

1 CHRIS BAKER, State Bar No. 181557
2 cbaker@bakerlp.com
3 DEBORAH SCHWARTZ, State Bar No. 208934
4 dschwartz@bakerlp.com
5 BAKER CURTIS & SCHWARTZ, P.C.
6 44 Montgomery Street, Suite 3520
San Francisco, CA 94104
Telephone: (415) 433-1064
Fax: (415) 366-2525

7 Attorneys for Plaintiffs
8 JOHN DOE, DAVID GUEDEMAN
9 AND PAOLA CORREA

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12 JOHN DOE, DAVID GUEDEMAN, and
13 PAOLA CORREA on behalf of the State of
14 California and aggrieved employees,

15 Plaintiff,

16 vs.

17 GOOGLE, INC., ALPHABET, INC.,
18 ADECCO USA INC., ADECCO GROUP
NORTH AMERICA and ROES 1 through 10,

19 Defendants.

Case No. CGC-16-556034

**FIFTH AMENDED COMPLAINT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

Dept: 304
Judge Curtis Karnow

Complaint Filed: December 20, 2016
Trial Date: Not Set

20
21
22 **IMPORTANT NOTES**

23 1. In this Fifth Amended Complaint, Plaintiffs Doe, Gudeman, and Correa re-allege
24 the causes of action 1 through 22 that the Court dismissed without leave to amend. Correa also
25 re-alleges the 23rd cause of action as to Adecco with respect to the GBike and Social Event
26 Releases that the Court dismissed without leave to amend.

27 2. Plaintiffs re-plead these causes of action here as a matter of caution, in order to
28 preserve without doubt their right to appeal the Court's prior orders in this case, including the

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*
11/21/2017
Clerk of the Court
BY: BOWMAN LIU
Deputy Clerk

1 June 27, 2017 Order, the September 14, 2017, and the November 7, 2017 Order. *See, e.g.,*
2 *County of Santa Clara v. Atlantic Richfield Co.* (2006) 137 Cal.App.4th 292, 312 (“where the
3 plaintiff chooses to amend, any error in the sustaining of the demurrer is ordinarily waived”);
4 *Miletak v. All State Ins. Co.* (N.D. Cal 2007) 2007 WL 7061350, *3-5 (stating that “under Ninth
5 Circuit precedent, a plaintiff must re-allege even dismissed causes of action in order to preserve
6 them for appeal.”); But see, potentially CCP § 472c(b)(1) (noting that an appeal remains open
7 “to a cause of action within a complaint or cross-complaint where the order did not sustain the
8 demurrer as to the entire complaint or cross-complaint,” without explaining if this is on a per
9 party basis, and without explaining the impact of a demurrer sustained with leave to amend as to
10 all causes of action but one).

11 3. Per the Court’s November 7, 2017 Order, this amendment expressly adds a cause
12 of action against Adecco with respect to its liability for the harassment release that Adecco
13 requires its employees working at Google to sign.

14 INTRODUCTION AS TO GOOGLE

15 4. Google’s motto is “don’t be evil.” Google’s illegal confidentiality agreements,
16 policies, and practices fail this test.

17 5. As a condition of employment, Defendants Google, Inc. and Alphabet, Inc.
18 (collectively “Google” unless the context clearly indicates otherwise) require all of their current
19 and former employees, including supervisors, managers and contingent workers (collectively
20 “Googlers”), to comply with illegal confidentiality agreements, policies, guidelines, and
21 practices. These illegal policies and agreements restrict the Googlers’ right to speak, right to
22 work, and right to whistle blow. The policies prohibit Googlers from speaking plainly – even
23 internally – about illegal conduct or dangerous product defects, because such statements might
24 one day be subject to discovery in litigation or sought by the government. The policies prohibit
25 Googlers from telling a potential employer how much money they make, or what work they
26 performed, when searching for a different job. The policies prohibit Googlers from using or
27 disclosing all of their skills, knowledge, acquaintances, and their overall experience at Google
28 when working for a new employer. The policies prohibit Googlers from speaking to the

1 government, attorneys, or the press about wrongdoing at Google. The policies even prohibit
2 Googlers from speaking to their spouse or friends about whether they think their boss could do a
3 better job.

4 6. Google’s unlawful confidentiality policies are contrary to the California Labor
5 Code, contrary to public policy, and contrary to the interests of the State of California. The
6 unnecessary and inappropriate breadth of the policies are intended to control Google’s former
7 and current employees, limit competition, infringe on constitutional rights, and prevent the
8 disclosure and reporting of misconduct. The policies are wrong and illegal.

9 7. This case does not concern Google’s trade secrets, consumer privacy, or
10 information that should not be disclosed under the law (such as material non-public information
11 under the securities laws). This case instead concerns Google’s use of confidentiality and other
12 agreements and policies for illegal and improper purposes. Google defines essentially
13 everything as “confidential information.” However, a publicly-traded company with Google’s
14 reach, power, and close ties to the federal government cannot be permitted to declare to its
15 workforce that everything it does and everything that happens – from the location of a water
16 cooler to serious violations of the law – is “confidential” upon pain of termination and the threat
17 of ruinous litigation.

18 INTRODUCTION AS TO ADECCO

19 8. Defendant Adecco is a staffing firm with thousands of temporary employees that
20 it provides to California-based clients as “contingent workers.” In legal parlance, Adecco is the
21 “primary employer” of these employees, and Adecco’s clients are the “secondary employers” of
22 these employees. One of Adecco’s clients is Google.

23 9. Adecco requires its temporary employees throughout California to agree to a
24 confidentiality agreement, commitment sheet, handbook, policies, and practices that violate the
25 California Labor Code. Adecco requires its temporary employees, throughout California, to
26 abide by these illegal agreements, policies and practices during their employment and forever
27 after.

28 10. This is against the law.

1 **PARTIES**

2 **Plaintiffs**

3 11. **John Doe** resides in San Francisco. From July 2014 to April 2016, Doe worked
4 as an “L5” Product Manager for Google at one of Alphabet’s “other bets” companies called Nest.
5 Even then, he was a high-level employee, only three steps removed from Alphabet CEO Larry
6 Page.

7 12. In April 2016, Doe was unceremoniously terminated from Google after being
8 falsely accused of disclosing certain memes concerning Nest working conditions to the press.
9 He did not.

10 13. Doe uses a pseudonym because he should not be required to self-publish his
11 name, which would then be tied to Google’s defamatory statements about him, in order to
12 enforce rights under the Labor Code. Moreover, as the allegations set forth below make clear,
13 Google is extraordinary intolerant of individuals who disclose information about working
14 conditions (which this lawsuit does), and Doe rightfully fears retaliation.

15 14. Doe, as an **L5** Product Manager, was a supervisory and/or managerial employee
16 of Google outside the coverage of the National Labor Relations Act. Google contends that Doe,
17 as an **L5** Product Manager, was a supervisory/managerial employee, and it is judicially estopped
18 from claiming otherwise. Moreover, the General Counsel of the NLRB concluded that Doe – as
19 an **L5** Product Manager -- “possesses supervisory authority to promote and that he has
20 effectively promoted an employee with the use of independent judgment,” and that he
21 “formulates and effectuates the Employer’s policies regarding the production of its products and
22 in so doing he exercises discretion in the interests of the Employer.” The General Counsel’s
23 final decision in this regard was made on behalf of the Board. It thus extinguishes the Board’s
24 primary (as opposed to exclusive) jurisdiction over the circumstances of Doe’s termination as an
25 **L5** Product Manager.

26 15. Regardless, as an L5 Product Manager, Doe was inarguably a
27 managerial/supervisory employee of Google outside the protection of the National Labor
28 Relations Act.

1 16. Perhaps more importantly, in June 2016, Google reinstated Doe and promoted
2 him to the previously-promised position of an L6 Product Manager. He thus became an even
3 higher-level and more important employee of Google. Among other things, Google describes
4 the L6 Product Manager role thus:

5 [L6 Product Manager] owns a coherent portfolio of projects and is
6 accountable for the entire product life cycle and identifying new
7 areas of investment (new projects) for the product. Product
8 decisions are highly complex and have long-term strategic impact
9 on the overall Product Area, affecting all Customer’ constituents.

10 [L6 Product Manager] is the entrepreneurial negotiator for their
11 team. They can identify, negotiate, and secure resources needed for
12 a plan they define. They understand the priorities of their extended
13 team (i.e., their Product/PA) and how to operate effectively within
14 them. They proactively propose trade-offs in resourcing or scope
15 and identify ways for disparate teams to work together to achieve a
16 common goal.

17 [L6 Product Manager] regularly identifies new product
18 opportunities and is highly adept at building consensus for and
19 support of those ideas. They are a highly effective and respected
20 decision maker on their project portfolio, recognized as a product
21 expert in that area. PM is skilled at working the whole team
22 through complex and controversial decisions quickly but
23 thoughtfully to ensure the right decision is made and the whole
24 team is supportive of and motivated towards that outcome.

25 17. Doe remains employed by Google as an L6 Product Manager. It is inarguable that
26 from June 2016 to the present (if not before), Doe was a managerial and/or supervisory employee
27 of Google outside the coverage of the National Labor Relations Act. Among other things, he is
28 inarguably high in the managerial structure, he is aligned with management, he formulates and
effectuates Google’s policies regarding the production of its products, and he exercises significant
discretion. He was and remains subject to the agreements, policies, and practices of Google at
issue in this litigation.

 18. Doe is an “aggrieved employee” under PAGA, which applies to employees, as
well as to supervisors and managers outside the coverage of the NLRA.

 19. **David Gudeman** resides in South San Francisco. From November 2013 to

1 December 2016 Gudeman worked for Google as a software engineer. In early December 2016,
2 Google terminated Gudeman's employment, stating that he was "unable to meet expectations for
3 a Software Engineer III." Gudeman disagrees with this claim. Gudeman was not terminated for
4 conduct that is arguably protected or prohibited by the National Labor Relations Act. Gudeman
5 was also not arguably terminated as a consequence of, or in connection with, a labor dispute.

6 20. Gudeman seeks to write a book about Google. However, as a former employee, he
7 remains subject to Google's unlawful confidentiality agreement as well as its unlawful policies
8 and practices (which are incorporated by reference into the confidentiality agreement).

9 21. Gudeman has no expectation of ever working for Google or Alphabet again.

10 22. Gudeman is an "aggrieved employee" under PAGA. As a former employee who
11 was not terminated in connection with a labor dispute or because of an unfair labor practice, he is
12 inarguably outside the coverage of the NLRA.

13 23. **Paola Correa** resides in San Francisco. Correa was directly employed by Google
14 in 2013 and then again in 2014 as an intern. As part of her termination from Google on those
15 occasions, Google required Correa to sign an "exit certificate" (which is discussed below). On
16 both occasions, Correa separated from Google voluntarily because the internship had ended.
17 Correa did not separate from Google on these occasions because of conduct that is arguably
18 protected or prohibited by the National Labor Relations Act. Correa was not arguably separated
19 from Google on these occasions as a consequence of, or in connection with, a labor dispute.

20 24. In August 2015 Correa began work for Adecco and was assigned to work at
21 Google as a Sales Coordinator and then Inside Sales Specialist. Correa was supervised and
22 directed by both Google and Adecco during this time frame, both of whom acted as her joint
23 employers. On or around July 7, 2016, Google and Adecco required Correa to sign Google's
24 standard confidentiality agreement for contingent workers entitled: "Confidential Information and
25 Invention Assignment Agreement for Non-Employee Workers." This confidentiality agreement
26 is similar to that which Google requires its full-time employees to sign. This agreement also
27 contains the "harassment release" discussed below.

28 25. Google and Adecco concealed the existence of the July 7, 2016 confidentiality

1 agreement from Plaintiffs and only produced it to Plaintiffs' counsel on October 5, 2017.

2 26. In December 2016, Adecco and Google terminated Correa. Among other things,
3 Google and Adecco terminated Correa because she is a Latina woman. Defendants also stated it
4 was terminating her employment because she had informed someone outside of Google that she
5 worked for Google (which she did) and for disclosing so-called "confidential information" (which
6 was not confidential) to someone outside of Google. Google and/or Adecco did not terminate the
7 white men who engaged in similar conduct.

8 27. Since her termination, Adecco has steadfastly refused to state why, exactly, Correa
9 was terminated. It refuses to identify who decided to terminate her. The only written document
10 produced by Adecco or Google concerning Correa's termination simply states Correa was "not a
11 good fit."

12 28. Despite Correa's discovery requests, Adecco refuses to produce documents
13 concerning Correa's termination.

14 29. Despite Plaintiffs' Labor Code and discovery requests, Google refuses to produce
15 documents concerning Correa's December 2016 termination, claiming **all** such documents are
16 "privileged." Google has not produced a privilege log.

17 30. Correa was not terminated for conduct that was arguably protected or prohibited
18 by the National Labor Relations Act. Correa was not arguably terminated as a consequence of, or
19 in connection with, a labor dispute.

20 31. Upon her termination in December 2016, Adecco required Correa to sign an "exit
21 certificate." On information and belief (because this writing has been withheld by Defendants),
22 this exit certificate required Correa to continue to abide by Adecco's and potentially Google's
23 confidentiality agreements, policies, and practices.

24 32. Correa has no expectation of ever working for Google, Alphabet, or Adecco again.
25 Among other things, Google and Alphabet refuse to rehire her ever again.

26 33. Correa is an "aggrieved employee" under PAGA. As a former employee who was
27 not terminated in connection with a labor dispute or because of an unfair labor practice, she is
28 inarguably outside the coverage of the NLRA with respect to Defendants.

1 **Google and Alphabet**

2 34. Defendant Google, Inc. is headquartered in Silicon Valley. It has offices in San
3 Francisco. Google directly employs, at any given time, approximately 87,000 employees,
4 including managers and supervisors undisputedly outside the jurisdiction of the NLRA. Google
5 also employs an unknown number of contingent workers. On information and belief, there are
6 thousands more former employees who continue to be subject to Google’s unlawful agreements
7 and policies. All of these individuals are aggrieved employees under PAGA.

8 35. Defendant Alphabet, Inc. is a publicly-traded corporation headquartered in Silicon
9 Valley. It was founded in 2015 by the founders of Google as a holding company for Google and
10 other companies owned by Alphabet. Alphabet and Google share directors and executives.
11 They also share property. They share procedures and policies. On information and belief,
12 Google and Alphabet exercise common control of labor relations.

13 36. Google and Alphabet constitute either joint employers of all Googlers, or they
14 constitute a single employer or integrated enterprise. Both entities are liable for each of the
15 PAGA violations alleged in this Fourth Amended Complaint (except as to those that are alleged
16 solely against Adecco). Google and Alphabet are also the employers of its contingent workers,
17 including those that are employed by Adecco.

18 **Adecco**

19 37. Adecco Group North America and Adecco USA Inc. (collectively “Adecco”) are
20 headquartered in Florida. Both employ contingent workers like Correa throughout California.

21 **SUMMARY OF LEGAL VIOLATIONS**

22 38. **First**, it is an unlawful business practice in California to require employees to
23 sign, as a condition of employment, a Confidentiality Agreement or policy that restrains trade.
24 California Business & Professions Code § 17200, California Business & Professions Code §
25 16600, and the Cartwright Act. Google and Adecco’s “confidentiality agreements” unlawfully
26 restrain trade because they prevent employees from effectively seeking new work. If they do
27 find new work, these agreements and policies prohibit former employees from using or
28 disclosing information that is not confidential as a matter of law. Among other things, the

1 agreements and policies prohibits employees from using all of the skills, knowledge,
2 acquaintances, and the overall experience they obtained at Google or Adecco in their new
3 employment. The agreements and policies also restrain the right of former employees to recruit
4 their former colleagues using information that is not confidential as a matter of law.

5 39. Indeed, the Adecco Confidentiality Agreement and policies go even further. They
6 prevent employees from working for an Adecco client without Adecco’s permission,
7 approaching an Adecco client about work, or contacting an Adecco client following the end of an
8 assignment.

9 40. **Second**, California Labor Code § 96(k) expressly permits employees to engage in
10 lawful conduct during non-work hours away from their employer’s premises. This lawful
11 conduct includes the exercise of constitutional rights such as freedom of speech and freedom to
12 work. California Labor Code § 98.6(b) prohibits an employer from threatening to discharge
13 employees who exercise their constitutional rights and/or engages in lawful conduct during non-
14 work hours.

15 41. Google and Adecco threaten to discharge employees who exercise their
16 constitutional rights by providing information to the press or otherwise exercising their freedom
17 of speech rights under the California and United States Constitutions, as well as their rights
18 under the Labor Code. Google and Adecco also threaten to discharge employees who disclose
19 “confidential information” to prospective employers in furtherance of their right to economic
20 liberty under the California and United States Constitutions. This is a violation of Labor Code §
21 98.6(b).

22 42. **Third**, in any contract or agreement that governs the use of trade secrets or
23 confidential information, an employer must give employees notice that:

- 24 a. An individual shall not be held criminally or civilly liable under any
25 Federal or State trade secret law for disclosure of a trade secret that is
26 made in confidence to a Federal, State, or local government official . . .
27 or to an attorney . . . for the purpose of reporting or investigating a
28 suspected violation of the law. And

1 b. The use and disclosure of a trade secret to an attorney as it relates an
2 anti-retaliation lawsuit is permitted. The trade secret may also be filed
3 with a court in certain circumstances.

4 Federal Defend Trade Secrets Act § 7(b).

5 43. Google and Adecco do not include the required notices in their confidentiality
6 agreements with employees. Instead, they inform employees that they cannot disclose
7 “confidential information” to anyone – even to an attorney or the government. This is a
8 violation of the Federal Defend Trade Secrets Act and California’s Unfair Competition Law.
9 Cal. Business & Professions Code § 17200 *et seq.*

10 44. **Fourth**, Rule 21F-17 of the Securities and Exchange Commission provides that
11 “no person may take any action to impede an individual from communicating directly with the
12 Commission staff about a possible securities law violation, including enforcing or threatening to
13 enforce a confidentiality agreement with respect to such communications.” Defendants’
14 confidentiality agreements and policies unlawfully prohibit employees from reporting possible
15 securities law violations to the SEC. This violates SEC Rule 21F-17 and California’s Unfair
16 Competition Law. Cal. Business & Professions Code § 17200 *et seq.*

17 45. **Fifth**, it is against public policy to prohibit current or former employees from
18 providing evidence and information to an attorney representing shareholders about potential
19 violations under the securities laws, as well as to an attorney or the government with respect to
20 violations of state or federal false claims acts. Google’s and Adecco’s confidentiality
21 agreements and confidentiality policies do just that. This violates California’s Unfair
22 Competition Law. Business & Professions Code § 17200 *et seq.*

23 46. **Sixth**, California Labor Code §§ 232(a) and (b) prohibit employers from
24 requiring, as a condition of employment, that an employee refrain from disclosing the amount of
25 his or her wages. Google’s and Adecco’s confidentiality policies (including Adecco’s
26 employee handbook) prohibit employees from disclosing the amount of their wages. This is a
27 violation of Labor Code §§ 232(a) and (b). In addition to the policies, Adecco’s confidentiality
28 agreement also prohibits employees from disclosing information about and the amount of their
 wages.

1 47. **Seventh**, California Labor Code § 1197.5(k) (formerly Labor Code § 1197.5(j))
2 states that “an employer shall not prohibit an employee from disclosing the employee’s own
3 wages, discussing the wages of others, inquiring about another’s wages, or aiding or
4 encouraging any other employee to exercise his or her rights under this section.” Google’s and
5 Adecco’s confidentiality agreements and policies prohibit employees from engaging in any of
6 these acts. This is a violation of Labor Code § 1197.5(j)/(k).

7 48. **Eighth**, California Labor Code § 232.5(a) and (b) prohibits employers from
8 requiring, as a condition of employment, that an employee refrain from disclosing information
9 about the employer’s working conditions. Google and Adecco, through their unlawful
10 confidentiality policies (and, where applicable, agreements), prohibit employees from disclosing
11 this information. Indeed, Google and Adecco expressly declare that employment policies and
12 agreements which concern working conditions are “confidential.” This is a violation of Labor
13 Code § 232.5.

14 49. **Ninth**, California Labor Code § 1102.5(a) states that an employer “shall not
15 make, adopt, or enforce any rule, regulation or policy preventing an employee from disclosing
16 information to a government or law enforcement agency . . . if the employee has reasonable
17 cause to believe that the information discloses a violation [of the law].” Google’s and Adecco’s
18 requirement that employees sign illegal confidentiality agreements violate this provision.
19 Google’s and Adecco’s unlawful confidentiality policies (including the Adecco handbook) also
20 prohibit disclosure of information to the government or a law enforcement agency of potential
21 violations of the law. The agreements and policies thus violate Labor Code § 1102.5(a).

22 50. **Tenth**, California Labor Code § 1102.5(a) also states that an employer shall not
23 make, adopt, or enforce any policy that prevents an employee from disclosing information to a
24 person with authority over the employee, or to an employee who has the authority to
25 investigate, discover, or correct the violation of law, if the employee has reasonable cause to
26 believe that the information discloses a violation of the law. Defendants’ unlawful policies
27 restrict employees from reporting violations of the law internally. Googlers are prohibited from
28

1 communicating to other Googlers that a Google product may be dangerous or that Google's
2 conduct is illegal. This is another violation of Labor Code § 1102.5(a).

3 51. **Eleventh**, California law prohibits requiring employees, as a condition of
4 employment, to waive rights or claims. In the relevant time period, Google required all
5 Googlers to agree, as a condition of employment, to waive their statutory rights to bring
6 discrimination, harassment, and other claims. Adecco requires all its employees to agree, as a
7 condition of employment, to waive their statutory rights and claims with respect to their
8 participation in "social events and/or activities" and their use of a "GBike." Adecco also
9 required its employees working at Google as contingent workers to agree to waive their
10 statutory rights to bring discrimination, harassment, and other claims by requiring them to sign
11 the Google harassment release.

12 **FACTS**

13 **As to Google and Alphabet**

14 **Google's Confidentiality Agreement**

15 52. On July 14, 2014, Google offered Doe a job. In his offer letter, Google stated: "as
16 an employee of Google, it is likely that you will become knowledgeable about confidential, trade
17 secret, and/or proprietary information related to the operations, products, and services of Google
18 and its clients. To protect the interests of both Google and its clients, all employees are required
19 to read and sign the enclosed At-Will Employment, Confidential Information, and Invention
20 Assignment and Arbitration Agreement as a condition of employment with Google." ("The
21 Confidentiality Agreement").

22 53. On October 8, 2013 Google offered Gudeman a job. Gudeman's offer letter
23 contained the same language as Doe's with respect to the obligation to sign the Confidentiality
24 Agreement.

25 54. In the spring of 2013, and again on February 11, 2014, Google offered Correa a
26 job. Correa's offer letters contained the same language as Doe's with respect to the obligation to
27 sign the Confidentiality Agreement. Correa was also required to sign the confidentiality
28 agreement for temporary workers in or around July 2016.

1 55. Like all Googlers, Plaintiffs signed the Confidentiality Agreement. The
2 Agreement defines “confidential information” to mean, “without limitation, any information in
3 any form that relates to Google or Google’s business that is not generally known,” including
4 “employee data.” (Emphasis added).

5 56. The Agreement further requires Googlers, both during and after their
6 employment, to “hold in strictest confidence and take all reasonable precautions to prevent any
7 unauthorized use or disclosure of Google Confidential Information” and to “not (i) use Google
8 information for any purpose other than for the benefit of Google in the scope of [the Googler’s]
9 employment, or (ii) disclose Google ‘confidential information’ to any third party without prior
10 authorization.” Moreover, the Agreement requires Googlers to agree that “all Google
11 Confidential Information that [they] use or generate in connection with [their] employment
12 belongs to Google (or third parties identified by Google).”

13 57. Google also makes clear that the failure to abide by its Confidentiality Agreement
14 can lead to draconian results. Googlers must agree, as a condition of their employment, that any
15 “unauthorized use or disclosure of Google ‘Confidential Information’ during my employment or
16 after my employment may lead to disciplinary action, up to and including termination and/or
17 legal action.”

18 58. Google also prohibits employees from delivering to others information that does
19 not even fall within Google’s overly-broad definition of “confidential information.” Upon
20 termination, Googlers must agree to “not keep, recreate, or deliver to any other person or entity
21 any documents and materials pertaining to [their] work at Google” (whether it is “confidential”
22 under Google’s overbroad definition or not).

23 59. The Confidentiality Agreement contains no geographic or time limitation. Rather,
24 it lasts forever, and applies even after Googlers end their employment with Google.

25 60. The Agreement also requires Googlers to abide by Google’s ‘Confidential’ Code
26 of Conduct and all other Google’s policies. Separately, Google also requires Googlers to agree,
27 in writing, to its policies and practices throughout the course of their employment.
28

1 **Google’s Policies, Guidelines and Practices**

2 61. In addition, Google and Adecco’s policies, guidelines, practices and enforcement
3 conclusively establish that, according to Google, disclosure of any information pertaining to
4 Google is never warranted and not permitted by law.

5 **Google’s “Confidential” Code of Conduct Policy**

6 62. Google maintains a Code of Conduct policy that is for “internal purposes only.”
7 This “confidential” Code of Conduct policy states that “all documents, site pages, and resources
8 that are linked here as well as the document as a whole are considered internal and confidential.”
9 Google’s “confidential” Code of Conduct policy applies to all Googlers. Google states that the
10 failure to follow the “confidential” Code of Conduct policy “can result in disciplinary action,
11 including termination of employment.”

12 63. The “confidential” Code of Conduct policy prohibits Googlers from disclosing
13 “confidential information” [which means everything at Google] without authorization.” The
14 internal policy goes further and states that “it’s also a bad idea to post your opinions or
15 information about Google on the Internet, even if not confidential, unless you’re authorized to do
16 so as part of your job. . . . And never discuss the company with the press unless you’ve been
17 explicitly authorized to do so by Corporate Communications.”

18 64. The “confidential” Code of Conduct policy concludes by stating that Google
19 expects “all Googlers to be guided by both the letter and the spirit of this Code.”

20 **Data Classification Guidelines**

21 65. Plaintiffs, like all Googlers, are also subject to Google’s Data Classification
22 Guidelines. The Guidelines categorize Google information into three categories: “Need-to-
23 Know,” “Confidential,” and “Public.” A “Data Owner” is responsible for categorizing the
24 information, and, at Google, “no information at Google is public by default.”

25 66. Specifically, the Data Classification Guidelines state: “Everything we work on at
26 Google – all the data and information we create, details of what we do, how we operate, and our
27 plans for the future – is, at a minimum, Confidential. . . . Even if some elements of the
28 information are known outside of Google or have been speculated about in public, it is

1 considered confidential until the Data Owner explicitly makes it public.” Accordingly, even
2 public information is “confidential” at Google. This information includes information about a
3 Googler’s compensation, his or her performance, and the persons with whom the Googler works
4 (i.e., “team information”).

5 **Employee Communication Policy**

6 67. In addition to requiring Googlers to keep all information about Google
7 “confidential,” Google places additional onerous restrictions on Googlers’ freedom to speak.

8 68. Google’s “Employee Communication Policy” states that if a Googler shares
9 “confidential information” outside the company, they “may be terminated, held personally liable,
10 or subject to prosecution.” The policy goes on to state that – “even if you didn’t intend your
11 personal observation to be public, if you violate your confidentiality obligations by disclosing
12 non-public information outside of Google, you may be subject to legal action.”

13 69. The Employee Communication Policy states that the vast majority of Googlers
14 cannot speak about Google at all. Rather, “only authorized Googlers are permitted to talk about
15 the company with the press, members of the investment community, partners, or anyone else
16 outside Google.” Moreover, if an authorized Googler does mention Google outside of work, the
17 Googler is permitted only to cite information from Google’s “corporate blogs or social media
18 accounts.” Authorized Googlers are also permitted to repeat “approved talking points and
19 metrics at go/keymessages.”

20 70. Google not only prohibits employees from speaking about Google, it also
21 prohibits employees from writing creative fiction. Among other things, Google’s Employee
22 Communication Policy prohibits employees from writing “a novel about someone working at a
23 tech company in Silicon Valley” unless Google gives prior approval to both the book idea and
24 the final draft.

25 71. In addition, the Employee Communication Policy prohibits Googlers from
26 speaking with the press “without prior clearance from Google’s communications team.”
27 Google’s policy also is to prohibit Googlers from speaking with “any member of the investment
28 community about the company.” Because Google is a publicly-traded company, members of the

1 “investment community” include countless individuals. For example, anyone with a 401(k) plan
2 is potentially a “member of the investment community.”

3 72. Google’s “Communications and Disclosure Policy” eliminates any ambiguity that
4 might exist with respect to a Googler’s ability to speak with the press or the general public. This
5 policy states: “Our employees and members of our Board of Directors (other than our authorized
6 spokespersons) should not respond, under any circumstances, to inquiries from the investment
7 community [i.e., countless individuals] or the media unless specifically authorized to do so by an
8 authorized spokesperson.” Moreover, under Google’s “Appropriate Conduct” policy, any speech
9 that potentially “undermines the reputation of Google” can lead to termination of employment.

10 **Google’s Efforts to Prevent Whistleblowing**

11 73. Google engages in a concerted effort to prevent both internal and external
12 whistleblowing, even when employees have a reasonable basis for believing that Google is
13 violating the law. Specifically, Google restricts what Googlers say internally in order to conceal
14 potentially illegal conduct. It instructs employees in its training programs to do the following:
15 “Don’t send an e-mail that says ‘I think we broke the law’ or ‘I think we violated this contract.’”
16 The training program also advises employees that they should not be candid when speaking with
17 Google’s attorneys about dangerous products or violations of the law. The program advises
18 Googlers that some jurisdictions do not recognize the attorney-client privilege, and “[i]nside the
19 U.S., government agencies often pressure companies to waive the privilege.” Google advises
20 Googlers that they “should write e-mails with the assumption that somebody outside of Google,
21 who may not be friendly to us, will get to read it.”

22 74. Indeed, a second training program entitled “You Said What?” specifically states
23 that Googlers must “avoid communications that conclude, or appear to conclude, that Google or
24 Googlers are acting ‘illegally’ or ‘negligently,’ have ‘violated the law,’ should or would be
25 ‘liable’ for anything, or otherwise convey legal meaning.” In other words, Googlers are
26 prohibited from communicating concerns about illegal conduct within Google.

27 75. As an example, in Google’s “You Said What?” training program, Google instructs
28 Googlers to suppress information about dangerous products. Google also specifically advises

1 Googlers to delete paragraphs from emails that suggest there are serious flaws in Google
2 technology, that Google may be sued, or that there may be product liability damages. Googlers
3 are also instructed to delete written communications that suggest Google might have breached
4 any contracts.

5 **Policies for Former Employees**

6 76. Google’s unlawful policies even apply to ex-Googlers. As stated in Google’s
7 “Prepare to Leave Google” policy, Googlers “remain under the obligations of the Confidentiality
8 Agreement that [they] signed when [they] joined Google. It is important that you do not retain or
9 disclose any confidential or proprietary Google information including, but not limited to,
10 information related to [Google’s] products, business plans, customer lists, financial information,
11 and information related to [the Googler’s] work product.”

12 77. This policy is further enforced by the “Exit Certification” that Google requires
13 Googlers to sign upon termination. It states that “by signing this note, you further agree that you
14 have followed the terms of the [Confidentiality Agreement]. . . . You agree that in compliance
15 with the Agreement, you will adhere to your obligations to the Company, including those
16 contained in Section 2 (Confidential Information).”

17 **Google Vigorously Enforces Its Illegal Confidentiality Policies**

18 78. Google enforces its unlawful policies through, among other things, employee
19 training, internal investigations, a spying program, self-confessions, written and oral warnings,
20 and the threat of termination and litigation.

21 Employee Training

22 79. In addition to the training programs set forth above, another training program
23 states: “Let’s be clear: Depending on the circumstances, [violating the Code of Conduct] could
24 have significant consequences for you up to, and including, losing your job.”

25 80. This program also states: “We share a lot of information at Google. You should
26 treat **all information** at Google as confidential unless you know that it has been approved for
27 public disclosure.”

28 81. This lesson is emphasized in yet another training program that states: “Google’s

1 confidential information should never be shared outside the Company without proper
2 authorization.”

3 Stop Leaks

4 82. Another way Google enforces its illegal confidentiality policies is through its
5 “Global Investigations Team,” which is led by Brian Katz. This team’s primary area of focus is
6 “information security issues when a Google employee is suspected of being involved.” This
7 includes “unauthorized disclosure of ‘confidential information’ or intellectual property
8 (‘leaks’).” The Global Investigations Team conducts “interviews with the subjects of
9 investigations, as well as the victims and witnesses.” It “provides recommendations regarding
10 discipline for these infractions when requested.” The Global Investigations Team also relies on
11 “volunteers” to report other employees who might have disclosed any information about Google.

12 83. Google’s Investigations Team is in charge of “Stopleaks,” Google’s company-
13 wide effort to prevent the disclosure of any information about Google and enforce its illegal
14 policies. According to Google, “non-malicious leaks happen when an employee shares
15 information with an external person they trusted, and other times internal and confidential
16 information is accidentally marked public. If you know you were inadvertently responsible for a
17 leak, let us know quickly by emailing stopleaks@. We understand that mistakes happen!”

18 84. The Stopleaks program is managed through an internal website that includes a
19 Chrome extension to facilitate the reporting of alleged “leaks” on the internet. Employees are
20 required under Google policies to report “leaks” to Stopleaks. A referenced above, a violation of
21 Google’s policies can result in termination.

22 85. Under its “Stopleaks” program, after a Googler submits a leak report to the
23 Stopleaks site, Google’s “team of Stopleaks super sleuths investigate every leak. . . . The
24 Stopleaks team researches the project/product that was leaked and aims to determine the leak’s
25 origin. From here, [the Stopleaks team] often liaise with other cross-functional Google teams
26 that may contribute additional context to the investigation.”

27 86. In addition to “leaks,” Google also asks Googlers to file “suspicious activity
28 reports,” which Google states can include “strange things you observe or strange things that

1 happen to you – like someone asking you really detailed questions about your project or job.”

2 87. The purpose of Google’s “Stopleaks” program is to deter employees from asking
3 questions (even of one another), or disclosing any information about Google in violation of their
4 constitutional and statutory rights.

5 **Other Communications and Threats of Termination**

6 88. Google also enforces its illegal confidentiality policies with dire warnings and the
7 threat of termination. A Google co-founder has assured Googlers in all hands meetings that
8 anyone who “leaks” “confidential information” will soon be an ex-Googler. Google’s attorneys
9 and executives advise Googlers by email and orally that they will be terminated if they disclose
10 “confidential information.” Brian Katz assures Googlers by email and otherwise to “[b]e aware
11 of the company information you share and with whom you share it. If you’re considering
12 sharing “confidential information” to a reporter – or to anyone externally – for the love of all
13 that’s Googley, please reconsider! Not only could it cost you your job, but it also betrays the
14 values that makes us a community.”

15 89. As detailed above, the alleged “values” that Katz and the Investigations Team
16 contend make Google a community violate California law and infringe on Googlers’ legal rights.

17 **Google’s Ineffective “Savings” Provisions**

18 90. Google – fully aware of the illegality of its Agreement and policies – attempts to
19 limit its liability through meaningless “savings” clauses that purport to create partial exceptions
20 to the blanket prohibitions.

21 91. For example, contrary to its “confidential” Code of Conduct Policy, Google’s
22 “Employee Communication Policy” states that “[n]othing in this or other Google policies is
23 intended to limit employees’ rights to discuss with other employees the terms, wages, and
24 working conditions of their employment, or communicate with a government agency regarding
25 violations of the law, as warranted and as protected by the applicable law.” Regardless of
26 Google’s alleged “intent,” the plain language of the policies is to the contrary. Also, because this
27 savings clause applies only to communications within Google, it is crystal clear that Google
28 affirmatively intends to prohibit communications about wages and working conditions with those

1 outside Google. Moreover, this savings clause extends only to communications that are both
2 “warranted” and “protected by applicable law.” Despite this alleged “exception,” Google’s
3 policies, training programs, and enforcement mechanisms all instruct employees that the
4 disclosure of “confidential information” is never warranted. These policies, training programs,
5 and enforcement mechanisms also make clear that – at Google – disclosure or use of
6 “confidential information” is not permitted by law. Rather, any “unauthorized” disclosure is
7 prohibited by law, and, as Google repeatedly explains to its workforce, can result in legal action,
8 prosecution, and personal liability.

9 92. In September 2016, in apparent response to Plaintiff’s letter to the Labor
10 Workforce and Development Agency concerning Google’s violations, and as a tacit admission
11 that its Agreement and policies are illegal, Google quietly made a small amendment to an
12 additional policy in which it purported to broaden Googlers’ right to discuss pay, hours, or other
13 terms of employment and to communicate with government agencies regarding violations of the
14 law. Google did not inform Googlers of this amendment.

15 93. On information and belief, Google continues to threaten employees with
16 discharge for exercising their rights to freedom of expression and freedom to work. Google
17 continues to prohibit Googlers from speaking with lawyers or the press. Google continues to
18 insist that Googlers refrain from plainly communicating with others that Google is violating the
19 law or endangering consumers. Google continues to unlawfully restrain trade through its
20 overbroad Confidentiality Agreement and policies.

21 **The Secret Releases**

22 The Harassment Release

23 94. In addition, and during the time frames relevant here, Google required all Googlers
24 to sign an “Employee and Temporary Workers Adult Content Liability Release.” (The
25 “Harassment Release.”) Doe, Gudeman, and Correa were all required to sign, and did sign, the
26 Harassment Release. Both Google and Adecco required Correa to sign the harassment release
27 through the July 2016 confidentiality agreement referenced above.

28 95. Consistent with Google’s confidentiality agreements and policies, Google declared

1 the Harassment Release a secret, stating in italicized letters near the top of the agreement that it
2 was: “*Confidential: For Google Employees and Temporary Workers on Assignment at Google*
3 *Only.*”

4 96. The Harassment Release requires Googlers to agree that, during the course of their
5 employment, they “may be exposed to ‘sensitive adult content,’ such as text, descriptions,
6 graphics, pictures, and/or files commonly referred to as being ‘adult’ content.”

7 97. The Harassment Release then requires all Googlers to “release Google Inc. and its
8 subsidiaries and affiliates from any and all liability associated with having this material present in
9 the work environment, including but not limited to claims of harassment, hostile work
10 environment, and discrimination.”

11 98. In other words, and during the relevant time frame, Google secretly required all
12 Googlers to agree to preemptively release it, its subsidiaries, and its affiliates, from “any and all
13 liability” that may in any way be ‘associated with’ the existence of sexual texts, emails,
14 descriptions, graphics, pictures, or files in Google’s workplace.

15 **As to Adecco**

16 **Adecco’s Confidentiality and Non-Compete Agreement**

17 99. In or around August 2015, Adecco offered Correa employment. She was assigned
18 to work for Google, an Adecco client.

19 100. As a condition of her employment, Adecco required Correa to sign an “Employee
20 Acknowledgement and Confidentiality and Non-Disclosure Agreement (“Adecco Agreement”).
21 On information and belief, Adecco requires all employees throughout California to sign the
22 Adecco Agreement.

23 101. The Adecco Agreement declares essentially everything related to Correa’s
24 employment with Adecco “confidential.” Under the Agreement, so called “confidential
25 information” is “deemed to include but is not limited to information in any format . . . which
26 Adecco and/or Client have not previously made available to the public.” The Adecco Agreement
27 does not contain the notice required by the Defend Trade Secrets Act.

28 102. The Adecco Agreement further requires employees to agree that they “cannot

1 disseminate or disclose to any third party, or use for Employee's own benefit, any Confidential
2 Information relating to the products, business, or affairs of Adecco or of Client which is in any
3 way acquired during or by reason of Employee's employment with Client."

4 103. Adecco's Agreement also contains an express non-compete provision. It requires
5 employees to agree that "he/she is not to accept any position with any Client or other entity
6 where he/she is performing services as an Adecco employee without the prior written consent of
7 Adecco."

8 104. The Adecco Agreement further requires its contingent workers to comply with the
9 policies and procedures of Adecco and its clients during the course of their employment and
10 forever after it. It states: "Employee agrees that his/her obligations hereunder shall continue
11 beyond the termination of an assignment with a Client and/or termination of employment with
12 Adecco. . . ."

13 105. Both Adecco and its clients have updated their policies within the relevant
14 limitations periods, and have thus updated Correa's agreement.

15 106. The Adecco Agreement contains no geographic or time limitation.

16 **Adecco Commitment Sheet**

17 107. Adecco also requires its temporary employees throughout California, including
18 Correa, to sign a "Commitment Sheet." Correa signed this Commitment Sheet in August 2015.

19 108. This Commitment Sheet requires Adecco temporary employees to "abide by the
20 policies and procedures contained in the Adecco Employee Handbook.

21 109. The Commitment Sheet also contains a non-disparagement clause that states:
22 "During or after my employment with Adecco or any Client, I will not make any false or
23 defamatory statements about Adecco or its Clients."

24 110. The Commitment Sheet also states that "[f]ailure to comply with these and other
25 company policies and procedures may result in disciplinary action up to and including
26 termination."

27 **Adecco's Employee Handbook & Other Policies**

28 111. Adecco also requires its temporary employees to maintain absolute confidentiality

1 through its employee handbook.

2 112. For example, Adecco’s employee handbook – which sets forth working conditions
3 and wage information – is a secret. It states that “the information contained in this Employee
4 Handbook is confidential and proprietary to Adecco. The information is for internal use only and
5 may not be distributed outside of Adecco.”

6 113. Adecco’s handbook also prohibits its employees from revealing that they work for
7 an Adecco client on their social media profiles. According to Adecco, this includes activity like:

- 8 a. Revealing that you work for an Adecco client (such as on a LinkedIn
9 page).
- 10 b. Identifying yourself as an employee of an Adecco client (even though you
11 are).
- 12 c. Tagging or referencing clients in status updates.
- 13 d. “Blogging” about clients (in any way).

14 114. In addition, Adecco prohibits its employees from sharing any so-called “sensitive
15 information” related to work. This includes any “internal communications” or even the “identities
16 of coworkers” or “disagreements or arguments with others.”

17 115. The handbook also prohibits employees from “approach[ing] a client about full
18 time employment.” Rather, if an Adecco temporary employee has an interest in full time
19 employment with a client, it must “let [your] Adecco representative know.” Indeed, even after
20 they leave a client’s employ, Adecco’s temporary employees “are prohibited from contacting
21 Adecco’s clients regarding the reasons for the assignment’s completion.”

22 116. Finally, the handbook makes clear that the failure to abide by Adecco or a client’s
23 policies and procedures – including Adecco’s “no contact policy” with respect to clients – may
24 result in disciplinary action up to and including termination.

25 The “Social Event Release”

26 117. Adecco also requires its employees to sign two additional releases as a condition
27 of working for Google. Correa, as an Adecco employee, signed these releases in August of 2015.

28

1 118. Adecco’s “Social Event Release” acknowledges that Adecco employees “may be
2 invited to attend social events, activities, and/or functions hosted or promoted by Adecco and/or
3 its Clients (in this case Google). This is true, and many of these events, activities, and functions
4 occurred at Google or close to Google. Contingent workers are actively encouraged to participate
5 in these events, activities, and functions.

6 119. Adecco requires Adecco employees to preemptively waive all rights they might
7 have against Adecco or Google for anything “resulting from, caused by or arising out of
8 participation in such social events, activities, and/or functions.” Specifically, the release states:

9 I hereby waive any and all legal and/or equitable rights or claims
10 that I may have to bring legal action against Adecco and/or its
11 Clients for damages, costs, expenses or any of them incurred on
12 account of any injury, illness, and/or death resulting from, caused
13 by or arising out of participation in such social events, activities, or
14 functions. Further, I release Adecco and/or its Clients from any and
15 all claims, demands, actions, causes of action, damages, liabilities,
16 judgments, costs, and expenses, including reasonable attorney’s
17 fees and court costs, of every kind and nature whatsoever incurred
18 by me on account of any injury, illness and/or death resulting from,
19 caused by, or arising out of participation in such social events,
20 activities and/or functions whether caused by negligence or
21 otherwise.

22 120. In other words, if an Adecco employee is harassed by her boss at a social event,
23 she cannot bring a claim. If she is injured at social event (whether purposefully or otherwise), she
24 cannot bring a claim.

25 “The GBike Release”

26 121. Finally, Google maintains on its campuses bicycles for Googlers to use (i.e.,
27 “GBikes”). The purpose of these bicycles is to permit Googlers to more efficiently travel
28 between buildings on Google campuses in order to save time, thus allowing Googlers to work
more efficiently. These bikes are used in the course and scope of employees’ employment within
the meaning of the workers compensation laws. For example, in California, any injury that
occurs on an employer’s premises is presumed to arise during the course and scope of an
employee’s employment.

1 **CAUSES OF ACTION**

2 **AS TO GOOGLE AND ALPHABET**

3 **First Cause of Action**

4 **PAGA (with reference to Labor Code § 432.5)**

5 **Illegal Restraint of Trade – Post-Employment**

6 **(As to Defendants Google and Alphabet (collectively Google))**

7 131. Non-disclosure agreements and policies affect the State of California’s interest in
8 promoting commercial competition via the free flow of information. These agreements
9 constitute a restraint on trade.

10 132. Google’s confidentiality agreements and policies contain no geographic or time
11 limitation.

12 133. As described above, Google requires employees to agree, in writing, to
13 confidentiality agreements and confidentiality policies that unlawfully restrain trade by
14 prohibiting the use of information that is not confidential as a matter of law. For example, the
15 confidentiality agreements purport to prevent employees from using or disclosing all of the
16 general skills, knowledge, acquaintances, and the overall experience they obtained at Google.
17 The confidentiality agreements also purports to prevent employees from using or disclosing
18 general business practices. The confidentiality agreements also purport to prevent employees
19 from using or disclosing customer information that is readily available to competitors through
20 normal competitive means. The confidentiality agreements and policies prohibit employees from
21 using their knowledge of their own and other employees’ working conditions and wages for
22 purposes of competition, as permitted by Labor Code. The confidentiality agreements and
23 policies violate California Business & Professions Code §§ 17200 *et seq.* through application of
24 California Business & Professions Code § 16600 and the Cartwright Act.

25 134. Google knows or should know that their confidentiality agreements and policies
26 violate the law.

27 135. Accordingly, Google imposes a term and condition of employment on all
28 Googlers that they know are prohibited by law in violation of Labor Code § 432.5.

1 136. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
2 Labor Code § 432.5 “is one hundred dollars (\$100) for each aggrieved employee per period for
3 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
4 for each subsequent violation.”

5 137. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
6 state of California, and all aggrieved employees, PAGA penalties as set forth above for each
7 employee per pay period within the statutory time frame.

8 **Second Cause of Action**

9 **PAGA (with reference to Labor Code § 432.5)**

10 **Illegal Restraint of Trade – Mobility of Employment**

11 **(As to Defendants Google and Alphabet (collectively Google))**

12 138. As described above, Google requires employees to agree in writing to
13 confidentiality agreements and policies that unlawfully restrain trade by prohibiting employees
14 from speaking with prospective employers about information that is not confidential as a matter,
15 about their work at Google, and about their wages and working conditions. Google also requires
16 them to inform prospective employers of Google’s restrictions on their employees’ freedom to
17 work. This is a violation of California Business & Professions Code §§ 17200 *et seq.* (through
18 application of the Business & Professions Code § 16600 and the Cartwright Act) and California
19 Labor Code §§ 232, 232.5 and 1197.5(j)/(k). Google knows or should know that their
20 confidentiality agreements and policies violate the law.

21 139. Accordingly, Google imposes a term and condition of employment on all
22 Googlers that they know are prohibited by law in violation of Labor Code § 432.5.

23 140. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
24 Labor Code § 432.5 “is one hundred dollars (\$100) for each aggrieved employee per period for
25 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
26 for each subsequent violation.”

1 141. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
2 State of California, and all aggrieved employees, PAGA penalties as set forth above for each
3 employee per pay period within the statutory time frame.

4 **Third Cause of Action**

5 **PAGA (with reference to Labor Code § 432.5)**

6 **Illegal Prohibition on Whistleblowing – Communications with Outside Attorneys**

7 **(As to Google and Alphabet (collectively Google))**

8 142. Google requires employees to agree in writing to confidentiality agreements and
9 confidentiality policies that unlawfully prohibit employees from disclosing to attorneys (whether
10 representing an individual Googler or a lawyer representing shareholders or investigating
11 misconduct) potential violations of the law. Google also refuses to provide the required notices
12 to employees stating that employees are entitled to communicate even trade secrets to outside
13 attorneys. This is a violation of public policy, the federal Defend Trade Secrets Act, and
14 California Business & Professions Code §§ 17200 *et seq.* Defendants know or should know that
15 their confidentiality agreements and policies violate the law.

16 143. Accordingly, Defendants impose a term and condition of employment on all
17 Googlers that it knows is prohibited by law in violation of Labor Code § 432.5.

18 144. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
19 Labor Code § 432.5 “is one hundred dollars (\$100) for each aggrieved employee per period for
20 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
21 for each subsequent violation.”

22 145. Plaintiffs seeks from Google and Alphabet separately, on behalf of himself, the
23 state of California, and all aggrieved employees, PAGA penalties as set forth above for each
24 employee per pay period within the statutory time frame.

1 **Fourth Cause of Action**

2 **PAGA (with reference to Labor Code § 432.5)**

3 **Illegal Prohibition on Whistleblowing – Communications with the Government**

4 **(As to Google and Alphabet (collectively Google))**

5 146. As described above, Google requires employees to agree in writing to
6 confidentiality agreements and policies that unlawfully prohibit employees from disclosing to the
7 government potential violations of the law. Google also refuses to provide the required notices
8 to employees stating they are entitled to communicate even trade secrets to the government. This
9 is a violation of public policy, Rule 21F-17 of the Securities and Exchange Commission, the
10 federal Defend Trade Secrets Act, California Business & Professions Code § 17200 *et seq.*, and
11 California Labor Code § 1102.5. Google is aware that their confidentiality agreements and
12 policies violate the law.

13 147. Accordingly, Google impose a term and condition of employment on all Googlers
14 that they know or should know is prohibited by law in violation of Labor Code § 432.5.

15 148. Under the Private Attorney General Act, the penalty for a violation of Labor Code
16 § 432.5 “is one hundred dollars (\$100) for each aggrieved employee per period for the initial
17 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation.”

19 149. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
20 State of California, and all aggrieved employees, PAGA penalties as set forth above for each
21 employee per pay period within the statutory time frame.

22 **Fifth Cause of Action**

23 **PAGA (with reference to Labor Code § 1102.5(a))**

24 **Illegal Prohibition on Whistleblowing – Communications with the Government**

25 **(As to Google and Alphabet (collectively Google))**

26 150. As described above, Google has adopted and enforced agreements, policies and
27 practices that prohibit employees from disclosing potential violations of the law to the
28 government. These policies apply even when a Googler has reasonable cause to believe that the

1 at-issue information discloses a violation of state or federal statute, or a violation of or
2 noncompliance with a local, state, or federal rule or regulation. This is a violation of California
3 Labor Code § 1102.5.

4 151. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
5 Labor Code § 1102.5 is both \$10,000 per violation and “one hundred dollars (\$100) for each
6 aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each
7 aggrieved employee per pay period for each subsequent violation.”

8 152. Plaintiffs seeks from Google and Alphabet separately, on behalf of themselves,
9 the State of California, and all aggrieved employees, PAGA penalties as set forth above for each
10 employee per pay period within the statutory time frame.

11 **Sixth Cause of Action**

12 **PAGA (with reference to Labor Code § 1102.5(a))**

13 **Illegal Prohibition on Whistleblowing – Internal Communications**

14 **(As to Google and Alphabet (collectively Google))**

15 153. As described above, Google has adopted and enforced policies and practices that
16 prohibit employees from disclosing potential violations of the law within Google. These policies
17 apply even when a Googler has reasonable cause to believe that the at-issue information
18 discloses a violation of state or federal statute, or a violation of or noncompliance with a local,
19 state, or federal rule or regulation. Specifically, Googlers are instructed to not communicate with
20 their managers and others about misconduct that may violate the law. Such communications
21 must instead be deleted or never made. This is a violation of California Labor Code § 1102.5.

22 154. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
23 Labor Code § 1102.5 is both \$10,000 per violation and “one hundred dollars (\$100) for each
24 aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each
25 aggrieved employee per pay period for each subsequent violation.”

26 155. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
27 state of California, and all aggrieved employees, PAGA penalties as set forth above for each
28 employee per pay period within the statutory time frame.

1 **Seventh Cause of Action**

2 **PAGA (with reference to Labor Code § 232.5)**

3 **Illegal Prohibition on Whistleblowing about Working Conditions**

4 **(As to Google and Alphabet (collectively Google))**

5 156. As described above, Google requires employees, as a condition of employment, to
6 refrain from disclosing information about Google’s working conditions. This includes disclosure
7 or whistleblowing concerning potentially illegal working conditions, such as unsafe or
8 discriminatory employment practices. This is a violation of California Labor Code §§ 232.5(a)
9 and (b).

10 157. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
11 Labor Code § 232.5 is “one hundred dollars (\$100) for each aggrieved employee per period for
12 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
13 for each subsequent violation.”

14 158. Plaintiffs seeks from Google and Alphabet separately, on behalf of themselves,
15 the State of California, and all aggrieved employees, PAGA penalties as set forth above for each
16 employee per pay period within the statutory time frame.

17 **Eighth Cause of Action**

18 **PAGA (with reference to Labor Code § 232.5)**

19 **Illegal Prohibition on Disclosure of Working Conditions in General**

20 **(As to Google and Alphabet (collectively Google))**

21 159. As described above, Google requires employees, as a condition of employment, to
22 refrain from disclosing information about Google’s and/or Adecco’s working conditions. This is
23 a violation of California Labor Code §§ 232.5(a) and (b).

24 160. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
25 Labor Code § 232.5 is “one hundred dollars (\$100) for each aggrieved employee per period for
26 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
27 for each subsequent violation.”

1 161. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
2 State of California, and all of the aggrieved employees, PAGA penalties as set forth above for
3 each employee per pay period within the statutory time frame.

4 **Ninth Cause of Action**

5 **PAGA (with reference to Labor Code § 232)**

6 **Illegal Prohibition on Whistleblowing about Wages**

7 **(As to Google and Alphabet (collectively Google))**

8 162. As described above, Google requires employees, as a condition of employment, to
9 refrain from disclosing information about the amount of his or her wages. This includes
10 whistleblowing or the disclosure of information about Google’s failure to pay appropriate
11 amounts of overtime and other wages in accordance with the law. This is a violation of
12 California Labor Code §§ 232(a) and (b).

13 163. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
14 Labor Code § 232 is “one hundred dollars (\$100) for each aggrieved employee per period for the
15 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
16 each subsequent violation.”

17 164. Plaintiffs seeks from Google and Alphabet separately, on behalf of themselves,
18 the State of California, and all of the aggrieved employees, PAGA penalties as set forth above
19 for each employee per pay period within the statutory time frame.

20 **Tenth Cause of Action**

21 **PAGA (with reference to Labor Code § 232)**

22 **Illegal Prohibition on the Disclosure of Wages in General**

23 **(As to Google and Alphabet (collectively Google))**

24 165. As described above, Google requires employees, as a condition of employment, to
25 refrain from disclosing information about the amount of his or her wages in general. This is a
26 violation of California Labor Code §§ 232(a) and (b).

27 166. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
28 Labor Code § 232 is “one hundred dollars (\$100) for each aggrieved employee per period for the

1 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
2 each subsequent violation.”

3 167. Plaintiffs seek from Google and Alphabet, separately, on behalf of themselves, the
4 State of California, and all of the aggrieved employees, PAGA penalties as set forth above for
5 each employee per pay period within the statutory time frame.

6 **Eleventh Cause of Action**

7 **PAGA (with reference to Labor Code § 1197.5(j)/(k))**

8 **Illegal Prohibition on Whistleblowing about Wages**

9 **(As to Google and Alphabet (collectively Google))**

10 168. As described above, Google prohibits employees from disclosing their own
11 wages, discussing the wages of others, or inquiring about another employee’s wages. This
12 includes whistleblowing or the disclosure of information about Google’s failure to pay
13 appropriate amounts of overtime, and other wages in accordance with the law. It also includes
14 information about gender or other disparities in pay. This is a violation of California Labor Code
15 § 1197.5(j)/(k).

16 169. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
17 Labor Code § 1197.5 is “one hundred dollars (\$100) for each aggrieved employee per period for
18 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
19 for each subsequent violation.”

20 170. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
21 State of California, and all of Google’s aggrieved employees, PAGA penalties as set forth above
22 for each employee per pay period within the statutory time frame.

1 **Twelfth Cause of Action**

2 **PAGA (with reference to Labor Code § 1197.5(j)/(k))**

3 **Illegal Prohibition on Discussion of Wages in General**

4 **(As to Google and Alphabet (collectively Google))**

5 171. As described above, Google prohibits employees from disclosing their own
6 wages, discussing the wages of others, or inquiring about another employee's wages in general.
7 This is a violation of California Labor Code § 1197.5(j)/(k).

8 172. Under the Private Attorneys General Act, the penalty for a violation of Labor
9 Code § 1197.5 is "one hundred dollars (\$100) for each aggrieved employee per period for the
10 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
11 each subsequent violation."

12 173. Plaintiff seek from Google and Alphabet separately, on behalf of themselves, the
13 state of California, and all aggrieved employees, PAGA penalties as set forth above for each
14 employee per pay period within the statutory time frame.

15 **Thirteenth Cause of Action**

16 **PAGA (with reference to Labor Code § 98.6)**

17 **Illegal Threats of Discharge for Engaging in Lawful Conduct during Non-Work Hours**

18 **(As to Google and Alphabet (collectively Google))**

19 174. As described above, Google threatens to discharge employees for engaging in
20 lawful conduct during non-work hours. This lawful conduct includes the exercise of
21 constitutional rights such as freedom of speech, freedom to speak the press, and economic liberty
22 under both the California and federal constitutions.

23 175. Labor Code § 98.6 provides for a civil penalty under PAGA of \$10,000 per
24 employee to be paid directly to the employee for these violations.

25 176. In addition to the PAGA penalty described above, under the Private Attorneys
26 General Act, an additional civil penalty for a violation of Labor Code § 98.6 is "one hundred
27 dollars (\$100) for each aggrieved employee per period for the initial violation and two hundred
28 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation."

1 177. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
2 state of California, and all of Google’s aggrieved employees, PAGA penalties as set forth above
3 for each employee per pay period within the statutory time frame.

4 **Fourteenth Cause of Action**

5 **PAGA (with reference to Labor Code § 96(k))**

6 **Illegal Prohibition on Engaging in Lawful Conduct during Non-Work Hours**

7 178. As described above, Google prohibits employees from engaging in lawful conduct
8 during non-work hours. This lawful conduct includes the exercise of constitutional rights such
9 as freedom of speech, freedom to speak the press, and economic liberty under both the California
10 and federal constitutions. The lawful conduct also includes engaging in conduct protected by the
11 Labor Code with respect to disclosing information about wages and working conditions and
12 illegal conduct.

13 179. Under the Private Attorneys General Act, the penalty for a violation of Labor
14 Code § 96(k) is “one hundred dollars (\$100) for each aggrieved employee per period for the
15 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
16 each subsequent violation.”

17 180. Plaintiffs seek from Google and Alphabet separately, on behalf of themselves, the
18 state of California, and all aggrieved employees, PAGA penalties as set forth above for each
19 employee per pay period within the statutory time frame.

20 **Fifteenth Cause of Action**

21 **PAGA (with reference to Labor Code § 232.5)**

22 **(Regarding Working Conditions Set Forth in Policies)**

23 **(As to Google and Alphabet (collectively Google))**

24 181. As described above, Google prohibits disclosing information about their working
25 conditions by declaring its workplace policies “confidential” and “for internal use only.” Indeed,
26 and notwithstanding its inadequate cure efforts, Google even declares its Harassment Release
27 “confidential.” This is a violation of Labor Code §§ 232.5(a) and (b).

- a. Stating for whom they work on social media such as LinkedIn.
- b. Commenting on Adecco or any Adecco client.
- c. Discussing disagreements with others or even the names of their co-workers.
- d. Talking with friends about their workday.
- e. Reporting suspected violations of the law to the government or to an attorney, including whistleblowing about securities law violations or false claims act violations.
- d. Talking to the press about Adecco or any Adecco client.
- e. Approaching an Adecco client for a full-time job.
- f. Asking an Adecco client why their work assignment ended.

187. None of the above examples evidences conduct that is arguably protected or prohibited by the National Labor Relations Act.

188. Plaintiff disputes that the Court’s “crucial element” test for *Garmon* preemption is the correct one. Nevertheless, the Court can resolve whether Adecco’s agreements and policies have the impact referenced above (whether in whole or in part), and thus violate Labor Code §§ 96(k) and 98.6, without deciding a “crucial element” of a claim arguably within the jurisdiction of the NLRB: I.e., whether the agreements or policies restrict current employees in the exercise of their § 7 rights under the National Labor Relations Act.

189. Plaintiff Correa thus seeks from Adecco, on behalf of herself, the state of California, and all of the aggrieved employees, PAGA penalties for each employee currently or formerly employed by Adecco in California, per pay period, within the statutory time frame.

Eighteenth Cause of Action

PAGA (with reference to Labor Code §§ 232 and 1197.5(j)/(k))

(As To Adecco)

190. As described above, Adecco prohibits aggrieved employees, including Correa, throughout California from disclosing information about their own wages or the wages of others. Among other things, Adecco’s confidentiality agreements and policies prohibit current and former employees from:

1 a. Disclosing wage information for the purpose of seeking new work or
2 negotiating a higher salary on an individual basis both during and following employment.

3 c. Disclosing wage information post-employment for the purpose of
4 recruiting employees from their former employer.

5 b. Disclosing wage information for the purpose of whistleblowing to an
6 attorney or to the government about illegal wage and hour practices.

7 d. Disclosing wage information for other reasons having nothing to do with
8 the National Labor Relations Act, including (but not limited to) assuring worried parents that
9 they can afford to pay the rent.

10 191. None of the above examples evidences conduct that is arguably protected or
11 prohibited by the National Labor Relations Act.

12 192. Plaintiff disputes that the Court's "crucial element" test for *Garmon* preemption is
13 the correct one. Nevertheless, the Court can resolve whether Adecco's agreements and policies
14 have the impact referenced above (whether in whole or in part), and thus violate Labor Code §
15 232.5, without deciding a "crucial element" of a claim arguably within the jurisdiction of the
16 NLRB: I.e., whether the agreements or policies restrict current employees in the exercise of their
17 § 7 rights under the National Labor Relations Act.

18 193. Plaintiff Correa thus seeks from Adecco, on behalf of herself, the state of
19 California, and all of the aggrieved employees, PAGA penalties for each employee currently or
20 formerly employed by Adecco in California, per pay period, within the statutory time frame.

21 **Nineteenth Cause of Action**

22 **PAGA (with reference to Labor Code §§ 232.5)**

23 **(As To Adecco)**

24 194. As described above, Adecco prohibits aggrieved employees, including Correa,
25 throughout California from disclosing information about their working conditions to anyone.
26 Among other things, Adecco's confidentiality agreements and policies prohibit current and
27 former employees from, among other things:
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1 a. Disclosing information about working conditions for the purpose of
2 seeking different employment (e.g., to explain an employee’s reason for seeking a new job, or to
3 discuss one’s accomplishments on a LinkedIn resume).

4 b. Disclosing information about working conditions post-employment for the
5 purpose of competing against Adecco or its clients for employees by comparing or contrasting
6 working conditions at competing firms.

7 c. Disclosing working conditions for the purpose of whistleblowing to an
8 attorney or to the government about illegal employment practices.

9 d. Disclosing working conditions for other reasons having nothing to do with
10 the National Labor Relations Act, including (but not limited to) commiserating with a friend
11 about the long hours one is required to work.

12 195. None of the above examples evidences conduct that is arguably protected or
13 prohibited by the National Labor Relations Act.

14 196. Plaintiff disputes that the Court’s “crucial element” test for *Garmon* preemption is
15 the correct one. Nevertheless, the Court can resolve whether Adecco’s agreements and policies
16 have the impact referenced above, and thus violate Labor Code §§ 232.5, without deciding a
17 “crucial element” of a claim arguably within the jurisdiction of the NLRB: I.e., whether the
18 agreements or policies restrict current employees in the exercise of their § 7 rights under the
19 National Labor Relations Act.

20 197. Plaintiff Correa thus seeks from Adecco, on behalf of herself, the state of
21 California, and all of the aggrieved employees, PAGA penalties for each Adecco employee also
22 currently or formerly employed by Adecco, per pay period, within the statutory time frame.

23 **Twentieth Cause of Action**

24 **PAGA (with reference to Labor Code §§ 1102.5(a))**

25 **(As To Adecco)**

26 198. As described above, Adecco prohibits aggrieved employees, including Correa,
27 throughout California from reporting reasonably suspected violations of the law to the
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1 government or to an attorney. Among other things, Adecco’s confidentiality agreements and
2 policies prohibit current and former employees from, among other things:

- 3 a. Reporting securities law violations.
- 4 b. Reporting false claims act violations.
- 5 c. Reporting violations of the Foreign Corrupt Practices Act.
- 6 d. Reporting violations of other state and federal laws completely unrelated
7 to the terms and conditions of an employee’s employment.
- 8 e. Reporting violations of state and federal laws relating to an employee’s
9 individual concerns about compliance with employment laws.

10 199. None of the above examples evidences conduct that is arguably protected or
11 prohibited by the National Labor Relations Act.

12 200. Plaintiff disputes that the Court’s “crucial element” test for *Garmon* preemption is
13 the correct one. Nevertheless, the Court can resolve whether Adecco’s agreements and policies
14 have the impact referenced above (whether in whole or in part), and thus violate Labor Code §
15 1102.5(a) without deciding a “crucial element” of a claim arguably within the jurisdiction of the
16 NLRB: I.e., whether the agreements or policies restrict current employees in the exercise of their
17 § 7 rights under the National Labor Relations Act.

18 201. Plaintiff Correa thus seeks from Adecco, on behalf of herself, the state of
19 California, and all of the aggrieved employees, PAGA penalties for each employee currently or
20 formerly employed by Adecco in California, per pay period, within the statutory time frame.

21 **Twenty-First Cause of Action**

22 **PAGA (with reference to Labor Code § 432.5)**

23 **(As To Adecco)**

24 202. As described above, Adecco requires aggrieved employees to agree in writing to
25 terms and conditions that it knows is prohibited by law. Adecco requires its employees to agree
26 to a confidentiality agreement and other writings that, among other things.

- 27 a. Fails to include the notice required by the Defend Trade Secrets Act.

1 b. Prohibits employees from reporting securities law violations, in violation
2 of SEC Rule 21F-17.

3 c. Prohibits employees from reporting suspected violations of the law, in
4 violation of Labor Code § 1102.5, public policy, and numerous other whistleblower laws.
5 Prohibits employees seeking employment with an Adecco client without Adecco’s consent.

6 d. Prohibits employees from seeking full time work with an Adecco client.

7 e. Prohibits employees from asking an Adecco client why their assignment
8 ended.

9 f. Prohibits employees from ever using the general skills, knowledge,
10 acquaintances, and the overall experience they obtain at Adecco and its clients in practicing their
11 trade.

12 f. Prohibits employees from ever using customer and other information
13 learned at Adecco or its clients in practicing their trade even when that information is readily
14 available to competitors through normal competitive means.

15 g. Prohibits employees from disclosing information about their own or other
16 employees’ wages for any reason (including in furtherance of practicing their trade).

17 h. Prohibits employees from disclosing information about Adecco and their
18 clients’ working conditions for any reason (including in furtherance of practicing their trade).

19 i. Prohibits employees from identifying their joint employer (i.e., Adecco’s
20 clients) on their LinkedIn profile and other social media.

21 j. Prohibits employees from engaging in lawful conduct during non-work
22 hours in violation of Labor Code § 96(k) and 98.6 by, for example, “blogging” about Adecco or
23 its clients.

24 203. Through this conduct (among other things), Adecco knowingly requires
25 employees to sign a writing that violates numerous laws, including the Cartwright Act, Business
26 & Professions Code § 16600, the Defend Trades Secrets Act, the rules of the Securities and
27 Exchange Commission, the California Constitution’s liberty of speech clause, the Labor Code
28 sections referenced above, and Business and Professions Code § 17200 *et seq.*

- 1 c. Ask an Adecco client why their assignment ended.
- 2 d. Use and disclose the general skills, knowledge, acquaintances, and the
- 3 overall experience they obtain at Adecco and its clients in working for other employers or
- 4 themselves.
- 5 e. Use and disclose the customer and other information learned at Adecco or
- 6 its clients in practicing their trade when that information is readily available to competitors
- 7 through normal competitive means.
- 8 f. Discuss Adecco and its clients during non-work hours and away from their
- 9 employer’s premises, except when such discussions would reveal trade secrets.
- 10 g. Identify Adecco clients in their social media profiles.
- 11 h. Use and disclose information about working conditions and wages.
- 12 i. Disclose trade secrets in accordance with the Defend Trade Secrets Act.
- 13 j. Report suspected violations of the law, including securities law violations.
- 14 k. Engage in other conduct protected by California law.

15 211. None of the above examples evidences conduct that is arguably protected or

16 prohibited by the National Labor Relations Act.

17 212. Plaintiff disputes that the Court’s “crucial element” test for *Garmon* preemption is

18 the correct one. Nevertheless, the Court can resolve all or part Plaintiff Correa’s unfair

19 competition claim without deciding a “crucial element” of a claim arguably within the

20 jurisdiction of the NLRB: I.e., whether the agreements or policies restrict current employees in

21 the exercise of their § 7 rights under the National Labor Relations Act.

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1 **CAUSES OF ACTION**

2 **AS TO ALL DEFENDANTS**

3 **Twenty-Third Cause of Action**

4 **PAGA (with reference to Labor Code § 432.5)**

5 **(Illegal Releases)**

6 **(As to all Defendants)**

7 213. California law prohibits agreements requiring employees to release potential
8 claims as a condition of employment. For example:

9 a. California Civil Code § 1668 states all contracts which exempt a person
10 from responsibility for willfully injuring another violate the law.

11 b. California Civil Code § 3513 states that a law established for a public
12 reason cannot be contravened by private agreement.

13 c. California Labor Code § 5000 states that no contract, rule, or regulation
14 can exempt an employer from liability under California's workers compensation laws.

15 214. As described above, Defendants require employees to release non-waivable rights
16 as a condition of working for Defendants, including their rights under Title VII, FEHA, and
17 California's workers compensation laws. Defendants know or should know that these releases
18 violate the law, yet they require them anyway.

19 215. Accordingly, Defendants impose a term and condition of employment on all
20 employees that they know or should know is prohibited by law in violation of Labor Code §
21 432.5.

22 216. Under the Private Attorneys General Act (PAGA), the penalty for a violation of
23 Labor Code § 432.5 "is one hundred dollars (\$100) for each aggrieved employee per period for
24 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
25 for each subsequent violation."

26 217. Plaintiffs seek from each Defendant separately, on behalf of themselves, the State
27 of California, and all aggrieved employees, PAGA penalties as set forth above for each employee
28 per pay period within the statutory time frame.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. Full and complete civil penalties for each separate violation of PAGA in accordance with the Private Attorneys General Act.
2. Attorneys' fees and costs under PAGA, CCP § 1021.5, or any other applicable law or doctrine.
3. Interest on penalties.
4. A public injunction.
5. All other relief the Court deems proper and just.

Dated: November 21, 2017

BAKER CURTIS & SCHWARTZ, P.C.

By: 

Chris Baker

Attorneys for Plaintiffs

JOHN DOE, DAVID GUDEMAN

AND PAOLA CORREA

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury.

Dated: November 21, 2017

BAKER CURTIS & SCHWARTZ, P.C.

By: 

Chris Baker

Attorneys for Plaintiffs

JOHN DOE, DAVID GUDEMAN

AND PAOLA CORREA