

Google Opening Statement

April 21, 2025

United States, et al. v. Google LLC
State of Colorado, et al. v. Google LLC

Case Nos. 1:20-cv-03010 (APM) & 1:20-cv-03715 (APM)

Overview

Legal Standard and the Court's Liability Opinion

Plaintiffs' Proposed Judgment Is Disconnected from the Court's Liability Ruling and Contrary to the Law on Remedies per *Microsoft* Case Rulings

Google's Proposed Judgment Addresses the Court's Ruling and Is Consistent with Remedy Principles

Remedy Legal Standard and the Court's Liability Opinion

Remedy Legal Standard – Monopoly Maintenance



Enjoin the exclusionary acts and practices

United States v. Microsoft, 253 F.3d 34, 106–07 (D.C. Cir. 2001)



Ensure that there remain no similar practices likely to result in monopolization of the same markets in the future

United States v. Microsoft, 253 F.3d 34, 103 (D.C. Cir. 2001)



Remedies designed to terminate a monopoly are not appropriate absent a “**significant causal connection** between the conduct and the . . . maintenance of the market power.”

United States v. Microsoft, 253 F.3d 34, 106 (D.C. Cir. 2001)

Google's Superior Search Quality and Monetization Predated Conduct

Google's search quality was the best long before the distribution agreements.

United States v. Google LLC, 747 F. Supp. 3d. 1, 31, 144–45 (D.D.C. 2024)

Windows users overwhelmingly prefer Google Search even though Google has no preload or default distribution.

747 F. Supp. 3d. at 48

Google has continuously innovated in search and partners value Google's quality and monetization.

747 F. Supp. 3d. at 144

Microsoft has a history of “underinvestment in search,” and “Microsoft ‘missed’ the mobile revolution.”

747 F. Supp. 3d. at 165–66

Plaintiffs Cannot Prove the Necessary Causation to Support Their Extraordinary Remedy Proposals

Court rested its causation determination on a more “relaxed” standard – “inferring” causation by assessing whether conduct “*appears capable* of making a significant contribution to maintaining monopoly power.”

747 F. Supp. 3d 1, 152-53 (emphasis added)

Google’s Browser Agreements – No finding that any browser developer would have chosen a rival search engine as default in the but-for world

Google’s Android Agreements – No finding that any Android partner would have preloaded a rival search engine on any device in the but-for world (either exclusively or in addition to Google Search)

No Evidence of But-For World Distribution

Professors Whinston and Baker repeatedly disclaimed the need to identify a but-for world



Michael D.
Whinston,
Ph.D.
DOJ Expert

“I was really, really clear about this. So what I’ve said is that that thought exercise was designed, Your Honor, like I said yesterday, to show what the overall effect of defaults is. It was not a but-for analysis. . . . It was not competitive effects”

Trial Tr. 6088:11-20



Jonathan
Baker
Colorado
Expert

“I did not identify . . . whether there would be exclusive defaults in that but-for world, and if there were, who would have them and anything like that.”

“I have not offered an opinion about what defaults would have been reached in the but-for world absent the conduct that was at issue in this case.”

Trial Tr. 7242:17-19, 7245:25-7246:2

Court's Liability Determination “Inferred” Causation



“Anticompetitive effects analysis involves establishing a ‘causal link.’ *Microsoft*, 253 F.3d at 78. The exclusionary conduct must cause the anticompetitive harm. As here, when a regulator is seeking only injunctive relief, the standard is somewhat relaxed. See *id.* at 79. Courts may ‘infer “causation” from the fact that a defendant has engaged in anticompetitive conduct that “reasonably appear[s] capable of making a significant contribution to . . . maintaining monopoly power.”’ . . . Importantly, causation does not require but-for proof.”

Plaintiffs' Expert Economist – No But-For World



**Dr. Tasneem
Chipty**

- Q.** For purposes of your opinions in this case, you have not offered an opinion about what the but-for world would have looked like?
- A.** Well, I've adopted the Court's opinion on liability, describing that, first of all, the finding that the contracts were anti-competitive, meaning they harmed competitors, competition. And ultimately, what it means to harm competitions, harming consumers, in a significant way, in the judge's language.
- Q.** So the answer to my question is no, you have not done an analysis of the but-for world?
- A.** My analysis of remedies is predicated on the Court's finding. I have not done anything that specifically quantifies beyond that.

Plaintiffs' Proposed Final Judgment

Plaintiffs' Proposed Judgment

Divestitures: Chrome and Android, Search and Search Ads Data Disclosures/Syndication

Complete Ban on Google Competing for Distribution

Additional Remedies Disconnected from Liability Conduct

Divestiture of Chrome

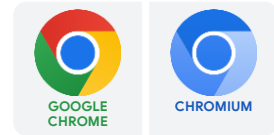
Divestiture of Chrome



Chrome Browser and Chromium Open Source Browser Code Plus . . .

- + All products and services provided by Google that are critical to the full and proper functioning of Chrome or Chromium – as “informed by the views of the Technical Committee”
- + All assets or services necessary to fully complete the divestiture – unclear who determines
- + Evaluation of any buyer shall include the buyer’s “business and investment plans” – unclear who evaluates or what standards would be used to evaluate any buyer
- + Google cannot operate any browser for 10 years

Divestiture of Chrome







1 Google as Default on Chrome Not Challenged Conduct

2 Causation Standard Not Met for Divestiture

3 The Harms Flowing from a Chrome Divestiture Outweigh the Speculative Benefits that Plaintiffs Imagine

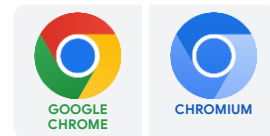
Harms Flowing from Chrome Divestiture



-  **Chrome Does Not Exist as Standalone Business**
 - Shares Google Infrastructure, Services, and Personnel That Cannot Be Divested
-  **Cannot Divest Chrome Without Harming Other Google Products and Services**
 - *E.g.*, Chrome OS and Chromebooks
-  **Divestiture Would Harm Browser Competition – No Evidence that Buyer Would Innovate Chrome or Open Source Chromium**
-  **Divestiture of Chrome Raises National Security and User Privacy Concerns**

Chromium-Based Browsers

Over 25 browsers are based on Chromium



Google Chrome



Microsoft Edge



Samsung Internet



Brave



Opera

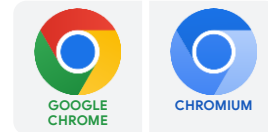


Amazon Silk



UC Browser

Plaintiffs' Speculative Effects on Search Competition



**Dr. Tasneem
Chipty**

Rebuttal Report
March 26, 2025

Table 1
Potential Google Shares in the Remedial World, Under Different Claw Back Assumptions

Access Point	Google's Share in the Actual World [1]	Assumed Clawback Rate [2]	Potential Google Share in the Remedial World		
			Low Estimate [3]	Midpoint Estimate [4]	High Estimate [5]
Defaults on user-downloaded Chrome (Mobile)	5%	20–40%	1%	1%	2%
Defaults on user-downloaded Chrome (Desktop)	15%	70–80%	11%	12%	12%

“Remedial World” Share Shift

Defaults on user-downloaded Chrome (Mobile) **3-4%**

Defaults on user-downloaded Chrome (Desktop) **3-4%**

Contingent Divestiture of Android

Contingent Divestiture of Android



- Required if remedies “*prove insufficient*” to serve intended purpose of restoring competition – who determines?
- Plaintiffs may seek Android divestiture after 5 years if they demonstrate that either or both of monopolized markets have not experienced a “*substantial increase in competition*”
- Google would have to prove its ownership of Android did not “*significantly contribute*” to the lack of a substantial increase in competition

Contingent Divestiture of Android



- ✗ **No factual or legal findings** that Google's ownership of Android contributed to the conduct at issue
- ✗ Android Open Source has always been **licensed separately** from Google Search
- ✗ Android code dependencies on other Google products and services
- ✗ Divestiture of Android would harm competition in mobile devices
- ✗ **None of Plaintiffs' experts** have offered opinions in support of this remedy and Dr. Chipty expressly does not support it

Search and Search Ads Mandated Data Disclosures and Syndication Agreements Would Result in De Facto Divestiture

Forced Data Disclosures

- ✗ **No evidence** of what minimum viable scale is necessary to compete against Google's industry leading search engine
- ✗ **No evidence** of how much scale rivals were denied as a result of Google's distribution agreements
- ✗ **No evidence** that competitors' scale would have been similar to Google's today absent the at-issue conduct
- ✗ Microsoft court **repeatedly rejected** remedies that "would work a de facto divestiture" of a firm's property and/or "cloning" of its software products

Massachusetts v. Microsoft, 373 F.3d 1199, 1219, 1228 (D.C. Cir. 2004)

Forced Disclosure of Google's Search Index

The URL for every webpage in Google's search index

- Hundreds of billions of webpages
- Over 100 million gigabytes of data
- More information than all libraries in the world

All signals and metadata associated with every webpage that are derived from user side data, including:

- Popularity score for every webpage
- Quality score for every webpage
- Spam score for every webpage
- How often the webpage is crawled
- Any other signal the Technical Committee recommends as significant to ranking

Data provided on a “periodic basis” as decided by Plaintiffs

Forced Disclosure of Google's Knowledge Graph

The databases consisting of information sufficient to recreate Google's Knowledge Graph

About

The Washington Monument is an obelisk on the National Mall in Washington, D.C., built to commemorate George Washington, a Founding Father of the United States, victorious commander-in-chief of the ... [Wikipedia](#)

Address: 2 15th St NW, Washington, DC 20024

Height: 555'

Main contractor: [United States Army Corps of Engineers](#)

Construction started: July 4, 1848

Established: October 15, 1966

Architects: [Thomas Lincoln Casey Sr.](#), [Robert Mills](#)

Engineer: [Thomas Lincoln Casey Sr.](#)

Honor: [George Washington](#) [nps.gov](#)

Cost: \$1,187,710

Status: Completed

Renovated: 1992–1993, 1998–2002, 2012–2019

Phone: (202) 426-6841

Hours: [Open](#) · Closes 5 PM ▼

Forced Disclosure of Google's Knowledge Graph

- + Google first launched Knowledge Graph in 2012
- + Google has invested billions of dollars to create and maintain Knowledge Graph
- + Today it contains over 500 billion facts about more than five billion entities
- + No evidence that user side data is used to build the Knowledge Graph

Forced Disclosure of Search User-Side Data



- ⊕ User Search Data used to build, create, or operate the Navboost-GLUE statistical models used for assessing the relevance and popularity of webpages
- ⊕ User Search Data used to train, build, or operate the RankEmbed models
- ⊕ User Search Data used as training data for GenAI models used to generate AI Overviews, AI Mode, and the Gemini app

Forced Disclosure of Ads Data



- + Ads data used to operate, build, or train AdBrain models
- + Other models used in ads targeting, retrieval, assessing ad relevance, bidding, auctioning (including click through rates), formatting, or content generation

Forced Syndication of Search Results to Competitors

- Data sufficient to understand layout, display, slotting, and ranking of all items or modules on the SERP
- Ranked organic search results
- All query-rewriting features and technologies
- Local, Maps, Video, Images, and Knowledge Panel content

Forced Search Results Syndication to Competitors

Marginal cost for 10 years – undefined reduction over 10 years as determined by Plaintiffs in consultation with Technical Committee

No restrictions on display

May cut and paste and label them as their own search results

No restriction on use

Competitor may use with other data to reverse engineer Google's trade secrets

Must provide same information as shown on Google.com

Microsoft's Agreements Protect Against IP Theft

Bing Search APIs Terms of Use

2/23/25, 9:08 AM
Microsoft Bing Search API API- All Microsoft

Bing Search APIs - Legal Information | Microsoft Bing

Bing Search API Legal Information
Applicable only for the pricing tiers F0, F1, and from S1 to S9.

When using the Services, you may not, nor may you permit third parties or your End Users to:

* * *

(e) Reverse engineer, decompile, or disassemble Services, except and only to the extent that applicable law expressly permits, despite this limitation;

(f) Use the Services to create a database or service that competes with Content received when using the Services;

* * *

(n) Copy, store, archive, or create a database of Content.

3. "User Content" means the content and related terms applicable to the services, as governed by the Azure Marketplace and <https://aka.ms/Bingsearch-supporting>.

(j) "Services" means the (i) Bing Search APIs made available through Azure Marketplace that provide access to Content, including all elements, components and executables of such APIs and (ii) documentation that Microsoft makes available under these TOU.

(k) "Standard Terms" means the separate licensing terms that accompany Microsoft products and services. Standard Terms include the agreement under which you obtained access to the Services, including the (i) Microsoft Azure Marketplace Terms and (ii) the Online Services Terms, available at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>.

Section 2. License grants.

(a) Use of the Service and Content. Expressly conditioned upon your compliance with these TOU, and during the term of these TOU, Microsoft grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to: (i) install, use, and make calls to the Services to develop, test, and support your Application and to allow End Users to use your integration of the Services within your

<https://www.microsoft.com/en-us/licenses/legal> RDX0380.001 1/10


Synthetic Queries

- Plaintiffs require Google to return search results in response to synthetic or simulated queries
- Competitor can use Google's search and ad results in response to synthetic queries however they want
- No specified limit on the volume of synthetic queries
 - Plaintiffs get to decide that in consultation with the Technical Committee

Privacy Risks With Forced Data Disclosure

Search Query Logs Pose Privacy Risks

Users can be identified through search query logs

- In 2006, AOL released 20 million search queries from 650,000 users submitted over a 3-month time period
 - Reporters and researchers were able to determine AOL user identities from the queries alone
- 
- The data that Google would be required to provide far exceeds that contained in the AOL release

Plaintiffs Have Failed to Carry Their Burden on Privacy



January 17, 2025 Status Conference

THE COURT: What safeguards are you all contemplating that would be put in place to allow a third party access to user data? . . . [Y]ou've got to have an answer to that.

MS. TRENT: We don't now because we haven't done – this is the beginning of discovery and I –

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. . . . 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 –

Plaintiffs Have Failed to Carry Their Burden on Privacy



January 17, 2025 Status Conference

MS. TRENT: And I think that's going to be done through expert analysis and expert reports that support our PFJ

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.

Plaintiffs Ultimately Determine Privacy Safeguards

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA	
UNITED STATES OF AMERICA, <i>et al.</i> , U.S. Plaintiffs,	Case No. 1:20-cv-03010-APM
v. GOOGLE LLC, Defendant.	HON. AMIT P. MEHTA
STATE OF COLORADO, <i>et al.</i> , U.S. Plaintiffs,	Case No. 1:20-cv-0715-APM
v. GOOGLE LLC, Defendant.	HON. AMIT P. MEHTA

**PLAINTIFFS' REVISED OBJECTIONS AND RESPONSES TO DEFENDANT
GOOGLE LLC'S (FOURTH SET OF INTERROGATORIES TO PLAINTIFFS)**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Local Rule 26.2(d) of the United States District Court for the District of Columbia, and the Court's Orders governing discovery, Plaintiffs provide the following revised objections and responses to Defendant Google LLC's ("Google") Fourth Set of Interrogatories to Plaintiffs. These objections and responses have been amended to incorporate changes from Plaintiffs' proposed remedy as reflected in their Revised Proposed Final Judgment. See ECF No. 1184-1.

GENERAL OBJECTIONS

1. Plaintiffs object to the Interrogatories to the extent that they attempt to impose any obligation

1

With respect to Sections VI.C and VI.E, specify the criteria that will determine whether the “security and privacy safeguards” are sufficient to provide Qualified Competitors access to User-Side Data and Ads Data, and whether such privacy and security safeguards must be at least equal to those provided by Google.

RESPONSE:

Plaintiffs cannot, *ex ante*, determine the criteria (if any beyond those already specified in the Proposed Final Judgment) to evaluate the sufficiency of security and privacy safeguards for a remedy that has not yet been imposed. **The Proposed Final Judgment envisions that Plaintiffs will work closely with the Technical Committee to evaluate the circumstances to determine when those safeguards are sufficient.** Parity with Google’s own privacy and security safeguards, as well as compliance with other relevant industry standards, would be a significant factor that Plaintiffs would consider in discharging its obligations under Paragraphs VI.D and VI.F.

Plaintiffs' Privacy Expert Offers No Opinion



**David
Evans, PhD.**
DOJ Expert

- A.** There are many ways to protect text data, and one way is to use the frequency-based method to achieve a definition similar to K-anonymity.
- Q.** That is what you propose should be done here?
- A.** I don't make any proposal as to what should be done here. I just speak to the availability of many different privacy-enhancing techniques that could be used to satisfy the requirements of the RPFJ.

Complete Ban on Google Payments for Distribution

Ban on Google Payments for Distribution

- Bars all price competition for *non-exclusive distribution* of Google Search, Chrome, Gemini
- Applies to all devices – desktop and mobile – and all forms of browser distribution whether default or otherwise
- Applies even where products are distributed on an **access-point-by-access-point** basis
- Prohibits conditioning a free license to Google Search on placement on any device

Distribution Ban Unsupported by Facts or Law

In order to “restore competition,” Plaintiffs must identify a but-for world to assess competitive effects



Michael D.
Winston,
Ph.D.

“The likely competitive effects of Google’s behavior locking up search access points through the challenged agreements is ideally estimated relative to a but-for world.”

Winston (Google) Trial Tr. 5774:14-18

Ban on all Google distribution payments without showing that rivals would have gained distribution in the but-for world does not “restore competition” – it harms it going forward

Dramatic Marketplace Intervention Requires Substantial Causation Evidence

Microsoft decree did not prevent Microsoft from competing on price or force OEMs to preload rival browsers



- D.C. Circuit in *Massachusetts v. Microsoft* rejected argument that prohibition on Windows price discounting was necessary because Microsoft will use discounts “to ensure that OEMs will not exercise whatever flexibility the remedies provide.”
- *Microsoft* final judgment did not prohibit Microsoft from paying OEMs to promote or distribute Internet Explorer

No Browser Developer or Android Partner Supports Such Draconian Restrictions



Eric Muhlheim

Mozilla CFO



Eddy Cue

Apple's SVP of Services



Jan Standal

Opera SVP Product Marketing and Communications



Frank Boulben

Chief Revenue Officer, Consumer Group



Jeffrey Ezell

AT&T VP, Business Development



Jeff Giard

VP Strategic Partnerships & Business Dev't



Jay Kim

Head of Customer Experience Office



Francois Laflamme

Chief Strategy & Marketing Officer



- With Google eliminated from any competition, rivals would naturally bid very little to win distribution
- Significantly reduced revenues will not promote search competition and would significantly harm browser and smartphone competition

Additional Proposals Disconnected from Liability Conduct

Mandatory Choice Screens

Mandatory Choice Screens

- **Pixel Devices:** not at issue in liability case
- **Chrome Browser:** Chrome default not at issue in liability case and would apply to Chrome downloaded by users on Windows and iOS

Search Text Ad Disclosures to Advertisers

Search Text Ad Disclosures to Advertisers



- ❌ **No allegation** that text ad reporting and disclosures to advertisers constituted exclusionary conduct
- ❌ **No evidence** that any of the at-issue conduct—Google distribution agreements—resulted in any particular advertising reporting practices
- ❌ **No evidence** that any other search ads platform provides the types of disclosures required by Plaintiffs' proposal

Consequences of Plaintiffs' "Ads Transparency" Proposal



- ❌ Expose individual user queries to advertisers, in conflict with the principles articulated by Plaintiffs' own privacy expert
- ❌ Require Google to provide "any other metric" necessary for an advertiser to understand its performance – a requirement that will result in endless disputes
- ❌ Risk disclosure of trade secrets underpinning Google's ads auction to competitors/advertisers

Plaintiffs' Proposed Judgment Would Harm Competition Among Generative AI Apps

Generative AI Apps Already Have Large Distribution Without Plaintiffs' Proposals



ChatGPT 550M+ worldwide downloads + Apple Intelligence



Meta AI

700M MAUs; distributed to every Facebook, Instagram, WhatsApp, and Facebook Messenger user



Copilot

Distributed to every Windows, Edge, Bing, Microsoft 365 (Office) user




Grok

Distributed to every Twitter/X user

ChatGPT Has Massive Reach






OpenAI

@OpenAI

...

ChatGPT is now integrated into Apple experiences within iOS, iPadOS, and macOS, allowing users to access ChatGPT’s capabilities right within the OS.

4:28 PM · Dec 11, 2024 · 1M Views



Sam Altman



@sama

...

the chatgpt launch 26 months ago was one of the craziest viral moments i'd ever seen, and we added one million users in five days.

we added one million users in the last hour.

2:11 PM · Mar 31, 2025 · 5.4M Views



ChatGPT	Downloads
iOS – WW	271,548,764
iOS – US	57,164,244
Android – WW	306,734,311
Android – US	16,418,638



ChatGPT: “We have what we need to win”

ChatGPT: H1 2025 Strategy

Copy shared with [REDACTED]

V4 Draft: Regular re-write until this thing is tight. Keep the comments coming; the next big revision will happen when I'm back from PTO (~Dec 2). Assumes the [HYPERLINK]

[REDACTED] heading="h1,ruuyavpfux" in] (not yet shared to company) as given. Ping [HYPERLINK "mailto:[REDACTED] in] for feedback (it's encouraged). Confidential.

[TOC lh 'u' 'z' in 't "Heading 1,1,Heading 2,2,Heading 3,3,Heading 4,4,Heading 5,5,Heading 6,6,"

Mission

OpenAI's mission is to

ChatGPT's mission is to understand you and is y

Where to play

What is ChatGPT?

ChatGPT is already more code. But it can do so much more — it can be an expert, tutor, advisor, muse, collaborator, translator, entertainer, companion, and analyzer.

In the first half of next year, we'll start evolving ChatGPT into a super-assistant: one that knows you, understands what you care about, and helps with any task that a smart, trustworthy, emotionally intelligent person with a computer could do. The timing is right. Models like o2 and o3 are finally smart enough to reliably perform agentic tasks, tools like computer use can boost ChatGPT's ability to take action, and interaction paradigms like multimodality and generative UI allow both ChatGPT and users to express themselves in the best way for the task.

What exactly is a super-assistant? It's an intelligent entity with T-shaped skills. It's an entity because it's personalized to you and available anywhere you go — including chatgpt.com, our native apps, phone, email, or third-party surfaces like Siri. It's T-shaped because it has broad skills for daily tasks that are tedious, and deep expertise for tasks that most people find impossible (starting with coding). The broad part is all about making life easier: answering a question, finding a home, contacting a lawyer, joining a gym, planning vacations, buying gifts, managing calendars, keeping track of todos, sending emails. The deep part is about

RDX0355

Highly Confidential

RDX0355.001

GLSJB00012207

We have what we need to win: one of the fastest-growing products of all time, a category-defining brand, a research lead (reasoning, multimodal), a compute lead, a world-class research team, and an increasing number of effective people with agency who are motivated to ship. We

Meta AI Has Massive Reach



zuck 01/24/25

This will be a defining year for AI. In 2025, I expect Meta AI will be the leading assistant serving more than 1 billion people. Llama 4 will become the leading state of the art model, and we'll build an AI engineer that will start contributing increasing amounts of code to our R&D efforts. To power this, Meta is building a 2GW+ datacenter that is so large it would cover a significant part of Manhattan.

“In 2025, I expect Meta AI will be the leading assistant serving more than 1 billion people . . .”



Richland Parish Data Center Site Footprint over Manhattan.

4.9K 3K 464 623

Meta

Meet Your New Assistant: Meta AI, Built With Llama 3

April 16, 2024



Topics

Company News
Technology and Innovation
Data and Privacy
Safety and Expression
Combating Misinformation
Economic Opportunity
Election Integrity
Strengthening Communities
Diversity and Inclusion

Featured News

Built with Meta Llama 3, Meta AI is one of the world's leading AI assistants, already on your phone, in your pocket for free. And it's starting to go global with more features. You can use Meta AI on Facebook, Instagram, WhatsApp and Messenger to get things done, learn, create and connect with the things that matter to you. We first announced [Meta AI](#) at last year's Connect, and now, more people around the world can interact with it in more ways than ever before.

• **Faster Images:** Meta AI's image generation is now faster, producing images as you type, so you can create album artwork for your band, decor inspiration for your apartment, animated custom GIFs and more.

Meta

Patrick Collison and Dina Powell
McCormick to Join Meta Board of
Directors
April 11, 2025

Built with Meta Llama 3, Meta AI is one of the world's leading AI assistants, already on your phone, in your pocket for free. And it's starting to go global with more features. You can use Meta AI on Facebook, Instagram, WhatsApp and Messenger to get things done, learn, create and connect with the things that matter to you. We first announced [Meta AI](#) at last year's Connect, and now, more people around the world can interact with it in more ways than ever before.

Ban on Self-Preferencing

Ban on Self-Preferencing



Cannot Use Android or Any Google Product to Self-Prefer Search, Any GenAI Product, Search Access Point, or On-Device AI

- Unrelated to Conduct At Issue
- No Liability Finding Regarding Self-Preferencing

Plaintiffs' Allegations



Setting Google Search as default in Chrome



Google Lens – a technology that allows users to image search using a camera with Google Search



Use of Google Search to ground the Google Gemini application responses



Google's use of AI Core to facilitate loading of Gemini Nano – an on-device AI model with no connection to online search

Technical Committee

The Technical Committee



- Make privacy and data security standard recommendations
- Determine whether additional search result ranking signals must be disclosed to competitors
- How often Google must “periodically update” its Search Index and User Side and Ads Data for competitors
- Determine query-rewriting features Google must disclose to competitors
- Determine actual scope of Chrome and Android divestitures

The Technical Committee



- Consult with Plaintiffs regarding the “scope of allowable syndication” required
- Consult with Plaintiffs regarding the maximum allowable synthetic queries that competitors can submit to Google
- Evaluate Google monthly reports on changes to Google Search Ad Auctions
- Implement the Public Education Fund proposed by the Colorado Plaintiffs

The *U.S. v. Microsoft* Technical Committee



- *U.S. v. Microsoft* Technical Committee had a much narrower remit – assist in the enforcement of and compliance with the Final Judgment
- *U.S. v. Microsoft* Final Judgment did not delegate to Plaintiffs substantive decision-making about how provisions would be applied or interpreted
- Even then, there were significant ongoing disputes over the work done by the *Microsoft* Technical Committee

Google's Proposed Remedies

Prohibited Agreements

- Prohibition on Google entering any agreement with a mobile device manufacturer that conditions the license of any Google software application on the distribution or licensing of Google Search or Chrome
- Prohibition on Google entering any agreement with a mobile device manufacturer that conditions the license of Google Search, Chrome, or Play on the distribution or licensing of Google Assistant or Gemini App
- Prohibition on Google entering any agreement with a mobile device manufacturer or mobile carrier that conditions consideration or the license of any Google software application on an agreement to refrain from developing, distributing, or licensing any Third-Party General Search Service, Third-Party Browser, or Third-Party Generative AI Assistive Service

Android Agreements Must Be Access Point by Access Point

- Any agreement with a mobile device manufacturer or wireless carrier that provides payment for the preload, placement, or assignment of an access point for Google Search must not be conditioned on the preload, placement, or assignment of any other access point for Google Search, Chrome, Google Assistant, or the Gemini App
- Similar requirements for any agreement that provides payment for the preload, placement, or assignment of an access point for Chrome, Google Assistant, or the Gemini App

Browser Agreements Must Accommodate OS Version and Privacy Mode Flexibility

- Any agreement with a Browser Developer, including Apple, to set Google Search as the default search engine in a Third-Party Browser must (1) permit the Browser Developer on an annual basis to set a different default search engine for any operating system version and/or privacy mode without foregoing any payments attributable to where Google Search remains the default search engine, and (2) expressly permits the Browser Developer to promote any Third-Party General Search Service

Google's Proposed Judgment Reflects Sound Economics

- Google's proposed judgment prohibits the type of conduct that the Court found anticompetitive without unduly restricting competition.
- Rivals would have greater opportunity to compete for distribution with browser developers, Android OEMs, and wireless carriers.
- Google's proposed judgment is not limited to the precise agreements and provisions the Court invalidated. It prophylactically prohibits, for example, Google from conditioning a license of any Google service (not just Play) on licensing Search or Chrome.
- Google's proposed judgment also extends restrictions adopted for Google Search to the Gemini App. This should resolve any potential concerns about competition between these new products and Google Search.

Conclusion