

DECLARATION OF CATHY MCGOFF

I, Cathy A. McGoff, declare as follows:

1. I am a Senior Manager, Law Enforcement and Information Security at Google Inc. ("Google"), where I have been employed for 11 years. As part of my duties at Google, I am a custodian of records. In that capacity, I review and respond to legal process and I authenticate Google's business records. In my role I also handle law enforcement issues that may arise from the removal of content from Google's platform. I am familiar with Google's procedures for gathering information responsive to legal process and the procedures for identifying and removing content that violates the law or Google's terms of service. I am over the age of eighteen and competent to make this declaration. I make each of the following statements based on my personal knowledge, and I could, if necessary, testify to the truth of each of them.
2. Google provides Internet-based services. Google's terms of service prohibit our services from being used in violation of law. The terms of service also provide that Google "may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law." A true and correct copy of Google's terms of service is attached hereto as Exhibit A.
3. Google has a strong business interest in enforcing our terms of service and ensuring that our products are free of illegal content, and in particular, child sexual abuse material. We independently and voluntarily take steps to monitor and safeguard our platform. If our product is associated with being a haven for abusive content and conduct, users will stop using our services. Ridding our products and services of child abuse images is critically important to protecting our users, our product, our brand, and our business interests.
4. Based on these private, non-government interests, since 2008, Google has been using its own proprietary hashing technology to tag confirmed child sexual abuse images. Each offending image, after it is viewed by at least one Google employee, is given a digital fingerprint ("hash") that our computers can automatically recognize and is added to our repository of hashes of apparent child pornography as defined in 18 USC § 2256. Comparing these hashes to hashes of content uploaded to our services allows us to identify duplicate images of apparent child pornography to prevent them from continuing to circulate on our products.
5. We also rely on users who flag suspicious content they encounter so we can review it and help expand our database of illegal images. No hash is added to our repository without the corresponding image first having been visually confirmed by a Google employee to be apparent child pornography.
6. Google trains a team of employees on the legal obligation to report apparent child pornography. The team is trained by counsel on the federal statutory definition of child pornography and how to recognize it on our products and services. Google makes reports in accordance with that training.
7. When Google's product abuse detection system encounters a hash that matches a hash

of a known child sexual abuse image, in some cases Google automatically reports the user to NCMEC without re-reviewing the image. In other cases, Google undertakes a manual, human review, to confirm that the image contains apparent child pornography before reporting it to NCMEC .

8. When Google discovers apparent child pornography, Google files a report with the National Center for Missing and Exploited Children ("NCMEC") in the form of a CyberTip. In this matter, Google provided a CyberTip to NCMEC, but at no time provided the CyberTips directly to law enforcement.
9. Separate from Google's use of its own proprietary-technology hashes, Google contributes to the NCMEC-hosted Industry list of hashes. The format for this list is PhotoDNA, which is a technology for hash matching licensed by Microsoft. Other members of industry who participate in the NCMEC-hosted Industry hash sharing program, would have access to this hash list for the purpose of cleaning their platforms of abusive content. During the time period that Google submitted CyberTip # 5778397, NCMEC provided access to a smaller set of PhotoDNA hashes collected from non-governmental sources (in addition to the Industry list) to Google. During this time, Google did not match any of NCMEC's PhotoDNA hashes against Google users' accounts.
10. Google submitted CyberTip Report # 5778397 to NCMEC. The report included at least one photo that Google classified as 'A1' under an industry classification standard. The A1 classification indicates that the content contained a depiction of a prepubescent minor engaged in a sexual act. The CyberTip report included the classification schema used by Google and others in industry. The CyberTip report did not include any email body text or header information associated with the reported content. The reported user's account was terminated on or around the time that the CyberTip report was made.
11. The CyberTip report # 5778397 reflects that a Google employee did not view the image or images contained in that CyberTip, nor the content of the email message to which any such image was attached, concurrently to submitting the report to NCMEC.
12. Google has no records to suggest that Google was aware, prior to submitting its CyberTip, of any law enforcement investigation pertaining to the user associated with CyberTips # 5778397.
13. Google never conducted a manual review of images associated with these CyberTips at the request of law enforcement. Subsequent to reporting the CyberTips, Google responded to law enforcement inquiries as to whether images had been viewed by human eyes prior to or concurrently to the submission of CyberTips.
14. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.


Cathy A. McGoff

Date: 2/28/2017

Exhibit A



Google Terms of Service

Last modified: April 14, 2014 ([view archived versions](#))

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If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

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