for several weeks now, you've had a chance to look at it. Is there any way that you can identify that you would materially diverge from Google's position as to browser agreements?

MR. GARRE: Well, Your Honor, again, I think the clear divergence is with respect to interests in defending default or with respect to defending revenue share.

THE COURT: But they're going to defend both.

In other words, you just heard Mr. Schmidtlein say that whatever remedy I issue, they would like, one, for Google to still be able to get defaults, out-of-the-box defaults, and, two, that they pay revenue share.

I mean, that's what Google wants to do. They want -- plaintiffs don't want that to happen, but that's what Google would like to still have when the dust settles.

MR. GARRE: So, Your Honor, to the extent that that's true as a general matter, that doesn't mean that those interests will be adequately defended with respect to Apple through the course of this proceeding in terms of the evidence that's presented, the record that's created, the questions that are asked on cross-examination, and so on. We don't know.

Apple faces this extraordinarily broad provision which is part of the plaintiffs' proposed final judgment today, and that obviously has not gone away. Plaintiffs stood behind that 110 percent.

So Apple is uniquely threatened by that and has unique interest in defending it, whereas Google has many, many things on its plate, including the divestiture of Chrome.

And given the limited number of hours that this proceeding would entail can't possibly put Apple's interests and treat them the same way that Apple's participation would.

THE COURT: So help me understand how I can manage this if I allow Apple to come in and -- I'm going to tell you right now, if I let Apple in, there are going to be other people knocking on the door. Samsung is going to want to have a piece of the action, AT&T, Verizon, all these folks are going to come in and say, you know what, Judge, the terms under which Google is going to be able to negotiate future contracts impacts our interests. Same way it does yours.

So how am I not opening the floodgates if I let Apple in?

And that does make the case not manageable.

MR. GARRE: Sure.

I mean, first, every motion would have to be evaluated on its own.

But it's inconceivable that a motion could be as compelling as Apple's, given the way that Apple has been specifically targeted.

THE COURT: I'll be honest with you.

If Apple checks the boxes, it's hard for me to see how materially anybody else doesn't in the following sense.

Okay, the dollars aren't as high. Sure, I get it, Apple's revenue share interests are a magnitude substantially higher than anybody else's.

But even Mozilla would come in and say, Judge, you know what, we get paid a few, I can't remember what the number is, X million dollars from Google, and unless we are able to contract with them, we're going to go out of business.

MR. GARRE: So, Your Honor --

THE COURT: So I mean, it seems to me Mozilla, in some sense, would have a more compelling argument than you because it's not like Apple is going to go out of business if I don't -- you know, if you can no longer get revenue share.

You've got other sources of revenue; Mozilla hardly has any.

MR. GARRE: So Mozilla doesn't face the threat of the type of provision that the plaintiffs have proposed here with respect to Apple that would affect its contractual rights for ten years, Your Honor.

THE COURT: But everybody is subject to -- but everybody is subject to ten years, not just Apple, under their proposal, one.

Two, they have proposed that Google could no longer pay defaults -- for defaults. That's two.

Three, that Google could no longer pay revenue based upon, you know, essentially volume of searches.

That's exactly how the ISA works, that's exactly how all the other rev share agreements work.

So you're not any different than anybody else except for in terms of who Apple is and the quantity, the volume of the rev share. You're just not.

MR. GARRE: With respect, Your Honor, I would disagree not only because of what's in the proposed final judgment but also because of the unique role that Apple has in this case, given its affect on the potential remedy this Court would adopt.

The remedy, as this Court's liability decision, I think, reflects, would depend in part about assumptions about Apple's economic behavior, its interest, its potential for entering, or actually not entering the general search

market, and I would think that this Court would be genuinely, uniquely interested in that to ensure that there's a complete record with respect to --

THE COURT: How do I prevent others from coming forward, or how do I deny others the same opportunity?

MR. GARRE: Number one, that interest in itself distinguishes Apple and I think would be a basis for distinguishing an intervention motion.

THE COURT: I don't think that would stand up in the Court of Appeals.

I mean, honestly, if I let Apple in for $20 billion, I don't think the Court of Appeals is going to say, Judge, it was okay for you to exclude Samsung because it was a billion.

MR. GARRE: Again, it's not the $20 billion. It's the unique way in which Apple's interests would affect the market going forward, which is, again, reflected in this Court's own liability decision.

The other thing I would say, Your Honor, is, our motion, as you know, is based on intervention as of right.

I mean, to some degree, the potential for inconvenience or the potential that someone else would file a motion that this Court would have to evaluate differently isn't a basis to deny Apple's motion for intervention

wherein it clearly meets each of the factors set forth in the rules.

Is there a protectable interest? Yes, the contractual rights.

Is it -- could it be impaired by final judgment in this case? If you adopt their proposed final judgment, it would be destroyed by that.

Is it adequately presented by Google? No, Google has its own problems. It's going to direct them separately.

Apple has its own interest in defending revenue share and protecting its users, ensuring the best experience.

And was the intervention motion timely?

Now, my friend said it should have been filed years ago. That's not right. It's from the date of divergence of interest.

And the filing of plaintiffs' proposed final judgment changed everything, the inclusion of that provision changed everything, from Apple's perspective, and the unique interest that Apple offers compared to Google and Google's ability to defend those interests in this case, and that's why this motion is clearly timely.

THE COURT: Can you cite any other case in which a private party has been permitted to intervene in the manner that you are in an enforcement action?

MR. GARRE: That we are in an enforcement action?

THE COURT: Correct.

In an enforcement action such as this one, where a counterparty to a defendant, whether it's an antitrust case or not, has been permitted to intervene?

I mean, you've cited a lot of cases involving private disputes involving decisions by the Federal Government that impact property rights among competitors; you know, agency decisions, for example, over particular issues, or the way in which, you know, a NEPA study is done.

MR. GARRE: I don't know that we have that specific case, Your Honor.

We cite a number of cases on page 4 of our reply. We cite the *Hodgson* case which involved an instance where a party was allowed to intervene at the remedial stage at seven years after the trial began.

I mean, I think the requirements of the rule, which I've walked through, I think, are readily met in this case. And I don't think that even the absence of that case would be a basis for singling us out to prevent us from intervening to protect clear contractual interests and rights which are threatened through an extraordinarily broad provision.

THE COURT: Let me ask you this.

Do you think it would be a basis to deny your

motion if six other intervenors then lined up which would double the length of this trial, which I don't have the luxury of doing?

MR. GARRE: So I would say first, it's not conceivable to me that any other intervenor could possibly make the case that Apple is making, and I think that all those petitions could be distinguished for reasons that we've discussed.

And, second, Intervention of Right is Intervention of Right. It's hard for me to imagine a situation in which other people could present that case. But to the extent that there could be another intervenor, I don't think that's a basis for saying that the Rule 24(a)(2) requirements are not met in this case.

But I think, you know, at the end of the day, Apple's situation is unique. That's why plaintiffs themselves singled us out in their proposed final judgment, that's why this Court itself talked about Apple in its liability decisions, and that's why Apple has chosen and determined that it's necessary to intervene at this point to protect its interests which are now threatened in a uniquely devastating -- potentially devastating way, which would affect not only Apple, its operations and its revenues, but its millions of users.

THE COURT: Okay.

Thank you, Mr. Garre, I appreciate your remarks.

MR. GARRE: Thank you, Your Honor.

Okay. Do either of the parties wish to be heard in light of what we have just heard from Apple?

MR. DAHLQUIST: I would like to, Your Honor, and I will be brief, as brief as possible.

Since counsel for Apple went into a couple of the merits arguments to Intervention as of Right, I'd like to respond to those briefly.

As to Intervention of Right, that time passed in 2020, and here's why.

Counsel stated that his right occurred when the divergence occurred.

No, that's not what the law says.

The law says -- and these are cases cited by both parties. "When the potential inadequacy of representation was identified," and that's *Amador*, *Smoke v. Norton*, that's *Deutsche Bank*. *Deutsche Bank* even says more specifically, "when the action threatens to impair that interest."

As Your Honor knows in our complaint in 2020, paragraph 4, the very first page of our complaint stated the following: "Google pays billions of dollars each year to distributors, including popular device manufacturers such as Apple."

At that moment, Apple knew that it had the potential to lose that contract and that all of that revenue was at risk. That is when that potential occurred.

Google, you just asked Mr. Schmidtlein if he -- if he believes he adequately represents. I believe he answered honestly. I believe Google does adequately represent and can adequately represent Apple in this matter.

Even further than any of the cases cited by Apple in any of their briefing, there's one other fact that makes it unique. That's JX33. That's a copy of the ISA itself, which has a clause which no other case has that says the following: "Apple and Google will agree to cooperate" -- "cooperate to support and defend the ISA agreement." Google is contractually bound to do so. I'm sure that's not lost on either of the parties.

Apple has a new strategy. They chose to sit in the back of the courtroom for the last four years. They even fought involvement in this case. They filed a motion before Your Honor to quash the appearance of their own witnesses in court. And here now with new counsel and a new strategy, they try to ignore their own strategic choice, and that was -- that's *Love v. Vilsack*, which is identified in our briefing as well. They made the strategic choice. They cannot now change it because their gamble didn't pay off. They put a bet on Google winning and Google lost.

If we can go forward to a couple other elements and points that counsel made during the argument.

Your Honor is right, there are multiple other ways when Apple can be heard here. We suggested in our briefing perhaps through an Amicus Brief. An Amicus Brief can give Your Honor all the information that he needs to know in order to present this.

Apple -- or Google is most certainly going to call Apple witnesses. They will be here.

There's other ways to get that testimony before Your Honor.

Finally, I'd say that I will turn to my concern about re-litigating liability.

Counsel said, and I'm not -- I'm trying to quote but I don't want to misstate, "It is a different time with different circumstances."

That to me sounds like they're going to re-argue product market, re-argue competitors, re-argue market shares. I don't know what else is embedded in that statement.

But if we're going to come forward with different times, different -- different circumstances, that's gravely concerning that we're re-litigating liability. That's what it sounds like to me.

Thank you, Your Honor.

THE COURT: Thank you.

Mr. Sallet.

MR. SALLET: Very briefly, Your Honor, very briefly, because, as you know, Your Honor, for you to deny a petition to Intervene as of Right, you can rest that decision on any one of four different criteria that are applied under Rule 24(a). Mr. Dahlquist has talked about timeliness and adequacy of representation. I earlier referenced having a protected legal interest and being able to show a practical impairment of that interest.

With reference to the case law, I would just like to very briefly -- since you asked about case law and since there was a brief answer from the Apple counsel, none of the cases Apple cites, and we say this in our pleading, involved a circumstance where a party was trying to come into the case to take issue or claim changed circumstances on the liability ruling that had been handed down. So a number of the cases are intervention at the merits phase, which Apple chose not to do.

Where there was intervention at the remedies phase, nobody was coming in saying, well, we're not sure that the liability ruling is good at all.

There are cases we cite very specifically from the Ninth Circuit and the Second Circuit, though, that address to the circumstances here. When Apple says it seeks to

defend the existing ISA, that's in light of the Court's liability ruling.

And we've cited cases saying that an intervenor does not have an interest in trying to benefit from some action that's invalid.

We cited a case -- two cases from the Ninth Circuit in the employment context and one having to do with a constitutional right.

So to the extent --

THE COURT: But wouldn't -- I'm sorry, but wouldn't agree that what Apple really is asserting is a right to contract with Google in a way that would be legal?

In other words, they're not in here to defend the ISA in its current form. They are here to say, we would like to be heard about where the line should be drawn between lawful and unlawful contracting with Google.

MR. SALLET: Your Honor, if I might, I'm not sure that's what Apple is saying. But if it is what Apple is saying, then that brings me to my second point: The ability to come in on a contract that's not in issue is very limited under the law.

Apple wishes to represent its interest in what it says, I quoted this before, "a host of domains, including general search AI and other related areas." We don't know what those related areas are.

THE COURT: Right.

But we do know at its core it's about search, right?

I mean, so --

MR. SALLET: That's right.

THE COURT: -- you know, it's about search.

They want to be in a position at the end of this to be able to earn revenue share as they do today.

I mean, that's -- let's be honest, that's largely what this comes down to.

MR. SALLET: That is what they focus on, there's no question.

They say they will -- this is very important.

They will seek to re- -- "If the ISA in its current form is invalidated, Apple will seek to re-negotiate it consistent with the ISA's provisions and this Court's remedial order."

That's the kind of interest that has not been recognized as being sufficiently concrete when applied to a future contract.

Apple may seek, but it's a bilateral contract. Will Google agree?

I read to you earlier, Your Honor, the findings of fact where Google says it would be economically irrational for it to enter into such a revenue share.

And if one looks at the cases that are cited by Apple to support the notion of a future contract that isn't yet in existence, they're in very different circumstances, very different from this.

If I could just note one of them.

It's this case we discussed in our memorandum, it's called *Kleissler versus U.S. Forest Service.*

Now, this had to do with timber companies, companies that were taking down logs, I believe, on national forest land.

So the Court recognized an interest in existing contracts, no problem, in a contract that had been basically negotiated but hadn't gone into effect. But it also recognized interest in a future contract for two reasons, and it was very specific.

This is the Third Circuit.

"Because these companies' continued existence might be jeopardized and because the relevant case law indicated a particular interest in safeguarding timber harvesting," the business of the prospective intervenors. That is a very special case that has nothing to do with the kind of circumstances we have here.

That case and the other cases Apple cites, for reasons we say in our pleading, are completely distinguishable and do not provide Apple with a sufficient

interest in what Your Honor focused on, the possibility that it will seek -- maybe unsuccessfully, seek to negotiate a different form of contract whose terms are not yet determined.

THE COURT: Okay.

MR. SALLET: Thank you, Your Honor.

THE COURT: Thank you, Mr. Sallet.

Mr. Schmidtlein, do you want to add anything?

MR. SCHMIDTLEIN: No, Your Honor.

THE COURT: Okay.

Mr. Garre, it's your motion, I ought to give you the last word since it's your burden to establish intervention.

I'll give you a couple minutes; I want to make sure we give our court reporter a break.

MR. GARRE: Thank you, Your Honor.

A few points.

I mean, first, just to be clear, the question is whether or not Google may not -- may not adequately protect. It's not a certainty. It's "may not." That's from *Fund for Animals* and the *Diamond* case.

Likewise, the potential overlap in interest with respect to the ISA or anything else does not defeat the -- the adequacy point. The *NRDC versus Costle* and *Fund for Animal* cases establishes that.

With respect to the protectable interests, I mean, here we have an existing contract, the ISA, and future contracts and a provision.

Just to read it again that says, "Google must not offer or provide anything of value to Apple or offer any commercial terms that in any way creates an economic disincentive for Apple to compete in or enter the GSC or search text ad markets."

I mean, if that doesn't create a protectable interest that warrants intervention that would wipe out any conceivably commercial relationship for ten years, I don't know what would, Your Honor.

Apple's request here is limited. We've tried to be respectful of this Court's time and the interests in -- in resolving this case quickly, but we wish to come in to simply protect our own interests and ensure that this Court has an adequate record to decide the truly momentous question before you.

THE COURT: All right. Thank you.

MR. GARRE: Thank you, Your Honor.

THE COURT: Thank you, Mr. Garre.

All right, everybody. Look, I'm not going to give you an oral ruling here for obvious reasons. I want to think about it. We'll get you a ruling as quickly as we can.

Let's take 15 minutes and then we'll finish up with the outstanding issues of the Joint Status Report.

MR. DAHLQUIST: Your Honor?

THE COURT: Yes.

MR. DAHLQUIST: My apologies.

Before we lose Apple's counsel, because we may lose them, there is one agreed issue which doesn't require any decision that I think we -- relating to confidentiality, and then I think we can let them go.

THE COURT: Okay.

MR. DAHLQUIST: Apologies for the quick -- Mr. Karl Herrmann will deal with it for the United States.

THE COURT: Mr. Herrmann.

MR. HERRMANN: Thank you, Your Honor.

I think we have an easy one. It's regarding confidentiality, and this issue arose following the filing of plaintiffs' opposition to Apple's motion to intervene.

The Court instructed plaintiffs to take down our corrected proposed findings of fact and refile with additional redactions. We, of course, did so.

In the meantime, we reached out to counsel for Google and Apple to ask if they opposed our refiling our original corrected PFOF with a certain figure unredacted. Neither Google nor Apple opposed this. And if the Court would like to see, I have an example of what we intend to

post.

THE COURT: I remember what the figure is. If everybody is in agreement to publicly file it, then great.

MR. HERRMANN: Thank you, Your Honor.

THE COURT: All right. See everybody in 15 minutes. Thank you.

COURTROOM DEPUTY: All rise. The Court is now in recess.

(Recess from 3:34 p.m. to 3:55 p.m.)

COURTROOM DEPUTY: All rise. This Honorable Court is again in session; the Honorable Amit P. Mehta presiding.

THE COURT: Please be seated. Thank you, everyone.

All right. Let's turn then to the parties' Joint Status Report.

There are a couple of issues that we need to deal with, so why don't we start there.

The first is documents for the second RFP Number 11, documents sufficient to show who makes access decisions, et cetera.

Any further discussion on that issue, or any efforts to try and bridge the divide, or are we just stuck on it?

MR. DAHLQUIST: I think it's an impasse,

Your Honor.

And Mr. Karl Hermann for the United States will be arguing this one.

THE COURT: Okay. All right.

Mr. Herrmann, can you just help me understand what this is all about. I don't quite get it.

I mean, it seems to me what you want are documents that concern whatever internal policies Google has about who can access its data. Is that what essentially this is about? Who and why and under what circumstances?

MR. HERRMANN: Essentially, Your Honor.

THE COURT: Why does that matter?

MR. HERRMANN: Sure, Your Honor.

So in a 30(b)(6), the Google witness revealed that Google has limitations to what types of data and the granularity of data it will allow its everyday engineers access to.

So you're thinking, sensitive user data, for example. And so engineers, what they have to do is, under these policies, state of business justification as to why they need to access this data, and then a policy working group or policy lead evaluates that and determines whether they may access it.

We think this is particularly relevant to what we're dealing with here as, first, you know, it's an

application of a privacy decision that assesses the value of the data to Google's search quality and it balances against some kind of privacy interests.

Under plaintiffs' proposed final judgment, we demand privacy and security protections for user data for our data access remedies.

Second, Google itself is making privacy a primary defense for it.

Google is going to say that it is simply impossible to provide data access to rivals, to allow rivals to improve the quality of their products. And by receiving this, this will allow us to test Google's own application of, you know, outside of the purview of lawyers, ordinary course, how the business team deals with requests for engineers to access users' sensitive data.

THE COURT: So I get all that.

What I don't understand is how that translates.

And what I mean by that is, look, it's one thing whether you're going to have a group of Google engineers access to data and how much, right?

That's a business judgment: How significant of a project is this, how much data do you need to get a, you know, result.

That all is what you would expect Google to do instead of just throw open, you know, their datasets, user

data.

But I don't understand how that makes any difference as to your remedy, which is that you want third parties to be able to access it in a way. And okay. And you said, yes, subject to certain protections, which aren't specified.

How what Google does for business operations, I don't understand how that translates at all and what bearing at all that would have on that really difficult and important question is, if I permitted some, required some sort of data sharing, what the conditions would be to ensure user privacy. I mean, that's a big deal.

And so I don't get what you're asking -- how what you're asking for will make one whit of difference in making that determination about conditions to data access by a third party.

MR. HERRMANN: Your Honor, we believe it will be an instructive data point for the Court to look at how Google itself wrestles with these questions of balancing data access with -- and quality with users' privacy interests.

THE COURT: Okay.

MR. HERRMANN: And that it is internal, it is still asking the same question that we might be asked externally.

Second, this does speak directly to the credibility of Google's privacy arguments, right. It might try to say it is simply impossible for us to allow data access. Well, we can test this against how Google actually applies privacy in the ordinary course.

THE COURT: Yeah, but it's one thing to deal with privacy within the confines of an organization that's protecting it versus making it available to a third party. I mean, that's, you know, apples and oranges.

Okay. I mean, I -- okay.

Mr. Schmidtlein, could I ask you the following, which is, are there, to your knowledge, written policies that Google would be able to go get and provide the policies? Because I have to tell you, I'm not -- if this can be done in a way that, you know, you could pull a few policies off the shelf and share them, okay.

But I understood them, for example, to ask for a list of circumstances in which Google has agreed to let projects go forward and access data and so on and so forth. That is too burdensome and, frankly, does not seem at all relevant.

MR. SCHMIDTLEIN: Your Honor, I'm going to try to answer that question at the level of generality that my knowledge will permit. If you have detailed questions, Ms. Connor will address those.

We've already, I think, produced the types of policy documents and the -- describing either the process and/or the things that Google considers in evaluating particular requests.

I think Your Honor heard testimony during the trial, Google does a lot of testing, and there's lots of different projects --

THE COURT: Right.

MR. SCHMIDTLEIN: -- and things they're doing to improve. And so there are, I don't even want to guess how many of these types of requests that have to get done.

And for that reason, sort of going after the fact and trying to second-guess or sort of string together whether any particular requests they have an issue with or what they're trying to deduce from where Google granted access versus where Google said "no" or what conditions were put as they were applying the policies, I think you're absolutely right is way beyond what is needed here, and, candidly, the breadth and burden and scope of that is really not feasible given where we are right now.

But if you've got more detailed questions, as I said --

THE COURT: No.

If Ms. Connor wants to confirm what you believe to be true, that the plaintiffs, in fact, received whatever

written policies -- I mean, I assume Google has written policies that contain various criteria and that speak to access but then also policies that speak to how that data should then be treated.

MS. CONNOR: That's absolutely correct, and we have produced those policies.

THE COURT: I'm sorry, say that again.

MS. CONNOR: That's correct, and we have produced those policies.

This is something, as you know, Google takes tremendously serious and has built an entire infrastructure in the company to make sure that user data is handled properly internally to the company.

So Google absolutely has policies. We've produced those policies. But we agree that it is a completely separate and far more problematic question of how you could ever possibly share that data externally.

THE COURT: Okay.

MS. CONNOR: Thank you, Your Honor.

THE COURT: Mr. Herrmann.

MR. HERRMANN: Your Honor, what we're seeking to look at is the difference between the policy and reality.

The policies are aspirational, this is the privacy we should protect.

The policy doesn't say how, when a request is

made, with a great business interest, Google actually weighs that, which is a similar question to what the Court might face, and we believe it could be instructive to the Court, rather, it will be.

With respect to burden, Your Honor, this is documents sufficient to show who makes the decisions, how the decisions are made, and a summary or report of those decisions. We're not seeking to re-litigate every single application. We're not seeking -- we're not even seeking to see the application itself, merely a summary.

If this is truly burdensome, we're happy to limit the time frame of scope, but we've already limited ourselves greatly with the documents sufficient to show three very narrow things.

THE COURT: Okay.

MR. HERRMANN: Thank you, Your Honor.

THE COURT: Thank you.

Look, I'm satisfied that you all have what you need.

I do not see the relevance, frankly, and the need for specific examples of Google project engineers coming to a data privacy team and saying, hey, we need X amount of data and so on and so forth. I just don't see it.

I mean, at the end of the day, there's going to be a discussion, presumably, about what any data sharing with

third-party construct would look like, and that, seems to me, to be a much more complicated question than whether a group of Google engineers can get access to the data, and the two just don't have parallels in my mind for a lot of the reasons I've already talked about. So to the extent that the request is asking for anything more than what Google has produced, it will be denied.

All right. Let's talk about the 30(b)(6) issue. Is that all that's left?

MR. DAHLQUIST: 30(b)(6) and the timing of the hearing, Your Honor.

THE COURT: Yeah.

MR. DAHLQUIST: Small, small issue. We can end the day on that.

THE COURT: Yeah, sure.

I should have sent you all my calendar before we had this discussion.

MR. DAHLQUIST: Apologies in advance.

THE COURT: No. Go ahead.

MR. DAHLQUIST: Ms. Sara Trent will be arguing 30(b)(6) on behalf of the United States.

THE COURT: I'm sorry, who?

MR. DAHLQUIST: Ms. Sara Trent.

THE COURT: Ms. Trent, come on up.

Look, here's the basic question I have. I guess

I have two questions. I have one observation and then I have a question.

One is, look, I'm not highly inclined to put a lawyer in a chair for a deposition. I don't like the idea of that unless it's absolutely necessary. That's one.

Two, but as we've talked about today, there are a number of aspects of the proposed final judgment that are ambiguous, and it seems to me that Google ought to have some sense of what you all are thinking about.

Here's just an example.

You know, as we just talked about, you all want to allow third parties to get access to Google's data.

How much?

How frequently?

What would the terms and conditions be to allow access to ensure that users, you know, do they have to anonymize the data?

Do they have to, you know, strip it of anything that could individually identify anybody?

And if that's what we're talking about, it seems to me fair for them to get up and say, you know what, that is just not feasible.

I'm not saying those particular things, but to come forward with a defense that says what you're asking for, what you're asking for is not feasible and to do it

would require X amount of money and would just be entirely impossible.

And so, you know, for example, the same thing with the contract terms.

And we just talked about what the terms are with respect to Apple.

And I think it was news to Google and maybe to Apple that when you say "no exchange of value," you literally mean no exchange of value, period, full stop, end of story, not as to any contract between these two companies that have relationships outside of search.

So why shouldn't somebody have to answer those questions before trial?

MS. TRENT: Sure, Your Honor.

And what I would say is that Google has the opportunity to talk to third parties to pressure test these terms.

At court, the trial attorneys in this case, the U.S. and state prosecutors, aren't fact witnesses, they don't have any facts. This isn't like a contract case where there's extrinsic or parol evidence that you can get to.

THE COURT: Yeah, but we're not talking about interpreting the contract or the final judgment. We're trying to get a sense of what some of these things mean and what your -- what the practical implications would be and

what you all foresee the practical implications would be.

I mean, you've made certain requests of the Court and for reasons. And, you know, frankly, I'd like to know how some of this stuff would be executed, whether by a technical committee or what have you, and it seems to me that -- I don't much how those questions get answered in the course of a trial.

MS. TRENT: So the way that the notices are framed now, there's no way for us to know what factual question would be proposed that we could answer even in the context of the way that you're speaking.

We have asked Google to give us some examples of some of the questions that they would give us that would not infringe on work product.

Because a lot of what -- everything that we do as U.S. and state prosecutors are investigate these claims. We talk to third parties, we marshal evidence, we make inferences from that evidence. And the PFJ is all opinion work product. I don't know how you -- I tried to think of a question that you could ask that didn't infringe on work product and I couldn't.

And we've given Google the opportunity to do so too and haven't gotten an example.

So my concern not only is --

THE COURT: Well, here's an example.

What safeguards are you all contemplating that would be put in place to allow a third party access to user data?

There's a question that doesn't require any opinion or work product.

I mean, you've got to have an answer to that --

MS. TRENT: Right.

THE COURT: -- if not now --

MS. TRENT: We don't now because we haven't done -- this is the beginning of discovery and I --

THE COURT: I --

MS. TRENT: I'm sorry, Your Honor. Go ahead.

THE COURT: I'm sorry.

You've got to have some sense of that.

I mean, you don't put that in a final judgment unless you have some sense of it. Maybe you're still trying to figure it out.

But, look, it can't be the case that we're at a trial and we still don't know -- you're going to put somebody up and say, look, I have -- I have found that Google's data advantage is a competitive advantage, and it's one that is borne of the fact that they have had these defaults for a decade. Fine.

Your remedy is to let competitors, nascent

competitors and others -- maybe it's only just nascent competitors, maybe it's Microsoft. I don't know. Maybe -- I don't know if you're thinking Microsoft, but under what terms can that happen?

And unless you're prepared to answer that soon, I don't know how it gets resolved at trial, because Google has to have some opportunity to say, those terms are just not acceptable --

MS. TRENT: Sure, Your Honor.

THE COURT: -- or here's why they don't work.

MS. TRENT: And I think that's going to be done through expert analysis and export reports that support our PFJ, and Google will have the opportunity --

THE COURT: Are you going to have an expert that is going to say, here are the things we think you should -- that you, Judge, should put in place?

I mean, are you contemplating an expert on privacy who would say, these are the types of restrictions that could be put in place to safely ensure that user data is not misused?

MS. TRENT: If Google puts on the defense that privacy is an issue, we will have to have an expert that talks about privacy and the proper guardrails that can and can't happen.

THE COURT: I mean, this just seems like an obvious area for -- that we should have some at least more formed answers on.

I mean, I haven't even begun to sort of really think about the details of what you all are proposing, but, you know, there's a lot of this that -- that's, you know -- that is glaring in terms of its need for detail and how it's going to be executed.

And it does seem to me that some of those questions need to be answered before we swear a witness in.

MS. TRENT: Sure.

And if Google would like to propose some examples of those types of questions -- the real concern here is getting to the core work product.

And then if you have an attorney sit for deposition, just the practicality of the privilege objections that Your Honor will --

THE COURT: No. I understand. That's why I'm reluctant to start there.

So let me ask Mr. Schmidtlein. I mean --

MR. SALLET: Could I just answer?

THE COURT: Sure, Mr. Sallet.

MR. SALLET: There's a separate 30(b)(6) to the Colorado plaintiffs, so I want to just address briefly this point.

If Your Honor feels that the process is insufficient at the moment to get Google what it needs -- and let's be clear, the process is, we put in an initial proposal, we're going through fact discovery, expert reports which will lead us to a final proposal, it's -- initial and final because of the possibility of change, so we may be considering changes now.

Secondly, experts, fact discovery, pretrial briefing, post-trial briefing, closing arguments. If Your Honor feels that that is not sufficient to get Google what it needs, let me just make one point.

The worst way to get it is what Google is asking for, a deposition. It's going to have to be a lawyer. The states have literally no one who could appear who isn't a lawyer.

What's going to happen is, virtually every question is going to elicit a work product objection.

THE COURT: No, I know.

MR. SALLET: And Google -- Mr. Schmidtlein is going to come in and say, these guys stonewalled, they didn't get what they wanted.

THE COURT: You know what, that's why I said -- that was the reasons for my first observation.

MR. SALLET: Yes, Your Honor.

And so we say in our Joint Status Report --

Ms. Trent says, we're having trouble imagining what these would be. That's true.

But we say -- we've offered to have a meet-and-confer. We have put on the table some interrogatories. Google has declined to take that offer; wants to have a deposition.

My point is, that is the absolute worst way we could proceed to reach the goals that Your Honor has identified.

THE COURT: Okay.

Mr. Schmidtlein.

MR. SCHMIDTLEIN: Your Honor, the notion that the PFJ is all opinion work product is absurd. It is a legal document that has to be understood, and we need to have the objective understanding of it from the plaintiffs so we know how to prepare our defense, we know how to make our critiques and our criticisms, and to explain why it is that they're not feasible. There are a raft of provisions in there that are vague, ambiguous, uncertain.

20 years ago in the *Microsoft* case, Microsoft noticed a 30(b)(6) deposition of an -- of the plaintiffs in the states case there --

THE COURT: Right.

MR. SCHMIDTLEIN: -- and an attorney sat for a deposition and gave answers about the states' proposed final

judgment that was litigated.

The idea that we can go -- I believe Ms. Trent said I'm supposed to go talk to third parties about their PFJ?

Who am I supposed to -- how -- how do they have any better clue as to what it means than they do?

How am I supposed to wait -- I'm supposed to ask their expert witnesses what it means?

They are hiding the ball from us here, and they should put somebody in the chair so I can ask the questions, and I need that to happen now.

We noticed this deposition for last week because we need these bare bones facts about what this means now so I can prepare my witnesses, my fact witnesses and my expert witnesses.

They keep talking about this, "It's just an initial" -- it's just an initial one," as if on March 5th, which is, like, five minutes before the first round of expert reports are due in this case -- because the trial starts the end of April, and we're going to do expert discovery right up into it -- up until it.

The idea that we're going to all splash around here for two months and then they're going to reveal the real proposed final judgment on March 5th right before the experts, and then, what, we're going to then move -- move

heaven and earth to, like, litigate over an entirely different one. This is completely unworkable. I need these facts now.

And there are lots of provisions in this final judgment that -- I mean, Your Honor has identified some of them that are completely absent, completely unknowable to us.

THE COURT: Okay.

All right. Look, here's what I'm going to do. I'm going to let Google ask these questions but in written interrogatories first, okay?

I'm not keen -- I don't know why -- I don't know what happened in *Microsoft*, I don't know whether it was contested, whether it was ordered over objection, I have no idea. But the bottom line is, I'm not prepared to put a lawyer in a seat to only get, you know, 85 percent objections that I have to then resolve.

Let's start with written interrogatories that ought not to draw objections because they are probably seeking factual information and it can be well-thought-out and you can respond to it.

And -- Mr. Schmidtlein.

MR. SCHMIDTLEIN: I'd like answers to those in 14 days.

THE COURT: Okay. Well, they haven't served them yet, so let's --

MR. SCHMIDTLEIN: No, I understand.

But they're going to get -- we are now -- we've got people here who are running out the clock.

It is January 17th. We need --

THE COURT: Okay.

Why don't you start with telling me by when -- well, two things: One is, by when you could serve interrogatories; and, two, how many you would like to serve?

MR. SCHMIDTLEIN: I don't know how many I want to serve, but we have a lot of questions.

And the reason why a deposition was effective in the *Microsoft* case was because it allowed us to follow up based on the answers.

You know, I'm going to ask -- we can ask interrogatories, we're going to get an answer, but then we're going to have follow-up questions to -- depending on what the answer is. That's why interrogatories are -- respectfully, Your Honor, are not the right way to proceed here.

The deposition of Thomas Greene, who was an Assistant Attorney General for the State of California, who is now an attorney at the Department of Justice. He sat for that deposition and there were not objections.

THE COURT: I know.

I've looked at it, I've seen what the citations were. And in Judge Kollar-Kotelly, they were not extensive.

I mean, there were some citations to his deposition, they largely had to do with some HTML issue, but otherwise, there wasn't much in there about his deposition.

MR. SCHMIDTLEIN: No, understood.

But the point, Your Honor, is, is that allows us to understand what the contours are.

THE COURT: I don't disagree with anything you're saying in a general sense.

What I have an issue with is the idea of putting a lawyer in a chair where I'm going to get a ton of work product objections at the outset.

So let's start with written interrogatories. If that's not enough, we'll see whether more needs to be done.

We can move quickly, but I'm just not going to order somebody to be put in a chair, especially without knowing what the questions are, right?

I mean, you want to put them in a chair without knowing what the questions are and then, you know, hold them to it under Oath.

That's not fair to me either, because if there are questions you have, they ought to be able to think about them as opposed to having to answer them in the moment,

so...

MR. SCHMIDTLEIN: I mean, they wrote this thing; they should know what it means.

THE COURT: I get it. I get it. I get it. But this is where I am.

So we'll start with the interrogatories.

So do you want to tell me how many you want and by when you can serve them?

MR. SCHMIDTLEIN: I want 100.

THE COURT: Let's live in the real world.

I need something that's a real number. It's not going to be 100.

MR. SCHMIDTLEIN: 50.

I mean, Your Honor, we are talking about a very long, complicated PFJ.

THE COURT: I know what we're talking about.

Mr. Dahlquist.

MR. DAHLQUIST: Your Honor, the parties had agreed to 20 interrogatories to start this whole process.

Full wholeheartedly agree that the best place to start is a written response.

I would even bet Mr. Sallet that a meet-and-confer might be able to resolve a bunch of these.

So maybe we do both. Maybe we'll meet and confer and/or I propose half of that. Let's start with another 10

interrogatories, see how far we get with that.

But I'm hopeful that we can resolve this that way.

THE COURT: Okay.

We'll start with 30.

I would urge you to not confine this to just written interrogatories.

There's no reason you can't get in a conference room to ask these questions, and if they don't have answers then, they'll have answers the next time you ask them. I don't -- it doesn't seem to me that that's unreasonable.

And so I'll give you the opportunity for written interrogatories. But, you know, some of this, if you want to put these questions before him so they can think about them, maybe they haven't thought about the answer yet, and maybe they should, and this is exactly what's going to get them to do it.

So let's start there and you'll answer them within two weeks.

And if you think it's better to sit down and have a conversation about it so they have an answer, all the better, okay?

MR. DAHLQUIST: Thank you, Your Honor.

THE COURT: All right.

Scheduling.

Look, it will not come as a surprise to you that I

don't have a lot of give in the schedule. I mean, once we set this schedule down, things got built around it.

The week after this is supposed to conclude, I have a bench trial in a case involving a-quarter-billion-dollar eminent domain matter that cannot move. I've asked the parties to move it; they cannot move it.

We're aiming right now for closing arguments on the 29th and 30th, or the 30th.

I've asked -- I have a two-week back-to-back bribery case starting the 2nd of June, and I've asked those parties whether they can move things back and they cannot.

So I don't have a lot of give here.

And what, at a minimum, any additional time would mean is that there would have to be a break in the action.

I can't move this trial that's supposed to start on the 6th and end on the 9th.

We can -- we're currently scheduled to start on the 22nd. We could start on the 21st. That's a day.

And we can talk about how many additional days the week of the 12th, but with the caveat of how long you think it's going to take to get your post-trial submissions in. Right now we're scheduled to do so on the 16th, which is two weeks after the evidence is supposed to close.

Now, if we came back on the 12th, presumably

you've had both throughout the hearing and that additional week of the 5th to continue to write, and that whatever would be left would just be the additional days of testimony and evidence that you'd need to tack on into your papers.

But, you know, I had given us, "us" meaning me and my law clerk, two weeks to review your submissions before the oral argument. I'm prepared to squeeze that a little bit, but I can't very much because I've got other things on my calendar the following week.

But I would very much like to keep the oral argument on the 30th, because I can't then do another one -- I can't push the oral argument to the week of the 16th. That's just not going to leave me enough time to get this opinion done in the time that I need to get it done.

So I guess what I'd like to hear from you all is, if you had additional dates the week of the 12th, how soon you think you could have your -- and we haven't exactly mapped out what those submissions are going to look like, I don't think we have the luxury of responses, especially if we expand the number of trial days.

So, you know, we could go to the 14th, to the 15th, as long as I can get something no later than the 20th or the 21st, I think really the 20th is probably the day by which we are going to need your post-trial filings, because that gives us ten days, including about ten days to get

ready.

You know, as you know, I hope you know, I intend to get ready.

MR. DAHLQUIST: Thank you, Your Honor.

We will work within whatever schedule works with your calendar.

We were prepared to work within the current schedule, still are.

We proposed expanding it to 12 within your calendar when possible. We will take days that you have.

But I will note, during the liability trial, Google's entire case-in-chief was 12 days. They had many half days, they had many ending-early days, and they played videos, five videos for days. So to argue that they need nearly ten days now when they took 12 days in liability, we question.

We understand, Your Honor. We have no problem with expanding, subject to Your Honor's calendar.

Our proposal was 6 and 6, for 12 days total. With the math that you were doing, I don't even know if we get there, but whatever Your Honor's calendar can give us, we're happy to --

THE COURT: 12 days -- I'm sorry to interrupt you, but 12 days would put us at the 13th if we started on the 21st.

MR. DAHLQUIST: No objection to starting early, Your Honor.

THE COURT: So that's five business days the week of the 21st and 28th.

We'd have to skip the week of the 5th and come back the week of the 12th for two days. That's 12 days.

If Google thinks you need 20 and can't do it in 12, it just -- you know, at some point, I think we're probably hitting diminishing returns.

And I know what you're going to tell me, which is that they've asked for very broad-based remedies, I get it, but I've also to get this decision written.

MR. SCHMIDTLEIN: Your Honor, what they've asked for threatens the future of Google.

THE COURT: I understand.

MR. SCHMIDTLEIN: It does.

THE COURT: I get it.

MR. SCHMIDTLEIN: It does.

THE COURT: I get it.

Trust me, I understand, and I'm confident that you will be able to convey that to me in the time you're going to get.

I mean, you've certainly been effective in doing it thus far, so I'm not too concerned that that's going to -- your client is going to be shorted in any way.

I'll give you till the 15th.

I need post-trial submissions on the 20th.

There won't be responsive submissions, we don't have the time for it.

And we'll have oral argument presumptively on the 30th. Hopefully we only need a day, I'm certainly hopeful that we don't need two.

MR. SCHMIDTLEIN: Thank you, Your Honor.

THE COURT: Okay?

So that gives us -- that's 14 trial days. That should be more than enough time.

And I do not plan to, at least right now -- the only -- and they will almost all be full days. We won't be doing half-days Friday.

I have to do a Pretrial on the 25th at 3:30 for that bench trial that I have the next week, the 5th.

So otherwise you can expect, you know, 9:00 to 5:00 every day.

We'll stop at around 3:30 on the 25th.

The week of the 28th, it will be 9:00 to 5:00.

And then the week of the 12th, we'll go 9:00 to 5:00 until the 15th, okay?

MR. DAHLQUIST: Thank you, Your Honor.

Your Honor did *U.S. v. Sysco* in eight. I'm confident we can do just remedies here in that amount of

time. Thank you.

THE COURT: All right.

Okay. Is there anything else anybody would like to discuss before we adjourn?

MR. DAHLQUIST: Some minor things, Your Honor, and appreciate your indulgence.

One is an agreement.

We wanted to let you know, since your order said -- we wanted to inform the Court of when -- if we change deadlines or anything like that, there's one that hopefully will not impact anything, but the parties have been working on witness lists, we've exchanged witness lists, we've identified even topics in those lists, we're working to schedule depositions.

As I previewed before, there are more witnesses on Google's list than we have depositions. We have struck an agreement that in the event -- and we've noticed who we want to depose out of those.

In the event that on Google's final witness list, a witness appears that we have not deposed and even though we've exceeded our number, Google will not oppose our effort to take a deposition of that individual in advance of trial.

THE COURT: Okay.

MR. DAHLQUIST: So that's just an agreement. We wanted to let you know that technically it may modify the

deposition number.

So that's an agreement.

One dispute I think we may have relates to deposition scheduling. And I apologize for previewing this with Your Honor; I previewed it with Mr. Schmidtlein before hearing today.

We're going to work our best to schedule these depositions; however, at present, the 15 Google witnesses that we've asked to depose, Google has asked us to travel to California to Mountain View for all of them. Save one. Save one. They're bringing one international individual to D.C. since we are actually prohibited by law to take the deposition where the person lives.

However, we would propose, and we have proposed, to split this in some way, shape, or form. We've asked to bring people here to D.C. where the case is pending, where all counsel are. We think that would be convenient for the case. We understand some witnesses don't have that ability. We understand Mr. Pichai. We offered Ms. Reed. We will take others in California. This is not a positional objection, but we do think there should be meeting in the middle, Your Honor.

THE COURT: Okay.

MR. SCHMIDTLEIN: Your Honor, they have asked for all these depositions to take place in the month of

February.

We also have lots and lots of third parties that are going to be deposed. Surprising -- not surprisingly, those two, a lot of those are going to be taken in February because we're trying to get everybody to produce their documents at some point this month and then have an opportunity to review them in advance of taking the depositions.

The witnesses and the preparation of these witnesses, these witnesses all reside in California, except for a couple, and we're -- the witnesses are being deposed where they are located.

And their preparation, I mean, trying to get this calendar to work has been like air traffic control at National Airport. It is very, very difficult. And, candidly, with the prep and everything else, we can't have these people actually ferrying back and forth to Washington, D.C.

We're going to be out in California preparing all of these witnesses when we're not running to other places to take third-party depositions. It's just not going to work if we're required to drag people all the way to D.C., because, frankly, I'm going to be out there for all of the other -- for various of the other people, as will my colleagues.

If they don't want to get on a plane to go to California, they can take them remotely. They can stay right here in Washington and they can depose them remotely. We did a lot of depositions like that during COVID, during the investigative phase of this case, and even during the litigation phase of this case. So if they want to take them remotely, they can.

But we do not believe we should be having to bring witnesses who reside on the West Coast to Washington. That's never been the rule in this case. Everybody has produced their witnesses, Google and third party, at the location of the witness.

THE COURT: Okay.

Mr. Dahlquist, do you want to add anything?

MR. DAHLQUIST: No, Your Honor.

THE COURT: Okay.

Look, I'm not going to put a number on this. If it can be -- if people are prepared to be deposed here, great.

But, you know, the plaintiffs, certainly the DOJ Plaintiffs, filed here against a California company. There are consequences, or there are effects of that, and dragging people across the country, in my estimation, for deposition is not one of them.

Trial is different, but you all are going to have

to go where they are if they're not prepared to come here.

MR. DAHLQUIST: Thank you, Your Honor.

THE COURT: Mr. Sallet.

MR. SALLET: Your Honor, just one small point.

I appreciate Mr. Schmidtlein noting the possibility of remote questioning.

As you know, Your Honor, we try not to be duplicative of the DOJ. We sometimes in depositions would ask 40 minutes of questioning, for example.

During the liability phase, at one point a question arose as to whether we would be able to ask questions remotely if DOJ had lawyers present. It worked out that we were able to do so.

We are planning on doing that. I just want that to be clear, because that's the only way we can cover so many depositions with our number of lawyers.

THE COURT: Okay.

MR. SALLETT: Thank you.

THE COURT: That's certainly fine by me. I don't see any reason why that can't be done that way. Okay.

All right. Is there anything else?

MR. DAHLQUIST: Nothing from DOJ, Your Honor. Thank you.

MR. SCHMIDTLEIN: No, Your Honor. Thank you.

THE COURT: All right. Thank you, all, have a nice weekend. We will see you -- we have our next hearing set, correct?

All right. We'll see you all soon. Thank you.

COURTROOM DEPUTY: All rise. This Court stands in recess.

(Proceedings concluded at 4:35 p.m.)

C E R T I F I C A T E

I, William P. Zaremba, RMR, CRR, certify that the foregoing is a correct transcript from the record of proceedings in the above-titled matter.

Date: January 18, 2025

William P. Zaremba, RMR, CRR

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*, Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 1:20-cv-03010-APM HON. AMIT P. MEHTA
STATE OF COLORADO, *et al.*, Plaintiffs, v. GOOGLE LLC, Defendant.	Case No. 1:20-cv-03715-APM HON. AMIT P. MEHTA

PLAINTIFFS' ~~INITIAL~~REVISED PROPOSED FINAL JUDGMENT

WHEREAS, Plaintiffs United States of America, and the States and Commonwealths of Arkansas, California, Georgia, Florida, Indiana, Kentucky, Louisiana, Michigan, Missouri, Mississippi, Montana, South Carolina, Texas, and Wisconsin, by and through their respective Attorneys General ("Co-Plaintiff States"), filed their Complaint on October 20, 2020, and their Amended Complaint on January 15, 2021;

AND WHEREAS, Plaintiffs Colorado, Nebraska, Arizona, Iowa, New York, North Carolina, Tennessee, Utah, Alaska, Connecticut, Delaware, District of Columbia, Guam, Hawaii, Idaho, Illinois, Kansas, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico,

Rhode Island, South Dakota, Vermont, Virginia, Washington, West Virginia, and Wyoming (together "Colorado Plaintiff States") filed their Complaint on December 17, 2020;

AND WHEREAS, the Court conducted a trial and entered Findings of Fact and Conclusions of Law in both actions on August 5, 2024;

AND WHEREAS, the Court entered judgment finding Google liable for violating Section 2 of the Sherman Act by unlawfully maintaining its monopolies in the general search services and general search text advertising markets;

NOW THEREFORE, upon the record at trial and all prior and subsequent proceedings, it is hereby ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

The Court has jurisdiction over the subject matter of this action and over Google.

II. APPLICABILITY

This Final Judgment applies to Google, as defined below, and to all other persons in active concert or participation with Google who have received actual notice of this Final Judgment by personal service or otherwise.

III. DEFINITIONS

As used in this Final Judgment:

~~A.~~ "Ads Data" means data related to Google's selection, ranking, and placement of~~,~~ Search Text Ads in response to queries, including any User-side Data used in that process.

~~B.~~A. ~~"AI Product" means any application, service, feature, tool, or functionality that involves artificial intelligence capabilities.~~

~~C.~~B. "Android" means all code, software, applications, application programming interfaces (APIs), and other products and services provided by Google through the Android Open

Source Project (AOSP), including the open-source application framework, libraries, runtime, and kernel, which are published at http://source.android.com (or successor sites), and any software development kits made available at http://developer.android.com (or successor sites) and all code, software, applications, APIs, and other products and services provided by Google that are critical, ~~in~~as informed by the ~~determination~~views of the Technical Committee, to the full and proper functioning of an Android Device. For the purposes of this Final Judgment, Android also includes (1) the Google Play Store and Google Play Services; (2) all other code, software, applications, APIs, and products and services provided by Google that are critical, ~~in~~as informed by the ~~determination~~views of the Technical Committee, to the full and proper functioning of the Google Play Store and Google Play Services; and (3) all code, software, applications, APIs, and other products and services that Google adds to open-source Android to implement the operating system (OS) on Pixel Devices.

~~D.~~C. "API" or "application programming interface" means a mechanism that allows different software components to communicate with each other.

~~E.~~D. "Apple" means Apple Inc., a corporation organized and existing under the laws of the State of California, headquartered in Cupertino, California, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

~~F.~~E. "Choice Screen" means a ~~selection menu for either a~~ Search Access Point Choice Screen or ~~a GSE default on a~~ Search ~~Access Point, which Plaintiffs approve~~Default Choice Screen as defined in Section IX.

~~G.~~F. "Chrome" means all code, software, applications, APIs, and other products and services included in Google's Chromium or the Chrome browser, including the open-source

application framework, libraries, runtime, and kernel which are published at http://www.chromium.org (or successor sites), and all code, software, applications, APIs, and other products and services provided by Google that are critical, ~~in~~as informed by the ~~determination~~views of the Technical Committee, to the full and proper functioning of Chromium or the Chrome browser.

~~H.~~G. "Competitor" means any provider of, or potential entrant in the provision of, a General Search Engine (GSE) or of Search Text Ads in the United States.

~~I.~~H. "Device" means any smartphone, tablet, laptop, desktop, or other device that allows a user to access general search functionality.

~~J.~~I. "Distributor" is any Person that contracts with Google to display, load, or otherwise provide access to a Google product.

J. "GenAI" or "Generative AI" is a type of artificial intelligence that creates new content including but not limited to text, images, code, classifications, and other media using machine learning models.

K. "GenAI Product" means any application, software, service, feature, tool, functionality, or product that involves or makes use of Generative AI capabilities or models. It can include GenAI Search Access Points.

~~K.~~L. "Google" means Defendant Google LLC, a limited liability company organized and existing under the laws of the State of Delaware, headquartered in Mountain View, California, its parent Alphabet Inc., their successors and assigns, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

~~L.~~M. "Google Browser" means any web browser owned by Google, including Chrome until divested.

~~M.~~N. "Google Device" means any Device manufactured or refurbished by Google, including Pixel phones and tablets.

~~N.~~O. "Google Grounding API" means ~~a~~any method ~~for connecting~~, including via API, by which foundation model output ~~to Google Search results through API.~~or a GenAI Product can connect, call, access, retrieve, or display links or information from Google's GSE.

~~O.~~P. "General Search Engine" or "GSE" means software or a service that produces links to websites and other relevant information in response to a user query or prompt. "General Search Engine" or "GSE" also has the meaning defined and used in the Court's Memorandum Opinion of August 5, 2024, ECF 1032, at 8.

~~P.~~Q. The terms "include" and "including" should be read as "including but not limited to," and any use of either word is not limited in any way to any examples provided.

R. "On-device AI" is a type of artificial intelligence (AI) model that runs on a Device instead of on a cloud server. On-device AI includes a large language model (LLM) or universal language model (ULM) stored entirely on a Device.

~~Q.~~S. "Person" or "person" means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

~~R.~~T. "Publisher" means any Person who controls the legal right to any information published or otherwise made available on any website or through any mobile app.

~~S.~~U. "Qualified Competitor" means a Competitor who meets the Plaintiffs' approved data security standards ~~set~~as recommended by the Technical Committee and agrees to regular data security and privacy audits by the Technical Committee, who makes a sufficient showing to

the Plaintiffs, in consultation with the Technical Committee, of a plan to invest and compete in the GSE and/or Search Text Ads markets, and who does not pose a risk to the national security of the United States.

~~T. "Ranking Signals" means variables that affect how all items on a Search Engine Results Page (SERP) are positioned and ranked.~~

~~U.~~V. "Search Access Point" means any software, application, interface, digital product, or service where a user can enter a query or prompt and, in response to at least some user queries or prompts, receive (or be directed to a place to receive) a response that includes information from a GSE~~.~~, including links to websites. Search Access Points include OS-level Search Access Points ~~(e.g., widgets),~~ browsers (including Search Access Points within browsers such as browser address bars), ~~and~~ search apps ~~as well as their widgets~~, and GenAI Products that can retrieve and display information from a GSE, including links to websites.

~~V.~~W. "Search Feature" in Google Search means any content on a SERP that is not an organic link. Search Features include images, featured snippets, hotel units, query expansion features like auto-complete, "did you mean" prompts, spelling corrections, and related searches.

~~W.~~X. "Search Index" means any databases that store and organize information about websites and their content that is crawled from the web, gathered from data feeds, or collected via partnerships, from which Google selects information to provide results to users in response to general search queries.

~~X.~~Y. "Search Text Ad" means a general search text advertisement, which is an ad that resembles an organic link on a SERP. "Search Text Ad" also has the meaning defined and used in the Court's Memorandum Opinion of August 5, 2024, ECF 1032, at 60, and includes Search Text Ads appearing in or in connection with Google AI Overviews.

~~Y.~~Z. "SERP" or "Search Engine Results Page" means the results provided by a search engine, in response to a user query, including links and other features and content, including from a broad index of the web. "SERP" or "Search Engine Results Page" also has the meaning defined and used in the Court's Memorandum Opinion of August 5, 2024, ECF 1032, at 19.

~~Z.~~AA. "Technical Committee" or "TC" means the five-person committee of experts appointed by the Court pursuant to ~~Section~~Paragraph X.A.

~~AA.~~BB. "User-side Data" means all data that can be obtained from users in the United States, directly through a search engine's interaction with the user's Device, including software running on that Device, by automated means. User-side Data includes information Google collects when answering commercial, tail, and local queries. User-side Data may also include ~~data sets~~datasets used to train ~~or~~(at all stages of training including pre-training and filtering, post-training, fine-~~tune~~tuning) Google's ranking and retrieval components, as well as ~~artificial intelligence~~GenAI models used for Google's ~~AI Product~~GenAI Products.

IV. PROHIBITION ON FORECLOSING OR OTHERWISE EXCLUDING COMPETITORS THROUGH CONTRACTS WITH THIRD PARTIES THAT MAINTAIN GOOGLE'S MONOPOLIES

The purposes of the ~~following~~ remedies set forth in this Section are to unfetter the monopolized markets from Google's exclusionary practices, pry open the monopolized markets to competition, remove barriers to entry, and ensure there remain no practices likely to result in unlawful monopolization of these markets and related markets in the future by prohibiting contracts that foreclose or otherwise exclude Competitors, including by raising their costs, discouraging their distribution, or depriving them of competitive access to inputs.

A. Preferential Treatment ~~and~~And Payments To Non-Apple Third Parties Prohibited: Google must not offer or provide ~~something~~anything of value to ~~a~~any non-Apple third party,

including payments ~~or other commercial terms that create an economic disincentive to compete in or enter the GSE or Search Text Ad market(s),~~ for (1) preferential treatment of a General Search Engine (GSE) or Search Access Point relative to Competitors; (2) making or maintaining any GSE as a default within a new or existing Search Access Point or for undermining, frustrating, interfering with, or in any way discouraging the use of any GSE Competitor; or (3) preinstallation, placement, or default status of any Search Access Point. This prohibition includes payments for Choice Screens (with the limited exception noted in Section IX) and preferential treatment of GSE distribution or inputs that would have the effect of disadvantaging any GSE Competitor.

~~B. Apple Search Access Points And Devices: Google must not offer or provide anything of value to Apple or offer any commercial terms that in any way creates an economic disincentive for Apple to compete in or enter the GSE or Search Text Ad markets.~~

B. Preferential Treatment And Payments To Apple Prohibited: Google must not offer or provide anything of value to Apple, including payments, for (1) preferential treatment of a General Search Engine (GSE) or Search Access Point relative to Competitors; (2) making or maintaining any GSE as a default within a new or existing Search Access Point or for undermining, frustrating, interfering with, or in any way discouraging the use of any GSE Competitor; or (3) preinstallation, placement, or default status of any Search Access Point. This prohibition includes payments for Choice Screens and preferential treatment of GSE distribution or inputs that would have the effect of disadvantaging any GSE Competitor.

C. Exclusionary Agreements ~~with~~With Publishers Prohibited: Google must not enter into a contract or other agreement, or enforce any existing agreement, with any Publisher to license data from any Publisher, website, or content creator, which provides Google exclusivity

or otherwise restricts the Publisher's ability to license or otherwise make available the data to any other GSE or ~~AI~~GenAI Product developer. This includes, for example, any agreement with a "most favored nation" or any similar provision that would require the Publisher to give Google the best terms it makes available to any other buyer or licensee.

D. Conditional Access Prohibited: Google must not condition access or terms of access to the Play Store or any other Google product on a distribution agreement for a GSE, Search Access Point, or Choice Screen; or an agreement not to distribute a Competitor's product or service. Google must not bundle, tie, comingle, or otherwise condition, a GSE or Search Access Point with any other Google product, for example, by licensing a Google product to a Distributor and including a GSE or Search Access Point license for free.

E. Revenue Share Payments Prohibited: Google must not offer or provide to any Distributor ~~anything of variable value~~any payment that is determined or calculated based on the usage of~~,~~ or revenue generated by—or any similar factor for—any particular GSE or Search Access Point (e.g., Google queries, Google Search Text Ad clicks, Google selections on a Choice Screen). For clarity, Google may make payments that are unrelated to search and are not determined or calculated based on the usage of or revenue generated by—or any similar factor for—any particular GSE or Search Access Point.

~~F. Prohibited Investments: Within thirty (30) days of entry of this Final Judgment, Google must notify Plaintiffs of any investment, holding, or interest in any Competitor, any company that controls a Search Access Point or an AI Product, or in any technologies, such as AI Products, that are potential entrants into the GSE or Search Text Ads markets or reasonably anticipated competitive threats to GSEs. Within six (6) months, Google must divest any such interest and immediately refrain from taking any action that could discourage or disincentivize~~

~~that company from developing products or services that compete with, disrupt, or disintermediate Google's GSE or Search Text Ads.~~

F. ~~Prohibited~~ Search Ad Syndication Payments: Notwithstanding any other provision, Google may make payments to entities syndicating Search Ads from Google, subject to the provisions of Paragraph VIII.E.

G. Permitted Payments: Notwithstanding any other provision, Google may make the following payments:

1. Google may pay a third-party to show ads for Search Access Points in an app store, and for offering a Search Access Point in an app store, provided that:

a) the app store includes at least three similar non-Google Search Access Points;

b) the Google Search Access Point does not receive more favorable treatment than any other similar Search Access Point; and

c) the payment complies with Paragraph IV.E.

2. Google may offer or provide payment or other valuable consideration to a consumer for utilizing Google Search, e.g., Google may pay a consumer for each search they conduct using Google Search. Google must not offer or provide anything of value, including payments, to a consumer to set Google Search as the default GSE.

~~G.~~H. Acquisitions And Investments: Google must not, without ~~the prior written consent of~~providing Prior Notification, as defined in Paragraph IV.I, to the United States and the Plaintiff States, acquire any interest in, or part of, any company; enter into a new joint venture,

partnership, or collaboration~~, including any marketing or sales agreement~~; or expand the scope of an existing joint venture, partnership, or collaboration, with any company that competes with Google in the GSE or Search Text Ads markets or any company that controls a Search Access Point or ~~query-based AI~~GenAI Product. ~~The decision whether to consent is within the sole discretion of the United States, after consultation with the Co-Plaintiff States and the Colorado Plaintiff States.~~ Nothing in this ~~provision~~Paragraph IV.H prevents any ~~State~~Plaintiff from separately investigating or challenging the legality of an acquisition, joint venture, partnership, or collaboration under applicable state or federal law.

I. Prior Notification:

1. Unless a transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the "HSR Act"), Google may not, without first providing notification to the United States and the Plaintiff States, directly or indirectly acquire (including through an asset swap agreement) any assets of or any interest, including a financial, security, loan, equity, or management interest, in any person or entity that competes with Google in the GSE or Search Text Ads markets or any company that controls a Search Access Point or Gen AI Product.

2. Google must provide the notification required by this Paragraph IV.I in the same format as, and in accordance with the instructions relating to, the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations, as amended. Such notice must also be made to the Plaintiff States. Notification must be provided at least

thirty (30) calendar days before acquiring any assets or interest, and must include, beyond the information required by the instructions, the names of the principal representatives who negotiated the transaction on behalf of each party and all management or strategic plans discussing the proposed transaction. If, within the thirty (30) calendar days following notification, representatives of the United States (after consultation with the Co-Plaintiff States and the Colorado Plaintiff States' enforcement committee), make a written request for additional information, Google may not consummate the proposed transaction until thirty (30) calendar days after submitting all requested information.

3. Early termination of the waiting periods set forth in this Paragraph IV.I may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Paragraph IV.I must be broadly construed and any ambiguity or uncertainty regarding whether to file a notice under this Paragraph IV.I must be resolved in favor of filing notice.

~~H.~~J. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. For example, Google may not make payments permitted under Paragraphs IV.A, B, E, or G with the purpose or effect of circumventing or frustrating the purposes of this Section. Complaints regarding non-compliance with this ~~provision will be reviewed in the first instance by~~ Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

V. PROHIBITION ON FORECLOSING OR OTHERWISE EXCLUDING GSE AND SEARCH TEXT AD COMPETITORS THROUGH OWNERSHIP OR CONTROL OF RELATED PRODUCTS

The purposes of the ~~following~~ remedies set forth in this Section are to unfetter the monopolized markets from Google's exclusionary practices, pry open the monopolized markets to competition, remove barriers to entry, and ensure there remain no practices likely to result in unlawful monopolization of these markets and related markets in the future by requiring Google to divest its browser Chrome and prohibiting Google from providing its search products preferential access to related products or services that it owns or controls such as its mobile operating system (e.g., Android).

A. Chrome Divestiture: Google must promptly and fully divest Chrome, along with any assets or services necessary to successfully complete the divestiture, to a buyer approved by the Plaintiffs in their sole discretion, subject to terms that the Court and Plaintiffs approve. The evaluation of any potential buyer shall include the potential buyer's proposed business and investment plans (including those for open-source project Chromium), the United States' evaluation, at its sole discretion, of any potential risks to national security, the potential buyer's plans for sharing and protecting user data included in the acquisition, and any other issues a potential buyer may present. Google may not release any other Google Browser during the term of this Final Judgment absent approval by the Court, but Google may continue to support the existing functionality of non-Chrome Google Browsers that have already been released as of March 7, 2025. Nothing in this Paragraph V.A prevents any Plaintiff from separately investigating or challenging the legality of an acquisition, joint venture, partnership, or collaboration under applicable state or federal law.

~~B. Android Divestiture Option: In lieu of adhering to the requirements of this Section V with respect to Android, Google may elect to fully divest Android, to a buyer approved by the Plaintiffs in their sole discretion, subject to terms that the Court and Plaintiffs approve. If Google chooses to retain control of Android but fails to comply with the requirements of this Section V as they apply to Android, or if compliance with or enforcement of this Final Judgment proves unadministrable or ineffective, then Plaintiffs may petition the Court to order the divestiture of Android.~~

~~C. Self-Preferencing Prohibited: Except as permitted under Section IX, Google must not use any Google-owned or operated asset (including any software, website, Device, service, dataset, algorithm, or app) to preference Google's GSE, Search Text Ads, or AI Products; undermine, frustrate, interfere with, or in any way lessen the ability of a user to discover a rival GSE or of an advertiser to discover or shift its Search Text Ad spending to a rival Search Text Ads provider; limit the competitive capabilities of a rival GSE or rival Search Text Ads provider; or otherwise impede user discovery of products or services that are competitive threats in the GSE or Search Text Ads markets. For example, Google must not use its ownership or control of Android or any other product or service to disadvantage Competitors, including prompting a user to switch the default GSE or to install or switch a Search Access Point. For the avoidance of doubt, Google must not provide itself with preferential access to Android or Google-owned apps or data as compared to the access it provides to all other GSEs and AI Products, and must not use its ownership and control of Android, or any other Google product or service, to:~~

B. ~~make any Google GSE, Search Text Ads, or AI~~Self-Preferencing Prohibited: Google must not use its ownership and control of Android, or any other Google product or service, to:

1. make any GSE, Search Access Point, GenAI Product ~~(including on-device AI)~~, or On-Device AI explicitly or implicitly mandatory on Android Devices, for example, by preventing interoperability between Android AICore~~,~~ or ~~the~~a Google Grounding API and Competitor products and services ~~or competitive threats~~ in the GSE or Search Text Ads markets;

2. reduce, prevent, or otherwise interfere with the distribution of ~~rival~~a Competitors' GSE, Search ~~Text Ads~~Access Point, or ~~AI~~GenAI Products ~~on Android Devices~~;

3. degrade any aspect of quality, including the features, functionality, or user experience, on ~~rival~~a Competitor's GSE, Search ~~Text Ads~~Access Point, or ~~AI~~GenAI Products ~~on Android Devices~~;

4. explicitly or implicitly, directly or indirectly, prevent or discourage manufacturers or other Android partners (e.g., carriers) from working with ~~Google's~~Competitors' GSE, Search ~~Text Ads~~Access Point, or ~~AI Product rivals~~GenAI Products;

5. explicitly or implicitly, directly or indirectly, punish or penalize manufacturers or other Android partners (e.g., carriers) that work with ~~Google's~~Competitors' GSE, Search ~~Text Ads~~Access Point, or ~~AI Product rivals~~GenAI Products; or

6. otherwise use its ownership and control of Android to explicitly or implicitly, directly or indirectly, force or coerce manufacturers or other Android partners (e.g., carriers) to (i) work with Google's GSE~~, Search Text Ads,~~ or ~~AI~~GenAI Products or (ii) give Google's products and

services any better treatment than given ~~Google's rivals'~~Competitors' products.

~~D.~~C. Contingent Structural Relief: In the event the remedies in this Final Judgment prove insufficient to serve their intended purposes of restoring competition or if Google attempts to or is successful in~~,~~ circumventing these remedies, then the Court may impose additional structural relief, including the divestiture of Android. ~~Five~~If, at least five (5) years after entry of this Final Judgment, if Plaintiffs demonstrate by a preponderance of the evidence that either or both monopolized markets have not experienced a substantial increase in competition, then Google shall divest Android unless Google can show by a preponderance of the evidence that its ownership or control of Android did not significantly contribute to the lack of a substantial increase in competition.

~~E.~~D. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. Complaints regarding non-compliance with this ~~provision will~~Section may be ~~reviewed in the first instance by~~referred to the TC for review in accordance with Paragraph X.C.3 below.

VI. REQUIRED DISCLOSURES OF SCALE-DEPENDENT DATA NECESSARY TO COMPETE WITH GOOGLE

~~VI.I. REQUIRED DISCLOSURES OF SCALE-DEPENDENT DATA NECESSARY TO COMPETE WITH GOOGLE~~

The purposes of ~~these~~the remedies set forth in this Section are to remove barriers to entry, pry open the monopolized markets to competition, and deprive Google of the fruits of its violations by providing Competitors access to scale-dependent data inputs—for both search and ads—that would otherwise provide Google an ongoing advantage from its exclusionary conduct. These remedies are intended to make this data available in a way that provides suitable security

and privacy safeguards for the data that Google must share. ~~Google is prohibited from using and retaining data to which access cannot be provided to Qualified Competitors on the basis of privacy or security concerns.~~

~~A.~~ Google's Search Index:

~~B.~~A. For the term of this Final Judgment, Google ~~must provide,~~ will make available, at marginal cost, ~~ongoing access to its Search Index to~~ to Qualified Competitors ~~such that it is equally available to Qualified Competitors and Google.~~ the following data related to Google's Search Index, in addition to any data made available by Google via the APIs required under Sections VII and VIII:

~~1. Google must make available, through the Search Index, all content from any Google-owned website, property, or other operated platform (e.g., all Google-owned or operated properties such as YouTube) which Google uses in its own Search Index.~~

~~2. Google must provide the Search Index with latency and reliability functionally equivalent to how Google is able to access its Seach Index.~~

1. for each document in the Google Search Index a unique identifier (DocID) and another notation sufficient to denote all the documents Google considers duplicates of each other;

2. a DocID to URL map;

3. for each DocID a set of signals, attributes, or metadata associated with each DocID that are derived in any part from User-side Data including but not limited to (A) popularity as measured by user intent and feedback systems including Navboost/Glue, (B) quality measures including authoritativeness, (C) time that the URL was first seen, (D) time that the URL was last crawled, (E) spam score, (F) device-type flag, and (G) any

other specified signal the TC recommends to be treated as significant to the ranking of search results; and

4. databases consisting of information sufficient to recreate Google's Knowledge Graph, including local information.

This information must be provided for all websites in the full Search Index Google uses for searches on Google.com or any other of its owned and operated general search products. Google must make this information available to Qualified Competitors on a periodic basis to be determined by Plaintiffs in consultation with the TC. For clarity, in each periodic update Google will provide a full set of DocIDs and associated signals for the entire then-current information in Google's Search Index. Nothing in this Section VI purports to transfer intellectual property rights of third parties to index users.

~~C.~~B. Publisher Opt-Out: Google must provide online Publishers, websites, and content creators with an easily useable mechanism to selectively opt-out of having the content of their web pages or domains used in search indexing~~;~~ or used to train or fine-tune ~~AI~~any of Google's GenAI models~~,~~ or ~~AI~~GenAI Products~~; used in retrieval-augmented generation-based tools; or displayed as AI-generated content on its SERP, and such opt-out must be applicable for~~ (on a model-by-model basis). Google ~~as well as for users of~~ must enable online Publishers, websites, and content creators to opt-out of individual GenAI Products on a product-by-product basis without affecting the ~~Search Index.~~Publisher, website, or content creator's participation or inclusion in any other Google ~~must provide for an opt-out specific to itself and each index user on a user-by-user basis and must transmit all opt-outs to index users in a useable format.~~product or feature. Google must offer content creators on Google-owned sites (all Google owned or operated properties, including YouTube) the same opt-out provided to Publishers, websites, and

content creators. Google must not retaliate against any Publisher, website, or content creator who opts-out pursuant to this ~~provision~~Paragraph VI.B.

C. User-~~side~~Side Data: For the term of this Final Judgment, Google ~~must provide~~ will make available, at marginal cost, to Qualified Competitors~~, at no cost, with access to~~ the following User-side Data on a non-discriminatory basis while safeguarding personal privacy and security~~. Any~~ , in addition to any data made available by Google via the APIs required under Sections VII and VIII:

1. User-side Data ~~that Google collects~~used to build, create, or operate the GLUE statistical model(s);

2. User-side Data used to train, build, or operate the RankEmbed model(s); and ~~uses~~

3. The User-side Data used as ~~part of~~training data for GenAI Models used in Search or any ~~of its products consistent with~~GenAI Product that can be used to access Search.

Google must make this ~~Final Judgement can presumptively be~~ data available to Qualified Competitors on a periodic basis to be determined by Plaintiffs in consultation with the TC.

D. User-Side Data Sharing Administration: Before this data specified in Paragraph VI.C is shared with Qualified Competitors ~~consistent~~, Google must use ordinary course techniques to remove any Personally Identifiable Information. Google must provide sufficient information for each dataset such that it can be reasonably understood by Qualified Competitors, including but not limited to a description of what the dataset contains, any sampling methodology used to create the dataset, and any anonymization or privacy-enhancing technique that was applied. Google will have up to six (6) months from the date of entry of this Final

Judgment to implement the technology and provide any notice necessary to comply with this Section VI, and the six-month time period will start once Plaintiffs, in consultation with ~~personal privacy and~~the TC, determine that the technology, including security~~, as Google is prohibited from using and retaining data to which access cannot be provided to Competitors on the basis of~~ and privacy ~~or security concerns~~safeguards, is fully functional.

E. Ads Data: For the term of this Final Judgment, Google must provide Qualified Competitors, at marginal cost, the following Ads Data, in addition to any data made available by Google via the APIs required under Sections VII and VIII: Ads Data used to operate, build or train AdBrain models or other models used in Ads targeting, retrieval, assessing ad relevance, bidding, auctioning (including predicted click-through rates (pCTR)), formatting, or content generation.

~~D.~~F. Ads Data Sharing Implementation: Before this data specified in Paragraph VI.E. is shared with Qualified Competitors, Google must use ordinary course techniques to remove any Personally Identifiable Information. Google must provide sufficient information for each dataset such it can be reasonably understood, including but not limited to a description of what the dataset contains, any sampling methodology used to create the dataset, and any anonymization or privacy-enhancing technique that was applied. Google will have up to six (6) months from the date of entry of this Final Judgment to implement the technology and provide any notice necessary to comply with this Section VI, and the six-month time period will start once Plaintiffs, in consultation with the TC, determine that the technology, including security and privacy safeguards, is fully functional. ~~Qualified Competitors may elect to receive real-time or daily access to the data via an API, data firehose, or data transfer, or other suitable mechanism that Google makes available to or within its own GSE.~~

~~E. Synthetic Queries: Google must permit, at no cost, Qualified Competitors to submit synthetic or simulated queries and Google must provide results in the same format as the results provided in the API required in the Section VII below. The Qualified Competitor will be entitled to log and use (in any way) Google's results, including ads and anything else that would appear on a Google SERP. The maximum number of allowable synthetic queries will be determined by the Plaintiffs in consultation with the TC.~~

~~F. Ads Data: For the term of this Final Judgment, Google must provide Qualified Competitors, at no cost, with access to all Ads Data on a non-discriminatory basis while safeguarding personal privacy and security. Any Ads Data that Google collects and uses as part of any of its products consistent with this Final Judgement can presumptively be shared with Qualified Competitors consistent with personal privacy and security, as Google is prohibited from using and retaining data to which access cannot be provided to Competitors on the basis of privacy or security concerns. Google will have up to six (6) months from the date of entry of this Final Judgment to implement the technology necessary to comply with this Section VI, and the time period will start once Plaintiffs, in consultation with the TC, determine that the technology, including security and privacy safeguards, is fully functional. Qualified Competitors may elect to receive real-time or daily access to the data via an API, data firehose, or other transfer, or other suitable mechanism that Google makes available to or within its own GSE.~~

G. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. Complaints regarding non-compliance with this ~~provision will~~Section may be ~~reviewed in the first instance by~~referred to the TC for review in accordance with Paragraph X.C.3 below.

VII. REQUIRED ~~TEMPORARY~~ SYNDICATION OF SEARCH RESULTS ~~AND ADS~~ NECESSARY TO BUILD GSE QUALITY AND SCALE OF QUALIFIED COMPETITORS

The purposes of the ~~following~~ remedies set forth in this Section are to remove barriers to entry, pry open the monopolized markets to competition, and deprive Google of the fruits of its violations by enabling Competitors to quickly erode Google's scale advantages, while also providing incentives for those rivals and entrants to transition to independence. Google may not syndicate its search results ~~or Search Text Advertising~~ except as allowed by ~~this~~ Section VII or otherwise approved by Plaintiffs.

A. Search Syndication License: Google must take steps sufficient to make available to any Qualified Competitor, at no more than the marginal cost of this syndication service, a syndication license whose term will be ten (10) years from the date the license is signed, and which ~~makes~~will require Google, via real-time API(s), to make the following information and data available in response to each query issued or submitted by a Qualified Competitor:

1. Data sufficient to understand the layout, display, slotting, and ranking of all ~~non-advertising components of its GSE,~~ items or modules on the SERP, including ~~all~~but not limited to the mainline content and sidebar content and sitelinks and snippets;

2. Ranked organic search results ~~and all~~ obtained from Google database or index, regardless of whether such web content was obtained by crawling the Internet or by other means;

3. Search ~~Features, Ranking Signals for those~~features that enable query corrections, modification, or expansion like spelling, synonyms, autocomplete, autosuggest, related search, "did you mean," "people also

ask," and any other important query rewriting features identified by the TC;

4. Local, Maps, Video, Images, and Knowledge Panel search feature content; and

5. FastSearch results (fast top organic results ~~and Search Features, and query understanding information such that a licensee is enabled to display a SERP, understand Google's ranking rationale, and~~).

The information provided pursuant to this Section must be the same as if the Qualified Competitor's query had been submitted through Google.com. It will be the Qualified Competitor's sole discretion to determine how much information to share with Google ~~modified or refined~~regarding the ~~user's query.~~end-user.

~~A.~~B. Syndication License Obligations: Google must provide the license on a non-discriminatory basis to any Qualified Competitor and may impose no restrictions on use, display, or interoperability with Search Access Points, including of ~~AI~~GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. ~~For example, licensees~~Licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated results and which syndication components to display or use and may do so in any manner they choose. Google may not place any conditions on how any licensee may use syndicated content under ~~this~~ Paragraph VII.A, nor may Google retain, or use (in any way), syndicated queries or other information it obtains under ~~this~~ Paragraph VII.A for its own products and services. For the avoidance of doubt, this Final Judgment only requires Google to provide syndication for queries that originate in the United States.

~~B.~~C. Search Syndication License Terms: The search syndication license must have the following additional features:

1. Google will make syndicated content available via an API that provides responses with latency and reliability functionally equivalent to what Google provides for its own SERP.
2. Syndication will start with significant access to the data required by Paragraph VII.A above and decline over the course of a 10-year period with an expectation that licensees will become independent of Google over time through investment in their own search capabilities. The scope of allowable syndication will be determined by the Plaintiffs in consultation with the TC.
3. Google may not consent to licensees exceeding syndication limits set by Plaintiffs, and licensees must submit to the TC audits of syndication frequency.

~~C.~~D. Contingent Search Text Ads Syndication License~~:~~ Relief: If, at least five (5) years after entry of this Final Judgment, if Plaintiffs demonstrate by a preponderance of the evidence that either or both monopolized markets have not experienced a substantial increase in competition, then Google must take steps sufficient to make available to any Qualified Competitor, at no more than the marginal cost of this syndication service, a syndication license whose term will be ~~one (1) year from the date the license is signed~~for the remainder of this Final Judgment and which makes available all components of its Search Text Ads product, including all types of Search Text Ads (including any assets, extensions, or similar Search Text Ad variations) appearing on Google's SERP or available through Google's AdSense for Search.

Google must make the purchase of ads syndicated under this Section available to advertisers on a nondiscriminatory basis comparable to Google's other Search Text Ads. For each syndicated ad result, Google must provide to the Qualified Competitor all Ads Data related to the result, provide the license on a non-discriminatory basis, and may impose no restrictions on use, display, or interoperability with Search Access Points, including of ~~AI~~GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. The Contingent Search Text Ads Syndication License relief is separate from, and in addition to, the Search Text Ads Syndication remedy provided in Paragraph VIII.E, except that the Contingent Search Text Ads Syndication License must, if implemented, comply with Paragraph VIII.E. ~~For example, licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated Search Text Ads and which syndication components to display or use and may do so in any manner they choose. Google may not place any conditions on how any licensee may use syndicated content under this Paragraph VII.B. Google may not retain or use (in any way) syndicated queries or other information it obtains under this Paragraph VII.B for its own products and services. For the avoidance of doubt, Google must only provide syndication for queries that originate in the United States.~~

~~1.~~ Synthetic Queries: Google must permit, at marginal cost, Qualified Competitors to submit synthetic or simulated queries, and Google must provide results in the same format as the results provided in the API required in this Section VII. The Qualified Competitor will be entitled to log and use (in any way) Google's results, including ads and anything else that would appear on a Google SERP. The maximum number of allowable synthetic queries will be determined by the Plaintiffs in consultation with the TC.~~Ads Syndication License Terms: The ads syndication license must have the following additional features:~~

~~a) Google must make syndicated content available via an API that provides responses with latency and reliability functionally equivalent to what Google provides for Search Text Ads displayed on its own SERP.~~

~~b) Licensees may not request syndicated ads for more than 25% of the Search Text Ads they serve for queries originating in the United States. Google may not consent to requests exceeding these syndication limits, and licensees must submit to the TC audits of syndication frequency.~~

E.

F. No Restraints On Use For Other Purposes: Google must permit, and must not limit or otherwise restrain, Qualified Competitors from using the information and services obtained under this Section VII for any purpose related to general search or general search text advertising.

~~D.~~G. Existing Syndication Agreements: The provisions of this Section VII will have no effect on any existing Google syndication agreements with third parties or on its ability to enter into syndication contracts with third parties other than Qualified Competitors, except that:

1. Google must permit any entity with an existing syndication agreement who becomes a Qualified Competitor, at the Qualified Competitor's sole discretion, to terminate its existing agreement in favor of the remedies in this Section VII.
2. Google must comply with Paragraph VII.A for all existing syndication agreements between Google and third-party GSEs by the earlier of two (2) years from the Effective Date or the term of any existing syndication contract.
3. For any existing or future Google agreements licensing or syndicating any search or search ads products to a Competitor, Google cannot:
   a) Enforce any provisions restricting use, display, or interoperability with Search Access Points, including of ~~AI~~GenAI Products,

provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. For example, licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated results and which syndication components to display or use and may do so in any manner they choose.

b) Retain or use (in any way) syndicated queries or other information it obtains from Competitors for its own products and services.

~~E.~~H. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. Complaints regarding non-compliance with this ~~provision will~~Section may be ~~reviewed in the first instance by~~referred to the TC for review in accordance with Paragraph X.C.3 below.

VIII. SEARCH TEXT AD TRANSPARENCY AND REDUCTION OF SWITCHING COSTS

~~VIII.I. SEARCH TEXT AD TRANSPARENCY AND REDUCTION OF SWITCHING COSTS~~

The purposes of the ~~following~~ remedies set forth in this Section are to reduce entry barriers, afford advertisers better data to inform product choices, and pry open the monopolized markets to competition, including by providing advertisers with information and options providing visibility into the performance and cost of their Google Search Text Ads and by providing the necessary ability to optimize their advertising, including by purchasing Search Text Ads from Google Competitors.

A. Search Query Report: For each Search Text Ad served or clicked, Google must make available to advertisers at the individual ad level for the preceding 18-month period, data

showing the query, keyword trigger, match type, cost-per-click (CPC), click-through rate (CTR), SERP positioning, ~~lifetime~~long-term value (LTV), conversion data, and any other metric necessary for the advertiser to evaluate its ad performance. This data must be made available through an API that permits advertisers to download raw data in real time, generate reports and summaries, and perform other analytical functions to assess ad spend, ad performance, and in-campaign optimization (including the ability to assess incremental clicks generated by Search Text Ads). This data must also be provided to advertisers through periodic (at least monthly) autogenerated summaries accessible through the Google ads system interface.

B. Keyword Matching: Google must make available to advertisers a keyword matching option such that, when an advertiser chooses this matching option for a given keyword, the advertiser's ad will be eligible for the ad auction only when a query's content exactly matches with no variation to the keyword selected by the advertiser. This same matching option must also be made available for use with negative keywords.

C. Access ~~to~~To Data Reports: Google must not limit the ability of advertisers to export in real time (by downloading through an interface or API access) data or information relating to their entire portfolio of ads or advertising campaigns bid on, placed through, or purchased through Google, including data relating to placement or performance (~~i.e., conversion data).~~including conversion and conversion value data). The data made available must include all of the information contained in or used by Google in its Google Analytics, Ads Data Hub, Google Ads Data Manager, BigQuery, or Store sales and visitor measurement products, on the most granular and detailed level.

D. Search Text Ads Auction Changes: On a monthly basis, Google must provide the TC and Plaintiffs a report outlining all changes made to its Search Text Ads auction in the

preceding month, provide (1) Google's public disclosure of that change or (2) a statement why no public disclosure is necessary, and further identify each change which Google considers material. Plaintiffs have the right to challenge any disclosure they deem inadequate.

E. Search Text Ads Syndication: Google must take steps sufficient to make available to any Qualified Competitor a Search Ads Syndication License whose term will be ten (10) years from the date the license is signed, providing latency, reliability, and performance functionally equivalent to what Google provides for Search Text Ads on its own SERP, and available to Qualified Competitors on financial terms no worse than those offered to any other user of Google's Search Text Ads syndication products, e.g. AdSense for Search, or any other current or future products offering syndicated Search Text Ads. It will be the Qualified Competitor's sole discretion to determine how much information to share with Google regarding the end-user. Search Text Ads syndication licenses to Qualified Competitors must include all types of Search Text Ads (including any assets, extensions, or similar Search Text Ad variations) appearing on Google's SERP or available through its syndication products. Google must make the purchase of ads syndicated under this Paragraph available to advertisers on a nondiscriminatory basis comparable to, and no more burdensome than, the availability of Google's other Search Text Ads, must include Qualified Competitors in its Search Partner Network, and must also provide advertisers the option to appear on each individual Qualified Competitor's sites on a site-by-site basis (i.e. an advertiser can choose to appear as a syndicated result on a Qualified Competitor's site regardless of whether it opts into the Search Partner Network or chooses to appear on any other site, including Google.com). For each syndicated ad result, Google must provide to the Qualified Competitor all Ads Data related to the ads provided to the Qualified Competitor, including the identity of the advertiser and CPC paid, and conversion data where available,

without restrictions on use of the Ads Data including restrictions on using it to market or solicit advertisers for the Qualified Competitors' own advertising products. For ads syndicated to Qualified Competitors, Google may impose no restrictions on use, display, or interoperability with Search Access Points, including of GenAI Products, provided, however, that Google may take reasonable steps to protect its brand, its reputation, and security. Google may not place any conditions on how any Qualified Competitor may use or display syndicated content under this Paragraph VIII.E, including on scraping, indexing, or crawling the syndicated results. For example, licensees may elect, in their sole discretion, which queries (some or all) for which they will request syndicated Search Text Ads and which syndication components to display or use and may do so in any manner they choose. Qualified Competitors must have the right to set a minimum CPC for ads syndicated under this Paragraph VIII.E to appear on their website. Google may not retain or use (in any way) syndicated queries or other information it obtains under this Paragraph VIII.E for its own products and services. For the avoidance of doubt, Google must only provide syndication for queries that originate in the United States.

~~E.~~F. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. Complaints regarding non-compliance with this ~~provision will be reviewed in the first instance by~~Section may be referred to the TC for review in accordance with Paragraph X.C.3 below.

IX. ~~LIMITATIONS~~CHOICE SCREENS ON ~~DISTRIBUTION AGREEMENTS~~EXISTING NON-APPLE DEVICES, GOOGLE DEVICES, AND ~~USER NOTIFICATION OF GSE CHOICES~~GOOGLE BROWSERS

The purposes of the ~~following~~ remedies set forth in this Section are to unfetter the markets from Google's illegal monopolization and deprive it of the fruits of its violations by

informing users, including ~~the many users~~those accustomed to Google's default status on their existing Devices and Google Devices, of ~~their~~the competitive choices for GSEs. ~~These~~The remedies in this Section are further intended to limit Google's ability to enter into or continue its anticompetitive distribution agreements.

A. Choice Screens For Google Search Access Points On Existing Non-Apple, Third-Party Devices: ~~Google must not offer or provide anything of value to any Distributor for any form of default, placement, or preinstallation distribution (including Choice Screens) related to a GSE or Search Access Point on a non-Apple, third-party Device. Google must not take any action that would undermine, frustrate, interfere with, or in any way reduce the ability of the Device or any third-party or preinstalled Search Access Point to be configured to default to or otherwise interoperate with non-Google GSEs or other competitive entrants.~~ For every Google Search Access Point that was preinstalled on a non-Apple, third-party Device under a distribution agreement before the date of entry of this Final Judgment, Google must offer the Distributor the option to display (1) a Search Access Point Choice Screen (if the Search Access Point Choice Screen includes a Google Browser as an option and the Google Browser is selected, then a Default Search Engine Choice Screen must be shown for the Google Browser) or (2) a Search Default Choice Screen (if Google has already shown a Search Default Choice Screen for another Search Access Point on that Device, Google may apply the previous selection to each Search Access Point), to any user who has Google as their default GSE on that Search Access Point~~, and for~~. For each Device displaying such Choice ~~Screen,~~Screens, the Distributor shall receive from Google ~~a fixed monthly payment~~ for the remaining life of the Device or one (1) year, whichever is shorter, a fixed monthly payment equal to the average monthly amount that Google paid to the Distributor for that Device during the shorter of the 12-month period prior to

the date of entry of this Final Judgment or the lifetime of the Device. ~~For purposes of this Paragraph, Chrome is a Google Search Access Point until it is divested.~~

~~B. Default GSEs On Non-Apple, Third-Party Search Access Points: Google must not offer or provide anything of value to any Distributor for any form of default, placement, or preinstallation distribution (including choice screens) related to making any GSE a default within a new or existing Search Access Point.~~

~~C.~~B. Choice Screens For Search Access Points On Google Devices: ~~Google must not~~On new Google Devices, Google may display a Search Access Point Choice Screen or may preinstall ~~any~~a Google Search Access Point ~~on any new Google Device. Google must not take any action that would undermine, frustrate, interfere with, or in any way reduce~~that implements a Default Search Choice Screen (if the ~~ability of the Device or any third-party or preinstalled~~ Search Access Point ~~to be configured to default to or otherwise interoperate with non-Google GSEs or other competitive entrants. On new Google Devices, Google may display Choice Screens with Search Access Points of~~ Choice Screen includes a Google Browser as an option and the Google Browser is selected, then a Default Search Engine Choice Screen must be shown for the ~~same type as options. If the user selects the Google Search Access Point from the Choice Screen, a second Choice Screen must be displayed to determine the default GSE for that Google Search Access Point.~~Google Browser). For each Search Access Point preinstalled on an existing Google Device before the date of entry of this Final Judgment, Google must (a) implement~~,~~ ~~through a software update or otherwise, a Choice Screen~~ a Default Search Choice Screen or a Search Access Point Choice Screen (if the Search Access Point Choice Screen includes a Google Browser as an option and the Google Browser is selected, then a Default Search Engine Choice Screen must be shown for the Google Browser) or (b) ~~cease providing responses from Google's~~

~~GSE to queries from that~~delete—or, if undeletable, remove the visual representation of—the Search Access Point. ~~For purposes of this Paragraph, Chrome is a Google Search Access Point until it is divested.~~

~~D.~~C. Choice Screens On Google Browsers: Google must display a Search Default Choice Screen on every new and existing instance of a Google Browser where the user has not previously affirmatively selected a default GSE for that Google Browser, including by changing the search default through the settings.

~~E.~~D. Choice ~~Screen Review By Plaintiffs And The TC~~Screens: Google must disclose each Choice Screen, the related distribution agreement, if relevant, and its plan for implementing that Choice Screen to Plaintiffs and the TC at least sixty (60) days in advance of the Choice Screen being displayed to any user. ~~Each Choice Screen must provide users with a clear choice between competing products and be designed to not preference Google, to be accessible, to be easy to use, and to minimize choice friction, based on empirical evidence of user behavior.~~ After consultation with a behavioral scientist, the TC will report to Plaintiffs whether each Choice Screen satisfies these requirements, and ultimately Plaintiffs must approve any Choice Screen offered pursuant to this Final Judgment. Plaintiffs, in consultation with the TC, may require modifications to any Choice Screen over time. ~~-~~Any choice screen provided for in this Final Judgment must be designed to not preference Google, to be accessible, to be easy to use, and to minimize choice friction, based on empirical evidence of user behavior.

1. "Search Access Point Choice Screen" means a choice screen that appears on a Device and is no more favorable to Google than a choice screen with the following characteristics (e.g., a choice screen may be randomized or

may show a Competitor in the top position every time rather than having the options appear in random order):

a) for a Google Device, five options qualify to appear on the choice screen: a single Google-owned Search Access Point, the Device's current default Search Access Point (if applicable), and the three-to-four (as applicable) consenting rival Search Access Points of the same type with the highest U.S. market shares;

b) for a non-Google Device, a single Google-owned Search Access Point and three-to-five rival Search Access Points selected by the Distributor appear as options on the choice screen;

c) the options appear in random order (1) at the device's first use, including after a factory reset; and (2) if the user has not otherwise seen the choice screen within the previous 90 days, at the device's first use on or after a fixed, yearly date coordinated across all Choice Screens; and

d) the user can return to the choice screen at any time by selecting a reasonably accessible setting.

2. "Search Default Choice Screen" means a choice screen that appears on a Search Access Point and is no more favorable to Google than a choice screen with the following characteristics (e.g., a choice screen may be randomized or may show a Competitor in the top position every time rather than having the options appear in random order):

a) for a Google Search Access Point, five options qualify to appear on the choice screen: a single Google-owned GSE, the current default search engine (if applicable), and the three-to-four (as applicable) consenting rival GSEs with the highest U.S. market shares;

b) for a non-Google Search Access Point, a single Google-owned GSE and three-to-five rival GSEs selected by the Search Access Point company appear as options on the choice screen;

c) the options appear in random order (1) at the Search Access Point's first use, including after a factory reset; (2) if the user has not otherwise seen the choice screen within the previous 90 days, at the Search Access Point's first use on or after a fixed, yearly date coordinated across all Choice Screens;

d) the GSE selected on the choice screen becomes the Search Access Point's default GSE for those user queries and prompts that result in the display of web links; and

e) the user can return to the choice screen at any time by selecting a reasonably accessible setting.

~~F.~~E. [The following provisions in this Paragraph IX.~~F~~E are proposed solely by the Colorado ~~State Plaintiffs~~Plaintiff States. Plaintiff United States and its Co-Plaintiff States do not join in proposing these remedies.] Public Education Fund: Google will fund a nationwide advertising and education program designed to inform users of the outcome of this litigation ~~and~~, the remedies in this Final Judgment ~~relating to GSE choices and disclosures of data. In order to lower~~, the ~~barrier to entry created by Google's brand recognition (ECF 1032 at 159–60) and to~~

~~increase~~ purpose of the ~~effectiveness of~~ remedies to restore competition and improve consumer choice, and the ~~Choice Screen remedy, that funding may include reasonable, short-term incentive payments to users who voluntarily choose a non-Google default GSE on a Choice Screen.~~mechanisms available to consumers to exercise choice in the selection of GSEs. The Public Education ~~Fund's creation and expenditures~~Fund will be ~~based on predicted outcomes, retrospective analyses, and testing, which~~designed to best advance the ability of consumers to make informed choices. The TC shall assess the design and funding level of the Public Education Fund for the approval of the Colorado Plaintiff States ~~will approve after consultation with the Technical Committee.~~and subsequent review of this Court. In its work, the TC shall assess the role of short-term incentive payments in achieving the goals of the Public Education Fund. Nothing in this program will limit the ability of ~~users~~consumers to change any Search Access Point or a search default on a Search Access Point, at any time as they choose.

~~G.~~F. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. Complaints regarding non-compliance with this ~~provision will~~Section may be ~~reviewed in the first instance by~~referred to the TC for review in accordance with Paragraph X.C.3 below.

X. EFFICIENT, EFFECTIVE, AND ADMINISTRABLE MONITORING AND ENFORCEMENT

The purposes of the ~~following~~ remedies set forth in this Section are to ensure the efficient, effective, and administrable monitoring and enforcement of this decree.

A. Technical Committee:

1. Within thirty (30) days of entry of this Final Judgment, the Court will appoint, pursuant to the procedures below, a five-person Technical

Committee ("TC") to assist in enforcement of and compliance with this Final Judgment.

2. The TC members must be experts in some combination of software engineering, information retrieval, artificial intelligence, economics, and behavioral science. No TC member may have a conflict of interest that could prevent them from performing their duties in a fair and unbiased manner. In addition, unless Plaintiffs specifically consent, no TC member:

   a) may have been employed in any capacity by Google or any Competitor to Google within the six-month period directly predating their appointment to the TC;

   b) may have been retained as a consulting or testifying expert by any party in this action; or

   c) may perform any work for Google or any Competitor of Google during the time that they serve on the TC and for one (1) year after ceasing to serve on the TC.

3. Within seven (7) days of entry of this Final Judgment, Plaintiff United States (after consultation with the Co-Plaintiff States), the Colorado Plaintiff States, and Google will each select one member of the TC, and a majority of those three members will then select the remaining two members. Plaintiff United States' appointee will serve as chair. The selection and approval process will be as follows:

   a) As soon as practicable after submission of this Final Judgment to the Court, the Plaintiffs as a group will identify to Google the

individuals they propose to select as their designees to the TC, and Google will identify to Plaintiffs the individual it proposes to select as its designee. No party may object to a selection on any ground other than failure to satisfy the requirements of Paragraph X.A.2 above. Any such objection must be made within ten (10) business days of the receipt of notification of selection.

b) The Plaintiffs will apply to the Court for appointment of the persons selected pursuant to Paragraph X.A.3.a) above. Any objections to the eligibility of a selected person that the parties have failed to resolve between themselves will be decided by the Court based solely on the requirements stated in Paragraph X.A.2 above.

c) As soon as practicable after their appointment by the Court, the three members of the TC selected by the Plaintiffs and Google (the "Standing Committee Members") will identify to the Plaintiffs and Google the persons that they in turn propose to select as the remaining members of the TC. The Plaintiffs and Google must not object to these selections on any grounds other than failure to satisfy the requirements of Paragraph X.A.2 above. Any such objection must be made within ten (10) business days of the receipt of notification of the selection and must be served on the other party as well as on the Standing Committee Members.

d) The Plaintiffs will apply to the Court for appointment of the persons selected by the Standing Committee Members. If the Standing Committee Members cannot agree on the fourth or fifth members of the TC, that member or members will be appointed by the Court. Any objection by Plaintiffs or Google to the eligibility of the person selected by the Standing Committee Members which the parties have failed to resolve among themselves will also be decided by the Court based solely on the requirements stated in Paragraph X.A.2 above.

4. The Standing Committee Members will serve for an initial term of thirty-six (36) months; the remaining members will serve for an initial term of thirty (30) months. At the end of a TC member's term, the party that originally selected them may, in its sole discretion, either request re-appointment by the Court to additional terms of the same length, or replace the TC member in the same manner as provided for in Paragraph X.A.3 above. In the case of the fourth and fifth members of the TC, those members will be re-appointed or replaced in the manner provided in Paragraph X.A.3 above.

5. If Plaintiffs determine that a member of the TC has failed to act diligently and consistently with the purposes of this Final Judgment, or if a member of the TC resigns, or for any other reason ceases to serve in their capacity as a member of the TC, the person or persons that originally selected the

TC member will select a replacement member in the same manner as provided for in Paragraph X.A.3 above.

6. Promptly after appointment of the TC by the Court, the Plaintiffs will enter into a Technical Committee Services Agreement ("TC Services Agreement") with each TC member that grants the rights, powers, and authorities necessary to permit the TC to perform its duties under this Final Judgment. Google must indemnify each TC member and hold them harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the TC's duties, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the TC member. The TC Services Agreements must include the following:

   a) The TC members will serve, without bond or other security, at the cost and expense of Google on such terms and conditions as the Plaintiffs approve, including the payment of reasonable fees and expenses.

   b) The TC Services Agreement will provide that each member of the TC must comply with the limitations provided for in Paragraph X.A.2 above.

7. The TC must have the following powers and duties:

   a) The TC will have the power and authority to monitor Google's compliance with its obligations under this Final Judgement.

b) The TC will have the power to ~~set~~recommend reasonable data security standards applicable to Qualified Competitors, which will be approved by the Plaintiffs.

c) The TC will have the power to evaluate Choice Screens and recommend to Plaintiffs whether they comply with this Final Judgment.

d) The TC may, on reasonable notice to Google:

(1) interview, either informally or on the record, any Google personnel, who may have their individual counsel present; any such interview will be subject to the reasonable convenience of such personnel and without restraint or interference by Google;

(2) inspect and copy any document in the possession, custody, or control of Google personnel;

(3) obtain reasonable access to any system or equipment to which Google personnel have access;

(4) obtain reasonable access to, and inspect, any physical facility, building or other premises to which Google personnel have access; and

(5) require Google personnel to provide ~~compilations of~~ documents, data and other information, and to submit reports to the TC containing such material, in such form as the TC may reasonably direct.

e) The TC will have access to Google's source code and algorithms, subject to a confidentiality agreement, as approved by the Plaintiffs and to be agreed to by the TC members pursuant to Paragraph X.A.8 below, and by any staff or consultants who may have access to the source code and algorithms. The TC may study, interrogate and interact with the source code and algorithms in order to perform its functions and duties, including the handling of complaints and other inquiries from third parties.

f) The TC will receive complaints from Google's Compliance Officer (as described in ~~Section~~Paragraph X.B below), third parties, or the Plaintiffs and handle them in the manner specified in ~~Section~~Paragraph X.C below.

g) The TC must report in writing to the Plaintiffs, initially every three (3) months for three (3) years and thereafter every six (6) months until expiration of this Final Judgment, the actions it has undertaken in performing its duties pursuant to this Final Judgment, including the identification of each business practice reviewed and any recommendations made by the TC.

h) Regardless of when reports are due, when the TC has reason to believe that there may have been a failure by Google to comply with any term of this Final Judgment, or that Google is attempting to circumvent any provision of this Final Judgment or the ~~goals~~intended purposes of this Final Judgment, the TC must

immediately notify the Plaintiffs in writing setting forth the relevant details.

i) TC members may communicate with third parties about how their complaints or inquiries might be resolved with Google, so long as the confidentiality of information obtained from Google is maintained.

j) The TC may hire at the cost and expense of Google, with prior notice to Google and subject to approval by the Plaintiffs, such staff or consultants (all of whom must meet the qualifications of ~~Section~~Paragraphs X.A.2.a-c) as are reasonably necessary for the TC to carry out its duties and responsibilities under this Final Judgement. The compensation of any person retained by the TC will be based on reasonable and customary terms commensurate with the individual's experience and responsibilities.

k) The TC must account for all reasonable expenses incurred, including agreed upon fees for the TC members' services, subject to the approval of the Plaintiffs. Google's failure to promptly pay the TC's accounted-for costs and expenses, including for agents and consultants, will constitute a violation of this Final Judgment and may result in sanctions imposed by the Court. Google may, on application to the Court, object to the reasonableness of any such fees or other expenses only if Google has conveyed such objections to the Plaintiffs and the TC within ten (10) calendar

days of receiving the invoice for such fees or other expenses. On any such application, (a) Google will bear the burden to demonstrate unreasonableness; (b) Google must establish an escrow account into which it deposits the disputed costs and expenses until the dispute is resolved; and (c) the TC members will be entitled to recover all costs incurred on such application (including reasonable attorneys' fees and costs), regardless of the Court's disposition of such application, unless the Court expressly finds that the TC's opposition to the application was without substantial justification.

l) *[The following provision in Paragraph X.A.7.l is proposed solely by the Colorado* ~~State Plaintiffs.~~*Plaintiff States. Plaintiff United States and its Co-Plaintiff States do not join in proposing this remedy.]* The TC will have the power to implement the Public Education Fund as provided for in Paragraph IX.~~F~~E above.

8. Each TC member, and any consultants or staff hired by the TC, must sign a confidentiality agreement prohibiting disclosure of any information obtained in the course of performing his or her duties as a member of the TC or as a person assisting the TC, to anyone other than another TC member or a consultant or staff hired by the TC, Google, the Plaintiffs, or the Court. All information gathered by the TC in connection with this Final Judgment and any report and recommendations prepared by the TC must be treated as Highly Confidential under the Protective Order in this

case, and must not be disclosed to any person other than another TC member or a consultant or staff hired by the TC, Google, the Plaintiffs, and the Court except as allowed by the Protective Order entered in the Action or by further order of this Court. No member of the TC may make any public statements relating to the TC's activities.

B. Internal Compliance Officer:

1. Google must designate, within thirty (30) days of entry of this Final Judgment, an employee of Google as the internal Compliance Officer with responsibility for administering Google's antitrust compliance program and helping to ensure compliance with this Final Judgment.

2. Within seven (7) days of the Compliance Officer's appointment, Google must identify to the Plaintiffs the Compliance Officer's name, business address, telephone number, and email address. Within fifteen (15) days of a vacancy in the Compliance Officer position, Google must appoint a replacement and identify to the Plaintiffs the replacement Compliance Officer's name, business address, telephone number, and email address. Google's initial or replacement appointment of the Compliance Officer is subject to the approval of the ~~United States, in its sole discretion, after consultation with the Co-Plaintiff States and the Colorado Plaintiff States~~Plaintiffs.

3. The Compliance Officer must supervise the review of Google activities to ensure that they comply with this Final Judgment. The Compliance Officer may be assisted by other employees of Google.

4. The Compliance Officer must be responsible for performing the following activities:

a) within thirty (30) days after entry of this Final Judgment, distributing a copy of the Final Judgment to all officers and employees of Google;

b) distributing a copy of this Final Judgment to any person who succeeds to a position described in Paragraph X.B.4.a above within thirty (30) days of the date the person starts that position;

c) ensuring that those persons designated in Paragraph X.B.4.a above are annually trained on the meaning and requirements of this Final Judgment and the U.S. antitrust laws and advising them that Google's legal advisors are available to confer with them regarding any question concerning compliance with this Final Judgment or the U.S. antitrust laws;

d) obtaining from each person designated in Paragraph X.B.4.a above an annual written certification that he or she: (i) has read and agrees to abide by the terms of this Final Judgment; and (ii) has been advised and understands that his or her failure to comply with this Final Judgment may result in a finding of contempt of court;

e) maintaining a record of all persons to whom a copy of this Final Judgment has been distributed and from whom the certification described in Paragraph X.B.4.d above has been obtained;

f) ensuring that all employees, and all new employees, receive a copy of this Final Judgment and receive annual training on compliance with the U.S. antitrust laws (the Compliance Officer will be responsible for approving the content, schedule, and scope of delivery of compliance training within Google with respect to: compliance with the decree itself; ~~substantive~~U.S. antitrust laws; and obligations to preserve and produce materials for use in investigations, litigations, or regulatory proceedings);

g) annually communicating to all employees that they may disclose to the Compliance Officer, without reprisal for such disclosure, information concerning any violation or potential violation of this Final Judgment or the U.S. antitrust laws by Google, and establishing a confidential avenue for any employee to report potential violations;

h) establishing and maintaining the website provided for in Paragraph X.C.2.a below;

i) receiving complaints from third parties, the TC, and the Plaintiffs concerning Google's compliance with this Final Judgment and following the appropriate procedures set forth in ~~Section~~Paragraph X.C below;

j) maintaining a record of all complaints received and action taken by Google with respect to each such complaint; and

k) ensuring employees retain all relevant documents and electronically stored information, regardless of medium or form, related to this Final Judgement and all complaints received and or action taken by Google with respect to any complaint.

5. Google must withing thirty (30) days further appoint a senior business executive, who has visibility into any Google entity with obligations under this Final Judgment, who Google will make available to update the Court on Google's compliance at regular status conferences or as otherwise ordered.

6. Google will retain (if it has not already) a licensed attorney in good standing in California to collect documents and interview employees and generally review Google's document retention practices and Google's compliance with its legal discovery obligations~~.~~ under this case and final judgment. This attorney will be retained for a term no shorter than eighteen (18) months. This attorney (and any team this attorney assembles) will present to the Audit and Compliance Committee (or any successor Board Committee) on the retention of documents and Google's compliance with its discovery obligations.

C. Voluntary Dispute Resolution:

1. Third parties may submit complaints concerning Google's compliance with this Final Judgment to the Plaintiffs, the TC, or the Compliance Officer.

2. Third parties, the TC, or Plaintiffs in their discretion may submit to the Compliance Officer any complaints concerning Google's compliance with this Final Judgment. Without in any way limiting their authority to take any other action to enforce this Final Judgment, the Plaintiffs may submit complaints to the Compliance Officer whenever doing so would be consistent with the public interest.

   a) To facilitate the communication of complaints and inquiries by parties, the Compliance Officer must place on Google's website, in a manner acceptable to the Plaintiffs, the procedures for submitting complaints. To encourage whenever possible the informal resolution of complaints and inquiries, the website must provide a mechanism for communicating complaints and inquiries to the Compliance Officer.

   b) Google has thirty (30) days after receiving a complaint to attempt to resolve or to reject it.

   c) Within thirty (30) days of receiving a complaint, the Compliance Officer must advise the TC ~~of~~and the Plaintiffs of the nature of the complaint and its disposition. The TC may then ~~take~~propose to the Plaintiffs further actions consistent with this Final Judgment, including consulting with Plaintiffs regarding the complaint.

3. The Compliance Officer, third parties, or the Plaintiffs in their discretion may submit to the TC any complaints concerning Google's compliance with this Final Judgment.

a) The TC must investigate complaints it receives and will consult with the Plaintiffs regarding its investigation. At least once during its investigation, and more often when it may help resolve complaints informally, the TC will meet with the Compliance Officer to allow Google to respond to the substance of the complaint and to determine whether the complaint can be resolved without further proceedings.

b) ~~If the TC concludes that a complaint is meritorious, it~~Following its investigation, the TC will advise Google and the Plaintiffs of its conclusion and its proposal for cure.

c) Reports and recommendations from the TC may be received into evidence by the Court in connection with any effort by any Plaintiff to enforce this Final Judgment but must not be otherwise made available in any other court or tribunal related to any other matter. No member of the TC will be required to testify by deposition, in court, or before any other tribunal regarding any matter related to this Final Judgment.

d) The TC may preserve the anonymity of any third-party complainant where it deems it appropriate to do so upon the request of the Plaintiffs or the third party, or in its discretion.

D. Compliance Inspection:

1. Without in any way limiting the sovereign enforcement authority of each of the Colorado Plaintiff States, the Colorado Plaintiff States will form a

committee to coordinate their enforcement of this Final Judgment. Neither a Co-Plaintiff State nor a Colorado Plaintiff State may take any action to enforce this Final Judgment without first consulting with the United States and with the Colorado Plaintiff States' enforcement committee.

2. For the purposes of determining or securing compliance with this Final Judgment or of determining whether this Final Judgment should be modified or vacated, upon written request of an authorized representative of the Assistant Attorney General for the Antitrust Division (after consultation with the Co-Plaintiff States and the Colorado Plaintiff States' enforcement committee) or of the Attorney General of a Co-Plaintiff State or the Attorney General of a Colorado Plaintiff State (after consultation with the United States and the Colorado Plaintiff States' enforcement committee), as the case may be, and reasonable notice to Google, Google must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by any Plaintiff:

   a) to have access during Google's office hours to inspect and copy, or at the option of the Plaintiff, to require Google to provide electronic copies of all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Google relating to any matters contained in this Final Judgment; and

   b) to interview, either informally or on the record, Google's officers, employees, or agents, who may have their individual counsel

present, relating to any matters contained in this Final Judgment. The interviews must be subject to the reasonable convenience of the interviewee and without restraint or interference by Google.

3. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division (after consultation with the Co-Plaintiff States and the Colorado Plaintiff States' enforcement committee) or of the Attorney General of a Co-Plaintiff State or the Attorney General of a Colorado Plaintiff State (after consultation with the United States and the Plaintiff States' enforcement committee), Google must submit written reports or respond to written interrogatories, under oath if requested, relating to any matters contained in this Final Judgment.

E. Anti-Retaliation: Google must not retaliate in any form against a person because it is known to Google that the person is or is contemplating:

1. developing, distributing, promoting, syndicating, using, selling, offering, or licensing any product or service that competes with—or facilitates competition with—a Google-affiliated GSE or a Google-affiliated Search Text Ads product;

2. filing a complaint related to Google's compliance with this Final Judgment;

3. testifying, assisting, cooperating with, or participating in any manner in an investigation, proceeding, hearing, or litigation related to Google's compliance with this Final Judgment; or

4. exercising any of the options or alternatives provided for under this Final Judgment.

F. Anti-Circumvention: Google is enjoined from enforcing or complying with any provision in any existing or future contract, agreement, or understanding which is otherwise prohibited by this Final Judgment.

1. Google must not (i) engage in any conduct designed to replicate the effect of any behavior found by the Court to violate the Sherman Act; (ii) engage in any conduct substantially similar to conduct prohibited by another Section of this Final Judgment or designed to evade any obligation imposed by this Final Judgment; or (iii) engage in any conduct with the purpose or effect of evading or frustrating the intended purposes of ~~this Final Judgment, as stated throughout~~ this Final Judgment.

~~1. If Google is found liable in any federal court for a violation of the antitrust laws involving GSE or Search Text Ads, the Court may, upon judicial notice of the liability finding, automatically order the structural relief provided for in Paragraph V.D above.~~

2. For the avoidance of doubt, the provisions in this ~~Section~~Paragraph X.F are worldwide in scope and are applicable to Google's conduct or contracts regardless of where it occurred or purports to apply.

G. No Circumvention ~~of~~Of This Section's Purposes: Google may not undertake any action or omission with the purpose or effect of circumventing ~~these provisions~~ or frustrating the purposes of this Section~~.~~ or any of its provisions. Complaints regarding non-compliance with this ~~provision will~~Section may be ~~reviewed in the first instance by~~referred to the TC for review in accordance with Paragraph X.C.3 ~~above~~below.

XI. RETENTION OF JURISDICTION AND ENFORCEMENT OF FINAL JUDGMENT

A. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of ~~the~~its provisions ~~hereof~~ (including an order ~~divesting~~to divest any relevant Google business), for the enforcement of compliance ~~herewith~~with this Final Judgment, and for the punishment of any violation ~~hereof~~of this Final Judgment. In any motion to modify this Final Judgment, Plaintiffs need not show any change in circumstances, but need only demonstrate that modification is necessary to achieve the ~~ultimate goals~~intended purposes of this Final Judgment to restore competition in the monopolized markets. In any action to enforce this Final Judgment, Google must show by a preponderance of the evidence that its actions are in compliance with this Final Judgment.

B. The Court may act *sua sponte* to issue orders or directions for the construction or carrying out of this Final Judgment, for the enforcement of compliance ~~therewith~~, and for the punishment of any violation ~~thereof~~.

C. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the U.S. antitrust laws and to restore the competition the Court found was harmed by Google's illegal conduct.

D. For a period of four (4) years following the expiration of this Final Judgment, if any Plaintiff has evidence that Google violated this Final Judgment before it expired, that Plaintiff may file an action against Google in this Court requesting that the Court order (1) Google to comply with the terms of this Final Judgment for an additional term of at least four

(4) years following the filing of the enforcement action; (2) all appropriate contempt remedies; and (3) additional relief needed to ensure Google complies with the terms of this Final Judgment.

E. In connection with a successful effort by any Plaintiff to enforce this Final Judgment against Google, whether litigated or resolved before litigation, Plaintiff may request that the Court order Google to reimburse that Plaintiff for the fees and expenses of its attorneys, as well as all other costs, including experts' fees, incurred in connection with that effort to enforce this Final Judgment, including in the investigation of the potential violation.

XII. EFFECTIVE DATE AND EXPIRATION OF FINAL JUDGMENT

This Final Judgment will take effect thirty (30) days after the date on which it is entered~~,~~ (the "Effective Date"), and Plaintiffs must report the date on which Google has substantially implemented all provisions of this Final Judgment ~~(the "Effective Date").~~ Unless the Court grants an extension or early termination is granted, this Final Judgment will expire ten (10) years from the Effective Date. This Final Judgment may be terminated upon notice by the United States (after consultation with the Co-Plaintiff States), the Colorado Plaintiff States' enforcement committee, and Google that continuation of this Final Judgment is no longer necessary to restore competition in the monopolized markets. Alternatively, if Google has ~~substantially~~ complied with all terms of this Final Judgment for at least the preceding five (5) years and if Google's Competitors' combined market share in U.S. GSEs, as measured by the six-month moving medians of two industry standards, agreed upon by Google and the Plaintiffs, is greater than 50% (excluding all syndicated queries), Google may petition the Court to terminate this Final Judgment on the grounds that competition in both relevant markets has increased so substantially that this Final Judgment is no longer needed.

XIII. THIRD-PARTY RIGHTS

Nothing in this Final Judgment is intended to confer upon any other persons any rights or remedies of any nature whatsoever ~~hereunder~~ or by reason of this Final Judgment other than the right to submit complaints to the Compliance Officer and the TC.

XIV. FEES AND COSTS

Plaintiffs are prevailing parties in this litigation. Google is ordered to pay Plaintiff United States' ~~reasonable attorneys' fees and~~ costs, the Co-Plaintiff States' reasonable attorneys' fees and costs, and the Colorado Plaintiff States' reasonable attorneys' fees and costs.

Date: _____

_____
Judge Amit Mehta
United States District Judge