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8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of:)
11) CASE NO.:
12) DEPT NO.:
13)
14)
15) Respondent.) **BUSINESS COURT REQUESTED**
16) **ARBITRATION EXEMPTION—Action in Equity**

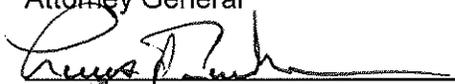
17 **ASSURANCE OF VOLUNTARY COMPLIANCE**

18 COMES NOW the State of Nevada, by and through Attorney General, Catherine Cortez Masto,
19 and her Senior Deputy Attorney General, Lucas J. Tucker, and GOOGLE, INC., by and through its local
20 counsel, McDonald Carano Wilson, and, having resolved the matters between them, hereby submit and
21 consent to the terms of the attached Assurance of Voluntary Compliance, pursuant to NRS 598.0995.

22 DATED this 18th day of November 2013.

23 CATHERINE CORTEZ MASTO
24 Attorney General

25 By:

26 
27 LUCAS J. TUCKER
28 Senior Deputy Attorney General
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By:


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Local Counsel for Google, Inc.

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Attorneys for Plaintiff, State of Nevada

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of:)
GOOGLE INC.) CASE NO.:
Respondent.) DEPT NO.:
BUSINESS COURT REQUESTED
ARBITRATION EXEMPTION—Action in Equity

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance")¹ is entered into by the Attorneys General of the States of Alabama, Arizona, Arkansas, California, Connecticut², Florida, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, and Wisconsin as well as the District of Columbia and Google Inc. (hereinafter "Google"), without trial or adjudication on any issue of fact or law, and without admission of any wrongdoing or violation of law.

I. DEFINITIONS

For the purposes of this Assurance, the following definitions shall apply:

¹ This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

² For ease of reference purposes, this entire group will be referred to collectively herein as the "Attorneys General" or individually as "Attorney General." Such designations, however, as they pertain to Connecticut, shall refer to the Commissioner of Consumer Protection.

1. "Any" shall be construed as synonymous with "every" and "all" and shall be all-inclusive.
2. "Browser" shall mean a standalone desktop or mobile software application that allows users to enter URLs and navigate to and display web pages.
3. "Cookie" shall mean a string of characters sent in the HTTP Set-Cookie Header by a website or service intended to be sent back by the Browser to the website or service in the Cookie Header.
4. "Covered Conduct" shall mean:
 - a. Google's posting of information regarding Apple Inc.'s Safari Browser, stating that "Safari is set by default to block all third-party cookies. If you have not changed those settings, this option effectively accomplishes the same thing as setting the opt-out cookie," or any similar statement to that effect; and
 - b. Google's placement of Cookies on Safari Browsers from June 1, 2011 through February 15, 2012.
5. "Effective Date" shall mean the date when Google has received counterpart signature pages from each of the Attorneys General.
6. "Google" shall mean Google Inc., a Delaware corporation with its principal office or place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043.
7. "State" or "States" shall mean the States entering into this Assurance, either in the singular or collectively. The "Executive Committee of the Multistate" or "MSEC" shall refer to a committee of states that was led by Maryland and was also comprised of Connecticut, Florida, Illinois, Ohio, New Jersey, New York, Texas, Vermont and Washington.

II. APPLICATION

8. The provisions of this Assurance shall apply to Google and its successors, assignees, merged or acquired entities, parent or controlling entities, and subsidiaries in which Google has a majority ownership interest.
9. The provisions of this Assurance shall apply to Google in connection with offering and/or providing any products and/or services to the States' consumers.

III. REQUIREMENTS

10. Google shall not employ HTTP Form POST functionality that uses javascript to submit a form without affirmative user action for the purpose of overriding a Browser's Cookie-blocking settings so that it may place an HTTP Cookie on such Browser, without that user's prior consent. Nothing herein shall prevent Google from taking any of the foregoing actions for the purpose of detecting, preventing or

1 otherwise addressing fraud, security or technical issues, or protecting against harm
2 to the rights, property or safety of Google, its users or the public as required or
3 permitted by law. As used herein, "technical issues" shall be defined as matters
4 necessarily incident to the rendition of services requested by a user or to the
5 protection of the rights or property of the provider of that service.

6 If an Attorney General determines that Google has not complied with the terms of
7 this provision, and if, at the Attorney General's sole discretion, it determines that
8 the failure to comply does not present an immediate threat to the health or safety of
9 the citizens of the Attorney General's State, the Attorney General shall not bring
10 any action to enforce this provision without first providing Google with fourteen (14)
11 days' written notice in accordance with Paragraph 20 that identifies with
12 particularity the conduct that is alleged to violate this Assurance.

- 13
- 14 11. Google shall neither misrepresent a material fact, nor omit to state a material fact
15 necessary in order to make the statements made, in light of the circumstances
16 under which they are made, not misleading, regarding how consumers can use
17 Google's Ads Settings tool or any other Google product, service or tool to directly
18 manage how Google serves advertisements to their Browsers.

19 If an Attorney General determines that Google has not complied with the terms of
20 this provision, and if, at the Attorney General's sole discretion, it determines that
21 the failure to comply does not present an immediate threat to the health or safety of
22 the citizens of the Attorney General's State, the Attorney General shall not bring
23 any action to enforce this provision without first providing Google with fourteen (14)
24 days' written notice in accordance with Paragraph 20 that identifies with
25 particularity the conduct that is alleged to violate this Assurance.

26 Nothing herein shall operate to restrict an Attorney General's ability to enforce its
27 own laws regarding misrepresentation or deceptive trade practices.

- 28 12. Google shall, for a period of no less than five (5) years from the Effective Date,
provide a separate stand-alone page or pages on the Google.com domain
designed to give information to users about Cookies (the "Cookie Page"). The
Cookie Page shall be posted no later than ninety (90) days from the Effective Date
and its contents shall include, and be designed to inform an ordinary consumer
about:

- i. what Cookies are;
- ii. the general purposes for which Google may use Cookies; and
- iii. how users can manage Cookies.

Google shall maintain a hyperlink to the Cookie Page on the web page that Google
uses to set forth its privacy policy. The hyperlink shall be entitled "Cookies," "What
You Need To Know About Cookies," or some similar title that contains the word
"Cookies," and be designed to inform consumers that the Cookie Page will provide
them with the information about Cookies specified in this paragraph. The hyperlink
to the Cookie Page shall also be contained on other pages within Google's Help
Center that Google identifies as reasonably related. The hyperlink required under
this paragraph shall be of a type, size, and location, and contrast highly with the

1 background on which it appears, so that it will be sufficiently noticeable for an
2 ordinary consumer.

- 3 13. Google shall maintain systems configured to instruct Safari brand web Browsers to
4 expire any Cookie placed from the doubleclick.net domain by Google through
5 February 15, 2012 if those systems encounter such a Cookie, with the exception of
6 the DoubleClick opt-out Cookie. Such systems shall remain in place until February
7 15, 2014, at which time all Cookies placed from the doubleclick.net domain by
8 Google on Safari brand web Browsers through February 15, 2012 should have
9 expired by design.

10 **IV. PAYMENT TO THE STATES**

- 11 14. Google shall pay Seventeen Million Dollars (\$17,000,000.00) to be divided and
12 paid by Google directly to each of the Attorneys General in an amount to be
13 designated by and in the sole discretion of the MSEC. Each of the Attorneys
14 General agrees that the MSEC has the authority to designate such amount to be
15 paid by Google to each Attorney General and to provide Google with instructions
16 for the payments to be distributed under this paragraph. Payment shall be made
17 no later than thirty (30) days after the Effective Date and receipt of payment
18 instructions by Google from the MSEC, except where state law requires judicial or
19 other approval of the Assurance, in which case payment shall be made no later
20 than thirty (30) days after notice from an Attorney General that such final approval
21 for the Assurance has been secured.

22 Said payment shall be used by the Attorneys General for such purposes that may
23 include, but are not limited to civil penalties, attorneys' fees, and other costs of
24 investigation and litigation, or to be placed in, or applied to, the consumer
25 protection law enforcement fund, including future consumer protection or privacy
26 enforcement, consumer education, litigation or local consumer aid fund or revolving
27 fund, used to defray the costs of the inquiry leading hereto, or for other uses
28 permitted by state law, at the sole discretion of the Attorneys General.

29 **V. RELEASE**

- 30 15. A. By execution of this Assurance, the Attorneys General, on behalf of their
31 respective States, release and forever discharge Google and its affiliates, and their
32 respective directors, officers, employees, agents, representatives, successors,
33 predecessors, and assigns ("Released Parties"), from the following: all civil claims,
34 causes of action, damages, restitution, fines, costs, and penalties that the States
35 could have asserted against the Released Parties under each State's consumer
36 protection statute or applicable computer abuse statute set forth in Appendix A
37 resulting from the Covered Conduct up to and including the Effective Date, whether
38 known or unknown, foreseen or unforeseen (collectively, the "Released Claims").
39 Nothing contained in this paragraph shall be construed to limit the ability of an
40 Attorney General to enforce the obligations of this Assurance.

41 B. Released Claims do not include any claims based on: (i) any civil or
42 administrative liability that any person and/or entity, including Released Parties,

1 has or may have to any of the States not expressly covered by the release in
2 Paragraph 15.A. above, including, but not limited to any and all claims of State or
3 federal antitrust violations; (ii) any liability under the States' above-cited law(s)
4 which any person and/or entity, including Released Parties, has or may have to
5 any individual consumers; or (iii) any criminal liability that any person and/or entity,
6 including Released Parties, has or may have to the States.

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VI. GENERAL PROVISIONS

16. This Assurance is for settlement purposes only, and to the fullest extent permitted by law neither the fact of, nor any provision contained in, this Assurance, nor any action taken hereunder, shall constitute or be construed as any admission of the validity of any claim or any fact alleged in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Parties or admission by any Released Parties of the validity or lack thereof of any claim, allegation, or defense asserted in any other action. Google denies any and all liability for the Covered Conduct.
17. This Assurance represents the full and complete terms of the settlement entered by the Parties hereto.
18. All Parties participated in the drafting of this Assurance.
19. This Assurance may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.
20. All Notices under this Assurance shall be provided to the following addresses via Electronic and Overnight Mail:

For the Attorneys General:

See Appendix B.

For Google:

Kent Walker
Senior Vice President & General Counsel
1600 Amphitheatre Parkway
Mountain View, CA 94043
kentwalker@google.com

and

Michael Rubin
Wilson Sonsini Goodrich & Rosati
One Market Street, Suite 3400
San Francisco, CA 94105
mrubin@wsgr.com.

- 1 21. Nothing in this Assurance shall be construed as relieving Google of the obligation
2 to comply with all state and federal laws, regulations or rules applicable to it, nor
3 shall any of the provisions of this Assurance be deemed to be permission to
4 engage in any acts or practices prohibited by such laws, regulations, or rules.
- 5 22. The Parties understand and agree that this Assurance shall not be construed as an
6 approval of or sanction by the Attorneys General of Google's business practices,
7 nor shall Google represent otherwise. The Parties further understand and agree
8 that any failure by the Attorneys General to take any action in response to any
9 information submitted pursuant to the Assurance shall not be construed as an
10 approval, or sanction, of any representations, acts or practices indicated by such
11 information, nor shall it preclude action thereon at a later date.
- 12 23. This Assurance may be enforced only by the parties hereto. Nothing in this
13 Assurance shall provide any rights or permit any person or entity not a party
14 hereto, including any state or attorney general not a party hereto, to enforce any
15 provision of this Assurance. No person or entity not a signatory hereto is a third
16 party beneficiary of this Assurance. Nothing in this Assurance shall be construed
17 to affect, limit, alter or assist any private right of action that a consumer may hold
18 against Google.
- 19 24. Time shall be of the essence with respect to each provision of this Assurance,
20 including, but not limited to, those that require action to be taken by Google within a
21 stated period or upon a specific date.
- 22 25. Google shall not participate, directly or indirectly, in any activity, or form a separate
23 entity or corporation, for the purpose of engaging in acts or practices in whole or in
24 part in the States which are prohibited in this Assurance or for any other purpose
25 which would otherwise circumvent any part of this Assurance.

26 **FOR THE NEVADA ATTORNEY GENERAL:**

27 SUBMITTED BY:

28 CATHERINE CORTEZ MASTO
Attorney General

By:


LUCAS J. TUCKER
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FOR GOOGLE INC.



KENT WALKER
Senior Vice President & General Counsel
Google Inc.

Date: 11-13-13