

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
THE PEOPLE OF THE STATE OF NEW YORK,
by Letitia James, Attorney General of the
State of New York,

Petitioner,

-against-

Index No. _____
IAS Part _____

GOOGLE LLC,
a limited liability company,

Hon. _____

and

CONSENT AND STIPULATION

IHEARTMEDIA, INC.

Respondents.

-----X

IT IS HEREBY ACKNOWLEDGED, STIPULATED, CONSENTED TO AND AGREED,

by and between the undersigned parties as follows:

1. Respondent GOOGLE LLC (referred to herein as, "Respondent") hereby acknowledges receipt of a copy of the Consent Order and Judgment filed contemporaneously with this Consent and Stipulation.
2. Respondent and the People of the State of New York, by Letitia James, Attorney General of the State of New York ("NYAG," together with Respondent, the "Parties") consent to the entry of the attached Consent Order and Judgment without further notice.
3. This Consent and Stipulation is entered into by Respondent of its own free and voluntary act, with full knowledge and understanding of this proceeding and the obligations imposed by the Consent Order and Judgment.

4. Within sixty (60) days of the Effective Date of the Consent Order and Judgment, Respondent shall pay to the NYAG \$1,524,621.48 for civil penalties, costs and fees.

5. Respondent shall pay \$1,524,621.48 by wire transfer payable to the "State of New York." The wire transfer shall reference this Consent and Stipulation and be addressed to the attention of Melvin L. Goldberg, Assistant Attorney General at the New York State Attorney General's Office, Bureau of Consumer Frauds and Protection, 28 Liberty Street, New York, New York 10005. A confirmatory email shall also be sent to Melvin.Goldberg@ag.ny.gov on the transfer date.

6. The NYAG has agreed to the terms of the Consent Order and Judgment based on, among other things, the representations made to the NYAG by Respondent and its counsel.

7. Respondent enters into this Consent and Stipulation consenting to the entry of the attached Consent Order and Judgment to resolve the NYAG's civil litigation against it and without admitting or denying any liability, wrongdoing or legal or factual issues alleged in the Verified Petition ("Petition").

8. Respondent represents and warrants, through the signatures below, that the terms and conditions of this Consent and Stipulation are duly approved and the execution of this Consent and Stipulation is duly authorized.

9. A facsimile or e-mail transmission and signatures received by facsimile or e-mail shall be deemed an original for purposes of this Consent and Stipulation.

10. This Consent and Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Dated: New York, New York

~~October~~ 28, 2022

November

LETTIA JAMES

Attorney General of the State of New York

Attorney for Plaintiff

By: Melvin L. Goldberg
Melvin L. Goldberg, Esq.
Bureau of Consumer Frauds & Protection
28 Liberty Street, 20th Floor
New York, New York 10005
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Lydia Parnes
Wilson Sonsini
1700 K St., N.W., Fifth Floor
Washington, D.C. 20006

By: Lee-Anne Mulholland
Lee-Anne Mulholland
Vice President
Alphabet Regulatory Response,
Investigations & Strategy

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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THE PEOPLE OF THE STATE OF NEW YORK,
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GOOGLE LLC,
a limited liability company,

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and

IHEARTMEDIA, INC.

**CONSENT ORDER &
JUDGMENT**

Respondents.

-----X

Petitioner, the People of the State of New York (“the People” or “Petitioner”), appearing through its attorney, Letitia James, Attorney General of the State of New York, by Melvin L. Goldberg, Assistant Attorney General, and Respondent, GOOGLE LLC, a limited liability company (“Defendant”), appearing through its attorney, Lydia Parnes of Wilson Sonsini, having stipulated to the entry of this Consent Order and Judgment (“Judgment”) by the Court in the contemporaneously filed Consent and Stipulation without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission or denial by GOOGLE LLC regarding any issue of law or fact alleged in the contemporaneously filed Verified Petition, and without GOOGLE LLC either admitting nor

denying any liability, and with all parties having waived their right to appeal, and the Court having considered the matter and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

I. PARTIES AND JURISDICTION

1. The People of the State of New York is the Petitioner in this case.

2. Respondent GOOGLE LLC is a Delaware limited liability company with its principal office located at 1600 Amphitheatre Parkway, Mountain View, California 94043.

3. The Court has jurisdiction over the subject matter of this action and jurisdiction over the parties to this action, and venue is proper in this Court. N.Y. CPLR §§ 302 and 509.

4. Respondent, at all relevant times, has transacted business in the State of New York, including, but not limited to, New York County.

5. This Judgment is entered pursuant to and subject to N.Y. Executive Law § 63(12) and N.Y. GBL §§ 349 and 350.

II. DEFINITIONS

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

a. “COVERED CONDUCT” shall mean any and all alleged acts or practices relating to GOOGLE LLC’s engagement of radio stations in October 2019 and January 2020 to have the stations’ on-air radio personalities record advertisements for the Pixel 4 and to disseminate those advertisements, which the New York Attorney General alleges violated N.Y. Executive Law § 63(12) and N.Y. GBL §§ 349 and 350.

b. “COVERED PRODUCT” shall mean (i) any GOOGLE LLC consumer electronic product, (ii) any GOOGLE LLC operating system for handheld devices, and (iii) any

GOOGLE LLC operating system or consumer-facing feature when marketed as part of any consumer electronic product.

c. “EFFECTIVE DATE” shall be the date the Verified Petition was filed in this Special Proceeding.

d. “ENDORSEMENT” shall mean any advertising or marketing message (including verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser, even if the views expressed by that party are identical to those of the sponsoring advertiser.

e. “ENDORSER” shall mean a person who provides an endorsement of any of GOOGLE LLC’s products or services and has been paid by GOOGLE LLC or who has any other relationship with GOOGLE LLC that might affect the weight or credibility of the endorsement, including the receipt of free products or services.

f. “GOOGLE LLC” shall mean Google LLC, a limited liability company, and its successors and assigns.

III. INJUNCTIVE RELIEF

7. The duties, responsibilities, burdens, and obligations undertaken in connection with this Judgment shall apply to GOOGLE LLC.

8. The injunctive terms contained in this Judgment are being entered pursuant to N.Y. Executive Law § 63(12) and N.Y. GBL §§ 349 and 350.

9. GOOGLE LLC, and GOOGLE LLC’s officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual

notice of this Judgment, whether acting directly or indirectly, shall, for twenty (20) years after the EFFECTIVE DATE of this Judgment:

a. In connection with the advertising, promotion, offering for sale, or sale of any COVERED PRODUCT, not make any misrepresentation, expressly or by implication:

i. That an ENDORSER has owned or used the COVERED PRODUCT; or

ii. About an ENDORSER'S experience with the COVERED PRODUCT.

10. Compliance Reports and Notices to the Attorney General: GOOGLE LLC shall make timely submissions to the New York Attorney General:

a. Two hundred and seventy (270) days after the EFFECTIVE DATE of this Judgment, and each year thereafter, for three (3) years, GOOGLE LLC must submit a compliance report, sworn under penalty of perjury, in which it must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the New York Attorney General may use to communicate with GOOGLE LLC; (b) identify all of GOOGLE LLC's businesses involved in the advertising, promotion, offering for sale, or sale of any COVERED PRODUCT by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business identified, including the COVERED PRODUCTS offered, and the means of advertising, marketing, and sales, including, if through ENDORSERS, a description of how ENDORSERS are paid or any other material connection with GOOGLE LLC; (d) describe in detail whether and how GOOGLE LLC is in compliance with each Provision of this Judgment, including a discussion of all of the changes GOOGLE LLC made to comply with the Judgment;

and (e) provide a copy of each Acknowledgment of the Judgment obtained pursuant to this Judgment, unless previously submitted to the New York Attorney General.

b. For 10 years after the EFFECTIVE DATE of this Judgment, GOOGLE LLC must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in: (a) any designated point of contact; or (b) the structure of GOOGLE LLC or any entity that GOOGLE LLC has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Judgment, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Judgment.

c. For twenty (20) years after the EFFECTIVE DATE of this Judgment, GOOGLE LLC must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against GOOGLE LLC within 14 days of its filing.

d. Any submission to the New York Attorney General required by this Judgment to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

11. **Compliance Monitoring:** For the purpose of monitoring GOOGLE LLC’s compliance with this Judgment:

a. For twenty (20) years after the EFFECTIVE DATE of this Judgment, within fourteen days of receipt of a written request from a representative of the New York Attorney General, GOOGLE LLC must submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.

b. For matters concerning this Judgment, representatives of the New York Attorney General are authorized to communicate directly with GOOGLE LLC. GOOGLE LLC must permit representatives of the New York Attorney General to interview anyone affiliated with GOOGLE LLC who has agreed to such an interview. The interviewee may have counsel present.

c. The New York Attorney General may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to GOOGLE LLC or any individual or entity affiliated with GOOGLE LLC, without the necessity of identification or prior notice. Nothing in this Judgment limits the New York Attorney General's lawful use of compulsory process, pursuant to New York State Law.

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

13. **Recordkeeping:** GOOGLE LLC must create certain records for ten years after the EFFECTIVE DATE of the Judgment, and retain each such record for five years, unless otherwise specified below. Specifically, GOOGLE LLC, for any business that GOOGLE LLC is a majority owner or controls directly or indirectly, must create and retain the following records:

- a. Accounting records showing the revenues from all COVERED PRODUCTS sold, as required under generally accepted accounting principles;
- b. Personnel records showing, for each person providing services in relation to any aspect of the Judgment, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- c. Copies or records of all consumer or other complaints concerning the subject matter of this Judgment, whether received directly or indirectly, such as through a third party, and any response;
- d. All records necessary to demonstrate full compliance with each provision of this Judgment, including all submissions to the New York Attorney General;
- e. Copies of all materials used by GOOGLE LLC to train or otherwise educate any of its principals, officers, directors, managers, employees, agents, or representatives regarding GOOGLE LLC's policies with respect to ENDORSEMENTS subject to this Judgment; and records reflecting which individuals received such training, the date(s) that the individuals received such training, and an indication of which training was provided; and
- f. For any ENDORSER of a COVERED PRODUCT who is paid by or on behalf of GOOGLE LLC for, or who is contractually obligated to provide, an ENDORSEMENT subject to this Judgment: (a) records indicating the ENDORSER's name and contact information used to communicate with the ENDORSER, or if GOOGLE LLC and its agents and representatives did not communicate directly with the ENDORSER, then the name of the ENDORSER's agent or representative and contact information used to communicate with that agent or representative; and (b) records indicating whether GOOGLE LLC or its agents or

representatives provided the ENDORSER with the endorsed COVERED PRODUCT; and (c) a copy of each unique ENDORSEMENT by the ENDORSER.

14. Acknowledgements of the Judgment:

a. GOOGLE LLC, within ten days after the EFFECTIVE DATE of this Judgment, must submit to the New York Attorney General an acknowledgment of receipt of this Judgment sworn under penalty of perjury.

b. For five years after the EFFECTIVE DATE of this Judgment, GOOGLE LLC must deliver a copy of this Judgment to: (1) all principals, officers, directors, and GOOGLE LLC managers and members; (2) all employees, agents, and representatives having managerial responsibilities for conduct related to the subject matter of the Judgment; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Reports and Notices to the Attorney General. Delivery must occur within ten days after the EFFECTIVE DATE of the FTC order, File No. 202-3092 for current personnel. For all others, delivery must occur before they assume their responsibilities.

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

IV. MONETARY PAYMENT

15. No later than sixty (60) days after the EFFECTIVE DATE, GOOGLE LLC shall pay a total of \$9,000,000.00 to be divided and paid by GOOGLE LLC directly to each Attorney's General Office participating in a similar settlement agreement in an amount designated by, and at the sole direction and discretion of, the involved state Attorney General's Offices. Accordingly, GOOGLE LLC, shall pay directly to the New York Attorney General the amount of \$1,524,621.48, as penalties, costs and fees. Payment shall be made by wire transfer,

ACH transfer, attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York”, and shall reference this Consent Order and shall be addressed to the attention of Melvin L. Goldberg, Assistant Attorney General, Bureau of Consumer Frauds and Protection, 28 Liberty Street, 20th Floor, New York, New York, 10005.

V. RELEASE

16. Following full payment of the amounts due under this Judgment, the New York Attorney General shall release and discharge GOOGLE LLC from all civil claims that it could have brought based on the known COVERED CONDUCT under the N.Y. Executive Law § 63(12), and N.Y. GBL §§ 349 and 350, or common law claims, including those concerning unfair, deceptive, or fraudulent trade practices. Nothing contained in this paragraph shall be construed to limit the ability of the New York Attorney General to enforce the obligations that GOOGLE LLC has under this Judgment.

17. Notwithstanding any term of this Judgment, any and all of the following forms of liability are specifically reserved and excluded from the release in Paragraph 16 as to any entity or person, including GOOGLE LLC:

a. Any criminal liability that any person or entity, including GOOGLE LLC, has or may have to the States.

b. Any civil or administrative liability that any person or entity, including GOOGLE LLC, has or may have to the States under any statute, regulation or rule giving rise to, any and all of the following claims:

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

18. Nothing in this Judgment shall be construed as excusing or exempting GOOGLE LLC from complying with any state or federal law, rule, or regulation, nor shall any of the provisions of this Judgment be deemed to authorize or require GOOGLE LLC to engage in any acts or practices prohibited by any law, rule, or regulation.

19. Nothing in this Judgment shall be construed to settle, release, or resolve any claims individual consumers have or may have under N.Y. Executive Law § 63(12), and N.Y. GBL §§ 349 and 350, and any common law claims individual consumers may have concerning unfair, fraudulent or deceptive trade practices, against any person and/or entity, including GOOGLE LLC.

VI. NO ADMISSION OF LIABILITY

20. **Violations of Law:** In stipulating to the entry of this Judgment, GOOGLE LLC does not admit to or deny any violation of or liability arising from any state, federal, or local law.

21. **Admissions of Fact:** GOOGLE LLC does not admit to or deny any fact alleged in the New York Attorney General's Verified Petition.

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

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

VII. GENERAL PROVISIONS

23. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Judgment after the EFFECTIVE DATE, or to compromise the authority of the New York Attorney General to initiate a proceeding for any failure to comply with this Judgment.

24. Nothing in this Judgment shall be construed to limit the authority or ability of the New York Attorney General to protect the interests of New York or the people of New York. This Judgment shall not bar the New York Attorney General or any other governmental entity from enforcing laws, regulations, or rules against GOOGLE LLC for conduct subsequent to or otherwise not covered by this Judgment. Further, nothing in this Judgment shall be construed to limit the ability of the New York Attorney General to enforce the obligations that GOOGLE LLC has under this Judgment.

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

26. GOOGLE LLC shall pay all court costs associated with the filing of this Judgment.

27. GOOGLE LLC shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Judgment or for any other purpose that would otherwise circumvent any term of this

Judgment. GOOGLE LLC shall not knowingly cause, permit, or encourage any other persons or entities acting on its behalf, to engage in practices prohibited by this Judgment.

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

29. This Judgment shall not be construed to waive any claims of sovereign immunity New York may have in any action or proceeding.

30. If any portion of this Judgment is held invalid or unenforceable, the remaining terms of this Judgment shall not be affected and shall remain in full force and effect.

31. Whenever GOOGLE LLC shall provide notice to the New York Attorney General under this Judgment, that requirement shall be satisfied by sending notice to: Melvin L. Goldberg, Assistant Attorney General, Office of the Attorney General of the State of New York, 20th Floor, 28 Liberty Street, New York, NY 10005. Any notices or other documents sent to GOOGLE LLC pursuant to this Judgment shall be sent to Google at the address it has provided. All notices or other documents to be provided under this Judgment shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Any party may update its designee or address by sending written notice to the other party informing them of the change.

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

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

34. GOOGLE LLC relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Judgment and may not seek the return of any assets.

35. The facts alleged in the Verified Petition will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the New York Attorney General to enforce [his/her] rights to any payment pursuant to this Judgment, such as a nondischargeability complaint in any bankruptcy case.

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

37. In the event of default on any obligation to make payment under this Judgment, interest, computed as if pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for 10 days beyond the date that payment is due, the entire amount will immediately become due and payable.

38. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at New York, New York, this ____ day of _____, 2022.

Hon. Justice _____

SUPREME COURT OF THE STATE OF NEW YORK
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THE PEOPLE OF THE STATE OF NEW YORK,
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IT IS HEREBY ACKNOWLEDGED, STIPULATED, CONSENTED TO AND AGREED,
by and between the undersigned parties as follows:

1. Respondent IHEARTMEDIA, INC. (referred to herein as, "Respondent") hereby
acknowledges receipt of a copy of the Consent Order and Judgment filed contemporaneously with
this Consent and Stipulation.

2. Respondent and the People of the State of New York, by Letitia James, Attorney General of
the State of New York ("NYAG," together with Respondent, the "Parties") consent to the entry of the
attached Consent Order and Judgment without further notice.

3. This Consent and Stipulation is entered into by Respondent of its own free and voluntary act,
with full knowledge and understanding of this proceeding and the obligations imposed by the
Consent Order and Judgment.

4. Within three (3) business day of execution of this Consent and Stipulation, Respondent shall pay to the NYAG \$56,766 for civil penalties, costs and fees.

5. Respondent shall pay \$56,766 by wire transfer payable to the “State of New York.” The wire transfer shall reference this Consent and Stipulation and be addressed to the attention of Melvin L. Goldberg, Assistant Attorney General at the New York State Attorney General’s Office, Bureau of Consumer Frauds and Protection, 28 Liberty Street, New York, New York 10005. A confirmatory email shall also be sent to Melvin.Goldberg@ag.ny.gov on the transfer date.

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7. Respondent enterw into this Consent and Stipulation consenting to the entry of the attached Consent Order and Judgment to resolve the NYAG’s civil litigation against it and without admitting or denying any liability, wrongdoing or legal or factual issues alleged in the Verified Petition (“Petition”).

8. Respondent represents and warrants, through the signatures below, that the terms and conditions of this Consent and Stipulation are duly approved and the execution of this Consent and Stipulation is duly authorized.

9. Respondent agrees not to take any action or to make or permit to be made any public statement denying any acts alleged in the Petition. Nothing in this paragraph affects Respondent’s: (a) testimonial obligations; or (b) right to take legal or factual positions in connection with litigation or other legal proceedings, and/or to deny allegations made by parties, other than NYAG, in other legal proceedings to which the NYAG is not a party.

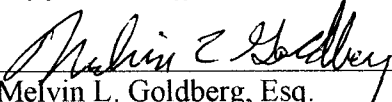
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11. This Consent and Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


Dated: New York, New York

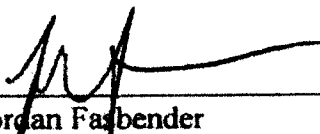
~~May 28~~ 2022
November

LETITIA JAMES
Attorney General of the State of New York
Attorney for Plaintiff

By: 
Melvin L. Goldberg, Esq.
Bureau of Consumer Frauds & Protection
28 Liberty Street, 20th Floor
New York, New York 10005
Tel.: (212) 416-8296

Attorneys for Respondent

By: 
Mercedes Kelley Tunstall
Cadwalader, Wickersham & Taft LLP
700 Sixth Street, N.W.
Washington, DC 20001

By: 
Jordan Fasbender
Executive Vice President, General
Counsel and Secretary

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Petitioner, the People of the State of the State of New York (“the People” or “Petitioner”), appearing through its attorney, Letitia James, Attorney General of the State of New York, by Melvin L. Goldberg, Assistant Attorney General, and Respondent IHEARTMEDIA, INC., a corporation (“Respondent”), appearing through its attorney, Mercedes Tunstall of Cadwalader, Wickersham & Taft LLP, having stipulated to the entry of this Consent Order & Judgment (“Judgment”) by the Court in the contemporaneously filed Consent and Stipulation without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission or denial by IHEARTMEDIA, INC. regarding any issue of law or fact alleged in the contemporaneously filed Verified Petitioner, and without IHEARTMEDIA, INC. either admitting nor denying any liability, and with all parties having waived their right to appeal, and the Court having considered the matter and good cause appearing:

IT IS HEREBY ORDERED. ADJUDGED. AND DECREED THAT:

I. PARTIES AND JURISDICTION

1. The People of the State of New York is the Petitioner in this case.
2. Respondent IHEARTMEDIA, INC. is a Delaware corporation with its principal office located at 20880 Stone Oak Parkway, San Antonio, Texas 78258.
3. The Court has jurisdiction over the subject matter of this action and jurisdiction over the parties to this action, and venue is proper in this Court. N.Y. CPLR §§ 302 and 509.
4. Respondent, at all relevant times, has transacted business in the State of New York, including, but not limited to, New York County.
5. This Judgment is entered pursuant to and subject to N.Y. Executive Law § 63(12), and N.Y. GBL §§ 349 and 350.

II. DEFINITIONS

6. For the purposes of this Judgment, the following definitions shall apply:
 - a. “COVERED CONDUCT” shall mean any and all alleged acts or practices relating to IHEARTMEDIA, INC.’s recording endorsements of the Google Pixel 4 by its on-air radio personalities and, from October 2019 through March 2020, airing those endorsements, which the New York Attorney General alleges violated N.Y. Executive Law § 63(12), and N.Y. GBL §§ 349 and 350.
 - b. “EFFECTIVE DATE” shall be _____, 2022.
 - c. “ENDORSEMENT” shall mean any advertising message (including verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser, even if the views expressed by that party are identical to those of the sponsoring advertiser.

d. “ENDORSER” shall mean the party whose opinions, beliefs, findings, or experience an ENDORSEMENT message appears to reflect, and may be an individual, group, or institution.

III. INJUNCTIVE RELIEF

7.. The duties, responsibilities, burdens, and obligations undertaken in connection with this Judgment shall apply to IHEARTMEDIA, INC.

8. The injunctive terms contained in this Judgment are being entered pursuant to N.Y. Executive Law § 63(12), and N.Y. GBL § 349.

9. IHEARTMEDIA, INC., and IHEARTMEDIA, INC.’S officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Judgment, whether acting directly or indirectly, shall:

a. Comply with N.Y. Executive Law § 63(12), and N.Y. GBL §§ 349 and 350 in connection with the advertising, promotion, offering for sale, or sale of any IHEARTMEDIA product or service in New York.

b. Comply with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Part 255, including but not limited to, ensuring that ENDORSEMENTS reflect the honest opinions, findings, beliefs, or experience of the endorser, in connection with the advertising, promotion, offering for sale, or sale of any consumer product or service in New York.

c. In connection with the advertising or promotion of any consumer product or service, not make any misrepresentation, expressly or by implication:

i. That an ENDORSER has owned or used the product or service; or

ii. About an ENDORSER’S experience with the product or service.

10.. Compliance Reports and Notices to the Attorney General: IHEARTMEDIA, INC. shall make timely submissions to the New York Attorney General:

a. One hundred eighty (180) days after the issuance date of this Judgment, and each year thereafter upon request of the New York Attorney General, for ten (10) years, IHEARTMEDIA, INC., must submit a compliance report, sworn under penalty of perjury, in which it must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the New York Attorney General may use to communicate with IHEARTMEDIA, INC.; (b) identify all of IHEARTMEDIA, INC.'s businesses by all of their names, primary telephone numbers, and primary physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, and the means of advertising, marketing, and sales; and (d) describe in detail whether and how IHEARTMEDIA, INC. is in compliance with each Provision of this Judgment, including a discussion of all of the changes IHEARTMEDIA, INC. made to comply with the Judgment; and (e) provide a copy of each Acknowledgment of the Judgment obtained pursuant to this Judgment, unless previously submitted to the New York Attorney General.

b. IHEARTMEDIA, INC. must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in: (a) any designated point of contact; or (b) the structure of IHEARTMEDIA, INC. or any entity that IHEARTMEDIA, INC. has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Judgment, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Judgment.

c. IHEARTMEDIA, INC. must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against IHEARTMEDIA, INC. within fourteen (14) days of its filing.

d. Any submission to the New York Attorney General required by this Judgment to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the

United States of America that the foregoing is true and correct. Executed on: _____”
and supplying the date, signatory’s full name, title (if applicable), and signature.

11. Compliance Monitoring: For the purposes of monitoring IHEARTMEDIA, INC.’s compliance with this Judgment:

a. Within fifteen (15) business days of receipt of a written request from a representative of the New York Attorney General, IHEARTMEDIA, INC. must submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.

b. For matters concerning this Judgment, representatives of the New York Attorney General are authorized to communicate directly with IHEARTMEDIA, INC. IHEARTMEDIA, INC. must permit representatives of the New York Attorney General to interview anyone affiliated with IHEARTMEDIA, INC. who has agreed to such an interview. The interviewee may have counsel present.

c. The New York Attorney General may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to IHEARTMEDIA, INC. or any individual or entity affiliated with IHEARTMEDIA, INC., without the necessity of identification or prior notice. Nothing in this Judgment limits the New York Attorney General’s lawful use of compulsory process, pursuant to New York State Law.

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

13. Recordkeeping: IHEARTMEDIA, INC. must create certain records for ten years after the issuance date of the Judgment, and retain each such record for five years, unless otherwise specified below. Specifically, IHEARTMEDIA, INC., for any business that IHEARTMEDIA, INC. is a majority owner or controls directly or indirectly, must create and retain the following records:

a. Accounting records showing the revenues from all advertisements or other services sold by IHEARTMEDIA, INC.;

b. Personnel records showing, for each person providing services in relation to any aspect of the Judgment, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;

c. Copies or records of all consumer or other complaints concerning the subject matter of this Judgment, whether received directly or indirectly, such as through a third party, and any response;

d. All records necessary to demonstrate full compliance with each provision of this Judgment, including all submissions to the New York Attorney General;

e. Copies of all materials used by IHEARTMEDIA, INC. to train or otherwise educate any of its principals, officers, directors, managers, employees, agents, or representatives regarding IHEARTMEDIA, INC.'s policies with respect to endorsements subject to this Judgment; and records reflecting which individuals received such training or educational materials, the date(s) that the individuals received such training or educational materials, and an indication of which training or educational materials were provided;

f. For any endorsement subject to this Judgment that is provided by Respondent or its officers, employees, representatives, agents, or independent contractors: (a) records indicating the endorser's name and contact information used to communicate with the endorser; (b) records indicating the amount(s) and value(s) of everything the endorser was paid or given in connection with the endorsement; (c) records indicating whether the

endorser was provided with the endorsed product or service; and (d) a copy of each unique endorsement by the endorser; and

g. A copy of each unique advertisement or other marketing material making a representation subject to this Judgment.

14. Acknowledgements of the Judgment:

a. IHEARTMEDIA, INC., within ten (10) days after the EFFECTIVE DATE of this Judgment, must submit to the New York Attorney General an acknowledgment of receipt of this Judgment sworn under penalty of perjury.

b. For ten years after the issuance date of this Judgment, IHEARTMEDIA, INC. must deliver a copy of this Judgment to: (1) all principals, officers, directors, and IHEARTMEDIA, INC. managers and members; (2) all employees, agents, and representatives having managerial responsibilities for conduct related to the subject matter of the Judgment; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Reports and Notices. Delivery must occur within forty-five (45) days after the EFFECTIVE DATE of this Judgment for current personnel. For all others, delivery must occur before they assume their responsibilities.

c. From each individual or entity to which IHEARTMEDIA, INC. delivered a copy of this Judgment, IHEARTMEDIA, INC. must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Judgment.

IV. MONETARY PAYMENT

15. No later than thirty (30) days after the EFFECTIVE DATE, IHEARTMEDIA, INC. shall pay a total of four hundred thousand (\$400,000) to be divided and paid by IHEARTMEDIA, INC. directly to each Attorney's General Office participating in a similar settlement agreement in an amount designated by, and at the sole direction and discretion of, the involved state Attorney General's Offices. Accordingly, IHEARTMEDIA, INC., shall pay directly to the New York Attorney General the amount of \$56,766, as penalties, costs and fees. Payment shall be made by wire transfer, ACH transfer, attorney check, corporate or certified check, or bank draft, which

shall be made payable to the “State of New York”, and shall reference this Consent Order and shall be addressed to the attention of Melvin L. Goldberg, Assistant Attorney General, Bureau of Consumer Frauds and Protection, 28 Liberty Street, 20th Floor, New York, New York, 10005.

V. RELEASE

16. Following full payment of the amounts due under this Judgment, the New York Attorney General shall release and discharge IHEARTMEDIA, INC. from all civil claims that it could have brought based on the known COVERED CONDUCT under the N.Y. Executive Law §63(12), and N.Y. GBL §§ 349 and 350. or common law claims, including those concerning unfair, deceptive, or fraudulent trade practices. Nothing contained in this paragraph shall be construed to limit the ability of the New York Attorney General to enforce the obligations that IHEARTMEDIA, INC. has under this Judgment.

17. Notwithstanding any term of this Judgment, any and all of the following forms of liability are specifically reserved and excluded from the release in Paragraph 16_as to any entity or person, including IHEARTMEDIA, INC.:

a. Any criminal liability that any person or entity, including IHEARTMEDIA, INC., has or may have to the States.

b. Any civil or administrative liability that any person or entity, including IHEARTMEDIA, INC., has or may have to the States under any statute, regulation or rule giving rise to, any and all of the following claims:

i. State or federal antitrust violations;

ii. State or federal securities violations; or

iii. State or federal tax claims.

18. Nothing in this Judgment shall be construed as excusing or exempting IHEARTMEDIA, INC. from complying with any state or federal law, rule, or regulation, nor shall any of the provisions of this Judgment be deemed to authorize or require IHEARTMEDIA, INC. to engage in any acts or practices prohibited by any law, rule, or regulation.

19. Nothing in this Judgment shall be construed to settle, release, or resolve any claims individual consumers have or may have under N.Y. Executive Law §63(12), and N.Y. GBL §§ 349 and 350. , and any common law claims individual consumers may have concerning unfair, fraudulent ore deceptive trade practices, against any person and/or entity, including IHEARTMEDIA, INC.

VI. NO ADMISSION OF LIABILITY

20. Violations of Law: In stipulating to the entry of this Judgment, IHEARTMEDIA, INC. does not admit to or deny any violation of or liability arising from any state, federal, or local law.

21.. Admissions of Fact: IHEARTMEDIA, INC. does not admit to or deny any fact alleged in the New York Attorney General’s Complaint.

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

VII. GENERAL PROVISIONS

23. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Judgment after the EFFECTIVE DATE, or to compromise the authority of the New York Attorney General to initiate a proceeding for any failure to comply with this Judgment.

24. Nothing in this Judgment shall be construed to limit the authority or ability of the New York Attorney General to protect the interests of New York or the people of New York. This Judgment shall not bar the New York Attorney General or any other governmental entity from enforcing laws, regulations, or rules against IHEARTMEDIA, INC. for conduct subsequent to or otherwise not covered by this Judgment. Further, nothing in this Judgment shall be construed to limit the ability of the New York Attorney General to enforce the obligations that IHEARTMEDIA, INC. has under this Judgment.

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

26. IHEARTMEDIA, INC. shall pay all court costs associated with the filing of this Judgment.

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

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

29. This Judgment shall not be construed to waive any claims of sovereign immunity New York may have in any action or proceeding.

30. If any portion of this Judgment is held invalid or unenforceable, the remaining terms of this Judgment shall not be affected and shall remain in full force and effect.

31. Whenever IHEARTMEDIA, INC. shall provide notice to the New York Attorney General under this Judgment, that requirement shall be satisfied by sending notice to: Melvin L. Goldberg, Assistant Attorney General], Office of the Attorney General of the State of New York, 20th Floor, 28 Liberty Street, New York, NY 10005. Any notices or other documents sent to IHEARTMEDIA, INC. pursuant to this Judgment shall be sent to the following address: [CONTACT]. All notices or other documents to be provided under this Judgment shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Any party may update its designee or address by sending written notice to the other party informing them of the change.

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

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

34. IHEARTMEDIA, INC. relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Judgment and may not seek the return of any assets.

35. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the New York Attorney General to enforce [his/her] rights to any payment pursuant to this Judgment, such as a nondischargeability complaint in any bankruptcy case.

36. The facts alleged in the Complaint establish all elements necessary to sustain an action by or on behalf of the New York Attorney General pursuant to Section 523(a)(2)(A) of the

Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Judgment will have collateral estoppel effect for such purposes.

37. In the event of default on any obligation to make payment under this Judgment, interest, computed as if pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for ten (10) days beyond the date that payment is due, the entire amount will immediately become due and payable.

38. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at New York, New York, this ____ day of _____, 2022.

Hon. Justice _____