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10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

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

16 Plaintiff,

17 vs.

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

21 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

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

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 **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 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).

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

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

13 188. Plaintiff disputes that the Court’s “crucial element” test for *Garmon* preemption is
14 the correct one. Nevertheless, the Court can resolve whether Adecco’s agreements and policies
15 have the impact referenced above (whether in whole or in part), and thus violate Labor Code §§
16 96(k) and 98.6, without deciding a “crucial element” of a claim arguably within the jurisdiction
17 of the NLRB: I.e., whether the agreements or policies restrict current employees in the exercise
18 of their § 7 rights under the National Labor Relations Act.

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

22 **Eighteenth Cause of Action**

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

24 **(As To Adecco)**

25 190. As described above, Adecco prohibits aggrieved employees, including Correa,
26 throughout California from disclosing information about their own wages or the wages of others.
27 Among other things, Adecco’s confidentiality agreements and policies prohibit current and
28 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:
28

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
28

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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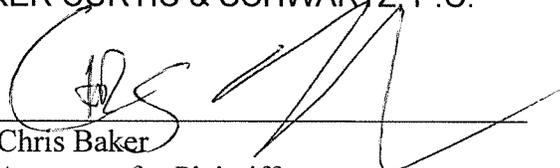
PRAYER FOR RELIEF

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

Exhibit 1

Baker & Schwartz

professional corporation
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
415.433.1064
cbaker@bakerlp.com
www.bakerlp.com

May 17, 2016

Via Certified Mail

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Michael Pfyl
Google, Inc.

██████████
1600 Amphitheatre Pkwy
Mountain View, CA 94043

RE: Request For Relief Under the Private Attorney General's Act

Dear LWDA and Mr. Pfyl:

I represent ██████████, a ██████████ employee of ██████████ employers Google, Inc. ██████████ ██████████. ("the Employers"). ██████████ is an "aggrieved employee" under California Labor Code sections 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employers.

██████████ seeks to represent himself and other current and former employees with respect to violations of the California Labor Code pursuant to Labor Code sections 2699 *et seq.* The facts and theories in support of his claims are set forth below.

Specifically, the Employers maintain Data Classification Guidelines (Exhibit 1) and a Code of Conduct (Exhibit 2) that define all information as confidential and prohibits its dissemination to third parties in violate Labor Code §§ 232, 232.5, 1102.5, 1197.5, and 432.5, as well as the notice provision of the Defend Trade Secrets Act. More specifically, the Classification Guidelines and Code of Conduct prohibit the disclosure of wages, working conditions, and suspected violations of the law. The Guidelines and Code of Conduct also fail to provide a notice of immunity as required by the Defend Trade Secrets Act.

LWDA
Michael Pfyl
May 17, 2016
Page 2

In addition, the Employers maintain a policy of requiring employees to sign standard at-will agreements that defines confidential information in a manner that violates Labor Code § 1102.5 and Business and Professions Code § 16600. (Exhibit 3). More specifically, the at-will agreement's overbroad definition of "confidential information," and the restrictions on the disclosure of such information, constitute an unlawful restraint of trade under Business & Professions Code § 16600. A violation of § 16600 constitutes an unlawful business practice under Business & Professions Code § 17200. Google's policy of requiring employees to sign these agreements also violate Labor Code § 1102.5(a) insofar as the agreements prohibit employees from disclosing non-trade secret information evidencing a violation of the law to government agencies. The at-will agreements also fail to provide the notice of immunity as required by the Defend Trade Secrets Act.

The Employers are aware that the Guidelines, Code of Conduct, and at-will agreements are illegal, and thus they are also engaged in a violation of Labor Code § 432.5. Among other things, Employers are sophisticated business entities with competent counsel. It would be impossible for them *not* to know that employer policies and agreements that prohibit employees from disclosing certain information encompassed by the guidelines, code of conduct, and at-will agreements are unlawful.

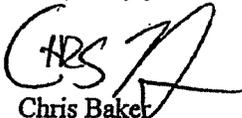
The aggrieved employees are all current and former Google [REDACTED] employees who are or were subject to these Guidelines and the Code of Conduct as a condition of their employment.

The aggrieved employees are also all current and former Google [REDACTED] employees who are or were subject to Google's standard at-will agreement.

Accordingly, Plaintiff seeks civil penalties on behalf of himself and all other aggrieved employees in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,


Chris Bakel

Baker & Schwartz

professional corporation
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
415.433.1064
cbaker@bakerlp.com
www.bakerlp.com

June 14, 2016

Via Certified Mail

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Michael Pfyl
Google, Inc.
██████████
1600 Amphitheatre Pkwy
Mountain View, CA 94043

RE: Request For Relief Under the Private Attorney General's Act

Dear LWDA and Mr. Pfyl:

I represent ██████████, a ██████████ employee of joint employers Google, Inc. and ██████████ (‘‘the Employers’’). ██████████ is an ‘‘aggrieved employee’’ under California Labor Code sections 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employers and to supplement ██████████ May 17, 2016 LWDA PAGA letter.

In addition to the matters set forth in May 17, 2016, ██████████ adds the following facts and theories with respect to Google ██████████ violations of the California Labor Code.

1. Google and ██████████ require Aggrieved Employees (including ██████████) to sign an illegal contract as a condition of employment. In addition to defining ‘‘confidential information’’ in an overbroad and illegal manner (as set forth in the May 17, 2016 letter), the contract prohibits an employee from keeping, recreating, or delivering to any other person or entity documents and materials that pertain to an employee’s work at Google (*or* that contain ‘‘confidential information’’). This provision violates Labor Code §§ 232 (declaring unlawful policies or practices that prohibit the disclosure of wages), 232.5 (declaring unlawful policies or practices that prohibit the disclosure of working conditions), 1102.5 (declaring unlawful policies or practices that prohibit the disclosure of suspected illegal conduct), 1197.5 (declaring unlawful

LWDA
Michael Pfyf
June 14, 2016
Page 2

prohibitions on sharing or disclosing wage information), and the federal Defense of Trade Secrets Act (as set forth in the prior LWDA letter). The provision also violates the California Constitution's Liberty of Speech and Right to Privacy provisions (which applies to private employers and prohibits restrictions on speech and the infringement of private communications), as well as Business and Professions Code § 16600 (as set forth in the prior LWDA letter). The contract is thus illegal pursuant to the above Labor Code provisions, as well as pursuant to Business & Professions Code § 17200. Google [REDACTED] are well aware of this illegality. Accordingly, the contract violates Labor Code § 432.5 for this reason as well.

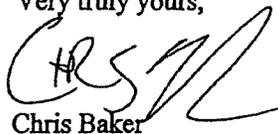
2. Google [REDACTED] policies concerning Confidential Data and its Code of Conduct (as set forth in the May 17, 2016 LWDA letter) violate the California Constitution's Liberty of Speech and Right to Privacy provisions. These illegal policies are integrated by reference into the Aggrieved Employees employment contracts. Google [REDACTED] is aware that these policies are illegal. Thus, the policies and contracts violate of Labor Code § 432.5.

3. Google [REDACTED] also maintain an illegal "Communication with Care" or Communication Training policy, as well as Communication Guidelines that restricts employees from communicating internally or externally about the legality of certain Google [REDACTED] conduct or actions, or the dangers or legal risks associated with Google [REDACTED] products or practices, including with respect to communications with law enforcement. These policies violate Labor Code §§ 232, 232.5, 1102.5, 1197.5, the California Constitution's Liberty of Speech and Right to Privacy Provisions, as well as the federal Defense of Trade Secrets Act. As such, the policies (though their integration into Google [REDACTED] standard employment agreements) also violate Labor Code § 432.5.

Accordingly, Plaintiff seeks civil penalties on behalf of the State, himself and all other Aggrieved Employees in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,


Chris Baker

cc: Cameron Fox (outside counsel for the Employers)



**BAKER CURTIS &
SCHWARTZ PC**

Chris Baker
44 Montgomery Street, Suite 3520
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December 19, 2016

Via On-Line

Labor & Workforce Development Agency
Attention: PAGA Administrator

Via Certified Mail

Kent Walker
Senior Vice President and General Counsel
Google, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

David Drummond
Senior Vice President/Chief Legal Officer
Alphabet, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

RE: Request For Relief Under the Private Attorneys General Act

Dear LWDA, Mr. Walker, and Mr. Drummond:

This letter follows up on the May 16 and June 14, 2016 correspondence concerning Google, Inc.'s violations of the California Labor Code under the Private Attorneys General Act ("Prior Correspondence"). I represent [REDACTED], a current employee of Google, Inc. and Alphabet, Inc.

[REDACTED] is an "aggrieved employee" under California Labor Code sections 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employers.

[REDACTED] seeks to represent himself and other current and former employees with respect to violations of the California Labor Code pursuant to Labor Code sections 2699 *et seq.* The facts and theories in support of his claims are set forth in his Prior Correspondence, as well as in the attached Complaint.

LWDA
Kent Walker
David Drummond
December 19, 2016
Page 2

In addition to the facts and theories set forth in his prior correspondence and the attached complaint, [REDACTED] adds the following:

1. Alphabet, Inc. is a joint employer of [REDACTED]. Alternatively, Alphabet, Inc. and Google, Inc. constitutes a single employer of Ruffner and/or it constitutes an integrated enterprise such that Alphabet is also responsible for the conduct of Google, Inc. Among other things, Google, Inc. is a wholly-owned subsidiary of Alphabet, Alphabet and Google, Inc. share directors, share executives, share locations, share assets, share policies and procedures, and there is common control of labor relations. Alphabet is thus liable for all Labor Code and PAGA violations alleged in Plaintiff's Prior Correspondence to the LWDA, as well as in the attached Complaint against Google, Inc.

2. Also, Google, Inc. and Alphabet, Inc. violate Labor Code § 432.5 by requiring employees, as a condition of employment, to agree in writing to a Confidentiality Agreement and policies that violate California's unfair competition law. As detailed in the Complaint, these agreements and policies unlawfully prohibit employees from engaging in competition, violate Rule 21F-17 of the Securities and Exchange Commission, and violate public policy by prohibiting employees from sharing information with their own attorneys and attorneys representing shareholder in securities actions.

3. In addition, and as further detailed in the attached Complaint, Labor Code § 96(k) protects employees who engage in lawful conduct during non-work hours. There is a recognized constitutional right to freedom of speech, freedom of the press, and freedom to work (i.e., to "economic liberty") that is protected under Labor Code § 96(k). Through their unlawful Confidentiality Agreement and unlawful confidentiality policies, Alphabet and Google threaten to discharge all employees who exercise their constitutional right to speech and in aid of the press. Google and Alphabet also threaten to discharge employees who exercise their right to economic liberty in seeking new employment. This violates Labor Code § 98.6. A violation of Labor Code § 96(k) gives rise to PAGA penalties, as does a violation of Labor Code § 98.6. In addition to regular PAGA penalties under Labor Code §2699 *et seq.* (which applies to both Labor Code § 96(k) and 98.6), the civil PAGA penalty for a violation of Labor Code § 98.6 is an additional \$10,000 per employee to be paid to the employee.

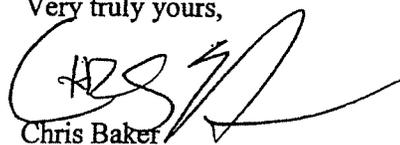
The aggrieved employees are all current and former Google and Alphabet employees who are or were subject to Google, Inc.'s and Alphabet, Inc.'s unlawful Confidentiality Agreement and unlawful policies.

LWDA
Kent Walker
David Drummond
December 19, 2016
Page 3

Accordingly, Plaintiff seeks civil penalties on behalf of himself and all other aggrieved employees against both Google and Alphabet, Inc. in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,


Chris Baker

Baker & Schwartz

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San Francisco, CA 94104
415.433.1064
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www.bakerlp.com

January 31, 2017

Via On-Line

Labor & Workforce Development Agency
Attention: PAGA Administrator

Via Certified Mail

Kent Walker
Senior Vice President and General Counsel
Google, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

David Drummond
Senior Vice President/Chief Legal Officer
Alphabet, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

RE: Request For Relief Under the Private Attorneys General Act

Dear LWDA, Mr. Walker, and Mr. Drummond:

I represent David Gudeman. Gudeman is an “aggrieved employee” of Google, Inc. and Alphabet, Inc. under California Labor Code sections 2699 *et seq.* Gudeman worked for these employers in California from approximately 2013 through 2016.

The purpose of this letter is to provide notice to the LWDA and his employers.

As a Google/Alphabet employee, Gudeman was subject to the same unlawful agreements and policies as those set forth in Doe v. Google, Inc., Case No. CGC-16-556034. As a former employee, Google/Alphabet contend that Gudeman remains subject to the unlawful agreements/policies, including those that restrain trade and prohibit Gudeman’s ability to speak

LWDA
Kent Walker
David Drummond
January 31, 2017
Page 2

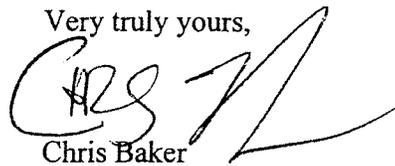
about his experiences working at Google/Alphabet. Among other things, Gudeman is considering writing a book or articles about his experiences.

Gudeman, like Doe, seeks to represent other current and former aggrieved employees, as well as the State of California, with respect to the claims alleged and identified in Doe's First Amended Complaint, Doe's original complaint, and Doe's LWDA letters of May 17, 2016, June 14, 2016, and December 19, 2016 (including the attachments to those letters). All of these materials – other than the First Amended Complaint - have previously been provided to the LWDA and the employers. Doe's First Amended Complaint is attached as Exhibit 1 to this to this LWDA.

The aggrieved employees are all current and former Google and Alphabet employees who are or were subject to Google, Inc.'s and Alphabet, Inc.'s unlawful Confidentiality Agreement and unlawful policies.

Accordingly, Gudeman seeks civil penalties on behalf of himself and all other aggrieved employees against both Google and Alphabet, Inc. in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,

Chris Baker

cc: Cameron Fox



**BAKER CURTIS &
SCHWARTZ PC**

Chris Baker
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
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cbaker@bakerlp.com
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February 14, 2017

Via On-Line

Labor & Workforce Development Agency
Attention: PAGA Administrator

Via Certified Mail

Kent Walker
Senior Vice President and General Counsel
Google, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

Chief Legal Officer or General Counsel
and Kimberly Raffield
Adecco Group North America
10151 Deerwood Park Blvd.
Building 200, Suite 400
Jacksonville, FL 32256

David Drummond
Senior Vice President/Chief Legal Officer
Alphabet, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

Chief Legal Officer or General Counsel
Adecco USA, Inc.
10151 Deerwood Park Blvd.
Building 200, Suite 400
Jacksonville, FL 32256

RE: Request For Relief Under the Private Attorneys General Act

Dear LWDA and Employers:

I represent Paola Correa. Correa is an "aggrieved employee" of Google, Inc., Alphabet, Inc., Adecco Group North America, and Adecco USA, Inc. ("the Employers") under California Labor Code sections 2699 *et seq.*

The purpose of this letter is to provide notice to the LWDA and the Employers pursuant to Labor Code § 2699 *et seq.* Correa seeks to represent the aggrieved employees and the State of California with respect to the claims and employers identified below.

Most recently, Correa worked for the Employers in California from approximately 2015 through 2016. Correa was directly employed by Adecco Group North America and Adecco USA, Inc. (“Adecco”), both temporary service providers. She was assigned to work for Google and Alphabet as a contingent worker.

Correa worked for Google and Alphabet at their campus and on their projects and was subject to their direct day-to-day control. She reported to a Google/Alphabet supervisor, she was terminated at Google/Alphabet’s request, and she (like all contingent workers) was subject to Google and Alphabet’s policies. Correa also was subject to Adecco’s policies and agreements.

Correa also worked directly for Google and Alphabet in 2013 and 2014, and remains subject to Google/Alphabet’s unlawful confidentiality agreement.

As a Google/Alphabet/Adecco employee, Correa was subject to the same unlawful agreements and policies as those set forth in Doe v. Google, Inc., Case No. CGC-16-556034. These agreement and policies violate PAGA for the reasons set forth in Doe’s First Amended Complaint, Doe’s original complaint, and Doe’s LWDA letters of May 17, 2016, June 14, 2016, and December 19, 2016. These materials are attached as Exhibit 1 to this correspondence.

In addition to the claims against Google and Alphabet set forth above and in Exhibit 1, Correa sets forth the following additional facts and theories with respect to her claims against Adecco under the Private Attorneys General Act.

1. Adecco – as Correa’s employer – is also responsible for the PAGA violations identified in Exhibit 1 with respect to Adecco employees working for Google/Alphabet,
2. Independent of any Google/Alphabet assignment, Adecco requires its employees to sign an illegal Confidentiality and Non-Disclosure agreement. A copy of the Confidentiality Agreement is attached as Exhibit 2. Among other things:
 - a. The Agreement contains an illegal non-compete clause (Section 4) that prohibits Adecco employees from working for the Adecco client. California law prohibits illegal restraints of trade as an unfair or illegal business practice. See Business & Professions Code §§ 16600, 17200.
 - b. The Agreement contains an illegal provision (Section 5) that defines “Confidential Information” to include essentially everything “not previously made available to the public.” The Confidentiality Agreement has no temporal or geographic limitations (see Section 8. As set forth in Exhibit 1 with respect to the Google/Alphabet confidentiality agreement, such provisions violate numerous provisions of the California Labor Code, including Labor Code §§ 96(k), 232, 232.5, 1197.5(k), and 1102.5. The provisions also violate public policy, the Rules of the Securities and Exchange Commission, and the federal Defend Trade

Secret Act. The provisions also constitute an illegal restraint of trade. For all these reasons, the Agreement violates Business & Professions Code § 17200. Adecco – a large employer – knows or should know the Confidentiality Agreement is unlawful. Accordingly, the Agreement also violates Labor Code § 432.5.

3. Also as an Adecco employee, Correa was also required to sign an agreement accepting the terms of the Adecco Employee Handbook. The Adecco Handbook – which is set forth as Exhibit 3 – violates California law. For example:

a. The Handbook – which discusses wages, compensation and terms and conditions of employment – declares itself “confidential” and prohibits employees from disclosing the contents of the handbook outside of Adecco.

b. Adecco’s Social Media Policy prohibits Adecco employees from disclosing even the identity of their joint employer (in this case Google/Alphabet). According to Adecco, the prohibition on employee conduct includes: “activity like checking in at the office, identifying yourself as an employee at your contracted company on your social profiles, tagging or referring to the contracted company in status updates, or blogging about the company.” The policy also prohibits employees from sharing so-called “sensitive information” of Adecco or client employers such as “internal communications, identities of co-workers or contractors [and] company operations. . . .” The policy also prohibits any airing of “dirty laundry.”

c. The Handbook also requires aggrieved employees to comply with Adecco’s policies as well as its client employers’ policies upon threat of discharge.

d. Similar to the Google/Alphabet policies (as detailed in Exhibit 1), the Adecco Handbook and the policies contained therein violate Labor Code §§ 232(a) and (b), 232.5(a) and (b), 1102.5, 1197.5(k), 96(k), and 98.6. They also violate the California and US Constitution’s right to freedom and/or liberty of speech and right to economic liberty. Requiring aggrieved employees to sign the Handbook as a condition of employment also violates Labor Code § 432.5 because Adecco knows or should know the Handbook contains illegal provisions. Finally, the Handbook and the policies contained therein are an unfair and unlawful business practice under California Business & Professions Code § 17200 et seq. and constitute an illegal restraint of trade.

4. Finally, Adecco requires aggrieved employees to sign – as a condition of employment – two future waivers of workers compensation and/or other claims. Specifically, Adecco requires employees to sign a waiver of any claims arising from their attendance at social events, as well as a waiver of any claims arising from an aggrieved employees’ use of the G-Bike. (See Exhibit 4.)

These future waivers violate California law and the California Labor Code. As stated in Cal. Civ. Code §§ 1668, “all contracts which have for their object, directly or indirectly, to

exempt anyone from responsibility for his . . . willful injury to the person or property of another, or violation of the law, whether willful or negligent, are against the policy of the law.” See also, Cal Civ Code § 3513 (“a law established for a public reason cannot be contravened by a private agreement.”); *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 100; *Santa Barbara v. Superior Court* (2007) 41 Cal.4th 747. Moreover, Labor Code § 5000 states – with respect to workers compensation claims specifically – “no contract, rule or regulation shall exempt the employer from liability for the compensation fixed by in this division,” and Labor Code § 5001 states that “no release of liability or compromise agreement is valid unless it is approved by the appeals board or referee.” See, also, *Claxton v Waters* (2004) 34 Cal.4th 367 (2004).

In short, an employer cannot condition employment on the release of potential claims against the employer or its clients.

The only conceivable purpose of these illegal waivers is to deter employees from bringing claims. The waivers constitute an unfair and unlawful business practice under Business & Professions Code § 17200 *et seq.* Adecco knows or should know these agreements are illegal in California. Requiring employees to sign them also violates Labor Code § 432.5.

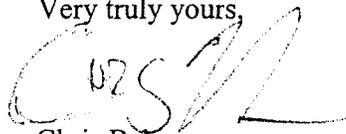
The aggrieved employees are all current and former Google and Alphabet employees – including contingent workers (employed by Adecco or otherwise) - who are or were subject to the violations set forth in Exhibit 1.

The aggrieved employees are also all current or former employees of Adecco who are or were subject to Adecco’s unlawful confidentiality agreement, handbook, and waivers.

Accordingly, Correa seeks civil penalties on behalf of herself and all other aggrieved employees, as well as the State of California, in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,



Chris Baker

cc: Cameron Fox



**BAKER CURTIS &
SCHWARTZ PC**

Chris Baker
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
tel. (415) 433-1064
cbaker@bakerlp.com
www.bakerlp.com

February 14, 2017

Via On-Line

Labor & Workforce Development Agency
Attention: PAGA Administrator

Via Certified Mail

Kent Walker
Senior Vice President and General Counsel
Google, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

David Drummond
Senior Vice President/Chief Legal Officer
Alphabet, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

*RE: Request For Relief Under the Private Attorneys General Act
LWDA Case Nos. LWDA-CM-191775-16; LWDA-CM-210850-17;
LWDA Case No. LWDA-CM-213240-17.*

Dear LWDA, Mr. Walker, and Mr. Drummond:

I represent John Doe (who has been previously identified), David Gudeman, and Paola Correa. All are "aggrieved employees" of Google, Inc. and Alphabet, Inc. under California Labor Code sections 2699 *et seq.*

The purpose of this letter is to provide notice to the LWDA, Google, and Alphabet pursuant to Labor Code § 2699 *et seq.*

Specifically, Google and Alphabet require employees to sign, as a condition of employment, a secret release of future claims arising from exposure to “adult content,” including “text, descriptions, graphics, pictures, and/or other files.” The agreement requires Doe, Gudeman, and Correa, and all other aggrieved employees (including contingent workers), to “release Google Inc. and all its subsidiaries and affiliates from any and all liability associated with having this material present in the work environment, including but not limited to claims of harassment, hostile work environment and discrimination.” A copy of the releases is attached as **Exhibit 1**.

The release violates PAGA in a number of ways. Specifically:

1. By declaring this release “confidential” (or “secret”) the release violates Labor Code § 232.5(a) and (b), which prohibits employers from preventing employees (or requiring employees to sign a document that purports to prevent employees) from disclosing information about the employers’ working conditions.

2. The secret agreement unlawfully requires the release of unwaivable statutory rights to a harassment and discrimination-free workplace under FEHA and Title VII. It is well-established that sexual jokes, images, commentary, etc. can be harassing and discriminatory. It is equally well-established, as stated in Cal. Civ. Code §§ 1668, that “all contracts which have for their object, directly or indirectly, to exempt anyone from responsibility for his . . . willful injury to the person or property of another, or violation of the law, whether willful or negligent, are against the policy of the law.” See also, Cal. Civ. Code § 3513 (“a law established for a public reason cannot be contravened by a private agreement.”); *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 100; *Santa Barbara v. Superior Court* (2007) 41 Cal.4th 747.

Accordingly, an employer cannot condition employment on the release of potential discrimination and harassment claims. The only conceivable purpose of these illegal waivers is to: (1) deter employees from bringing claims and (2) permit Google and Alphabet to engage in harassing and discriminatory behavior without consequence. The waivers constitute an unfair and unlawful business practice under Business & Professions Code § 17200 *et seq.* Google and Alphabet know or should know these agreements are illegal. Requiring employees to sign them violates Labor Code § 432.5.

The aggrieved employees are all current and former Google and Alphabet employees – including contingent workers - who are or were required to sign the form release (or any version of the release) attached as Exhibit 1.

LWDA
Google
Alphabet
February 14, 2017
Page 3

Accordingly, Doe, Gudeman, and Correa seeks civil penalties on behalf of themselves and all other aggrieved employees, as well as the State of California, in accordance with Labor Code §§ 2699 *et seq.* with respect to these violations.

Thank you for your attention to this matter.

Very truly yours,


Chris Baker

cc: Cameron Fox

Exhibit 1

Employee and Temporary Workers Adult Content Liability Release

Confidential: For Google Employees and Temporary Workers on Assignment at Google Only

Employee and Temporary Workers Adult Content Liability Release

During my employment or assignment at Google, I may be exposed to sensitive “adult content”, such as text, descriptions, graphics, pictures, and/or other files commonly referred to as being “adult” content.

I acknowledge that exposure to this material may be part of my essential job function and hereby release Google Inc. and its subsidiaries and affiliates from any and all liability associated with having this material present in the work environment, including but not limited to claims of harassment, hostile work environment and discrimination. This agreement does not change or impact the at-will status of my employment or my assignment at Google.

David Gudeman

Participant (Employee) Signature

11/19/2013

Date Signed

Employee and Temporary Workers Adult Content Liability Release

Confidential: For Google Employees and Temporary Workers on Assignment at Google Only

Employee and Temporary Workers Adult Content Liability Release

During my employment or assignment at Google, I may be exposed to sensitive "adult content", such as text, descriptions, graphics, pictures, and/or other files commonly referred to as being "adult" content.

I acknowledge that exposure to this material may be part of my essential job function and hereby release Google Inc. and its subsidiaries and affiliates from any and all liability associated with having this material present in the work environment, including but not limited to claims of harassment, hostile work environment and discrimination. This agreement does not change or impact the at-will status of my employment or my assignment at Google.

Paola C Correa

Participant (Employee) Signature

05/21/2014

Date Signed

Employee and Temporary Workers Adult Content Liability Release

Confidential: For Google Employees and Temporary Workers on Assignment at Google Only

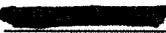
Employee and Temporary Workers Adult Content Liability Release

During my employment or assignment at Google, I may be exposed to sensitive "adult content", such as text, descriptions, graphics, pictures, and/or other files commonly referred to as being "adult" content.

I acknowledge that exposure to this material may be part of my essential job function and hereby release Google Inc. and its subsidiaries and affiliates from any and all liability associated with having this material present in the work environment, including but not limited to claims of harassment, hostile work environment and discrimination. This agreement does not change or impact the at-will status of my employment or my assignment at Google.



E-Signature



Name of Employee

07/21/14

Date

I Agree

By selecting "I Agree" you acknowledge receipt of the notice above. We will store the date and time that you acknowledged receipt of this notice. Upon clicking "Submit & continue", a copy of this notice will be emailed to you.



**BAKER CURTIS &
SCHWARTZ PC**

Chris Baker
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
tel. (415) 433-1064
cbaker@bakerlp.com
www.bakerlp.com

October 5, 2017

Via On-Line

Labor & Workforce Development Agency
Attention: PAGA Administrator

Via Certified Mail

Kent Walker
Senior Vice President and General Counsel
Google, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

Chief Legal Officer or General Counsel
and Kimberly Raffield
Adecco Group North America
10151 Deerwood Park Plvd
Building 200, Suite 400
Jacksonville, FL 32256

David Drummond
Senior Vice President/Chief Legal Officer
Alphabet, Inc.
1600 Amphitheatre Pkwy
Mountain View, CA 94043

Adecco USA Inc.
10151 Deerwood Park Blvd.
Building 200, Suite 400
Jacksonville, FL 32256

*RE: Request For Relief Under the Private Attorneys General Act
LWDA Case Nos: LWDA-CM-191775-16, 210850-17, 213240-17*

Dear LWDA and Employers:

I represent Paola Correa. Correa is an “aggrieved employee” of Google, Inc., Alphabet, Inc., Adecco Group North America, and Adecco USA, Inc. (“the Employers”) under California Labor Code sections 2699 *et seq.*

The purpose of this letter is to provide notice to the LWDA and the Employers pursuant to Labor Code § 2699 *et seq.*

LWDA
The Employers
October 5, 2017
Page 2

This letter follows the February 14, 2017 LWDA letter concerning Google and Adecco's illegal agreements and policies, the other LWDA letters concerning this subject matter, and the complaints filed in the San Francisco Superior Court in *Doe v. Google, Inc.*, Case No. CGC-16-556034. Correa hereby incorporates those letters and complaints by reference, including the most recent complaint (attached as Exhibit 1).

Most recently, Google produced a copy of a confidentiality agreement signed by Correa as a condition of her employment with the Employers dated July 7, 2016. (Ex. 2). All Google and Alphabet employees, including contingent workers such as Correa, are required to sign this agreement or one that is similar.

This confidentiality agreement contains an "illegal adult content liability release" that was the subject of the February 14, 2017 LWDA notice and the complaints referenced above. The Employers knows (or should know) this provision is unlawful. For this reason, the illegal adult content liability release, whether it is free-standing or contained in a confidentiality agreement, violates Labor Code § 432.5.

The confidentiality agreement also constitutes an illegal restraint of trade in violation of Business & Professions Code §§ 16600, 17200, and the Cartwright Act. The confidentiality agreement also fails to include the notice required by the Federal Defend Trade Secrets Act and Business & Professions Code § 17200. The Employers know or should know the agreements are illegal for these reasons as well. In this way, the agreement violates Labor Code § 432.5.

The confidentiality agreement also prohibits Correa (and all other employees who are required to sign the agreement or anything similar) from disclosing information about her wages and working conditions, and the wages and working conditions of others, in violation of Labor Code §§ 232, 232.5, and 1197.5(k). The Employers know or should know the agreement violates these Labor Code sections. In this way as well, the agreement also violates Labor Code § 432.5.

Moreover, through the confidentiality agreement, the Employers also threaten to discharge employees (including Correa) for engaging in lawful conduct, away from their employer's premises, during non-work hours, in violation of Labor Code §§ 96(k) and 98.6. This lawful conduct includes exercising their right to free speech as protected by California's liberty of speech provision and the U.S. Constitution's First Amendment. The Employers know the agreement is illegal for these reasons as well. In this way, the agreement violates Labor Code § 432.5.

The confidentiality agreement also prohibits employees (including Correa) from reporting misconduct to Adecco and others, in violation of Labor Code § 1102.5(a). The Employers also know or should know the agreement violates this Labor Code provision as well. In this way, the agreement also violates Labor Code § 432.5.

LWDA
The Employers
October 5, 2017
Page 3

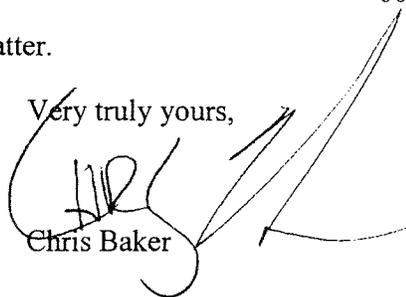
Finally, in December 2016, Google and Adecco fired Correa. In order to remain an applicant of Adecco (and potentially receive other assignments with other employers), Adecco required Correa to sign an "exit certificate" or a similar document. Adecco has refused to produce this document to Correa, claiming that it cannot be found. On information and belief, this document required Correa – like all employees whose employment at a particular joint employer ends -- to comply with Adecco's and the joint employers' unlawful agreements and policies as set forth in the prior LWDA notices and the complaints in the *Doe v. Google* matter.

The aggrieved employees are all current and former Google, Alphabet and/or Adecco employees who are or were subject to the violations set forth in this letter, the prior LWDA notices, and the complaints in *Doe v. Google*.

Accordingly, Correa seeks civil penalties on behalf of herself and all other aggrieved employees, as well as the State of California, in accordance with Labor Code §§ 2699 *et seq.*

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be "Chris Baker", written over a printed name. The signature is stylized and includes a large flourish that extends upwards and to the right.

Chris Baker

cc: Cameron Fox; Steve Blackburn

Exhibit 1

Exhibit 1 - the Fourth Amended Complaint - purposefully not included to conserve paper.

Exhibit 2

GOOGLE INC.

**CONFIDENTIAL INFORMATION AND INVENTION
ASSIGNMENT AGREEMENT FOR NON-EMPLOYEE WORKERS ("AGREEMENT")**

As a condition of and in consideration for my use of services, obtaining a facilities access badge and/or the necessary facility, system, or information system access for my assignment for Google Inc., its related companies, subsidiaries, affiliates, successors or assigns (together "Google"), I agree to the following:

1. Nature of Assignment.

(a) Not An Employment Relationship. I acknowledge that I will provide services to Google as an employee or agent of ADECCO [Vendor/Agency/Company Name] (hereafter "Contractor") and not as an employee of Google. I understand and acknowledge that nothing in this Agreement or my assignment for Google creates or shall be construed as creating an employer-employee relationship between me and Google.

(b) Benefits and Perks. I understand and agree that I will not be entitled to any compensation, options, stock, insurance or other rights or benefits accorded to employees of Google, waive any right to them, and promise never to claim them, regardless of whether a court, government agency, arbitrator, or other entity later determines that I was a common-law employee of Google for any statutory purpose. I understand that I will not be entitled or authorized to use or participate in many perks Google offers to its employees. I understand that no one is authorized to make me an oral offer or promise of employment at Google and that in the event I receive such a promise or offer, it is not enforceable and I cannot rely on it.

(c) Contractor's Duties. I will direct any requests for vacation, sick time, disability or religious accommodations, leaves of absence, or schedule changes to Contractor, not Google. I understand that Contractor is exclusively responsible for providing all statutorily required benefits and insurance coverage (including workers compensation coverage), for paying any employment-related taxes, and for any withholdings or deductions, as well as compliance with any laws related to my pay.

(d) Complete Nature of Assignment. Section 1 of this agreement represents the entire agreement between me and Google regarding the nature of my assignment for Google and supersedes any prior or contemporaneous agreement on this subject matter.

2. Confidential Information.

(a) Google Information. I understand that, as a result of my assignment for Google, I will obtain extensive and valuable Confidential Information belonging to Google. I agree at all times during my assignment for Google and thereafter to hold in the strictest confidence and not to use, except for the benefit of Google, or to disclose to any person, firm or corporation without written authorization of the Chief Executive Officer or the Board of Directors of Google, any Google Confidential Information, except under a non-disclosure agreement duly authorized and executed by Google. I understand that my unauthorized use or disclosure of Google Confidential Information may lead to disciplinary action by the Contractor, including immediate termination of my assignment for Google and legal action by the Contractor and/or Google. I understand that "Google Confidential Information" means any Google non-public information that relates to Google, professional and personal information about any employee of Google, Google's structural or reporting information, the actual or anticipated business or research and development of Google, technical data, trade secrets or know-how (including but not limited to, research, product plans, or other information regarding Google's products or services and their marketing), the identity of Google's customers (including, but not limited to, customer lists), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, employee data, or other business information. I further understand that Google Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of mine.

(b) Contractor or Former Employer Information. I agree that I will not, during my assignment for Google, improperly use or disclose any proprietary information or trade secrets of the Contractor or any former or concurrent employer or other person or entity. Further, I will not bring onto Google premises

Eff. Date January 2016
US version

GOOGLE INC.

any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Third Party Information. I recognize that Google may have received and in the future may receive from third parties associated with Google, e.g., customers, suppliers, licensors, licensees, partners, or collaborators, their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between Google and such Associated Third Parties. I agree at all times during my assignment for Google and thereafter to hold in the strictest confidence and not to use or to disclose any Associated Third Party Confidential Information, except as necessary in carrying out my assignment for Google consistent with Google's agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my assignment will lead to disciplinary action by the Contractor, including immediate termination of my assignment for Google and legal action by the Contractor and/or Google.

(d) User Data. User Data means information in any format that Google or Contractor collects, either directly or indirectly, from or about users of Google services. User Data includes information collected from Google users, created by users, received on behalf of users, or generated about users. User Data includes (1) aggregate or anonymous data related to any user or use of Google services, and (2) information that may be used to uniquely identify, contact, or locate a user, including but not limited to name, address, telephone number, e-mail address, government ID number, financial account numbers, IP addresses, cookie data, or any other information associated with user activity. I agree to treat User Data as Google Confidential Information under this Agreement, even if some or all of the information is publicly known, and to access, use and disclose User Data only as authorized by and in accordance with this Agreement and Google policies.

3. Intellectual Property

(a) Definitions. "Intellectual Property" means any and all inventions, original works of authorship, data, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registerable under patent, copyright or similar laws. "Google Intellectual Property" means any and all Intellectual Property that I create, conceive, author, develop, reduce to practice, or otherwise contribute to during my assignment with Google, or with the use of Google's equipment, supplies, or facilities, or Google Confidential Information, but excluding (1) such Intellectual Property that I am under a written obligation to assign to Contractor provided that (i) such Intellectual Property directly relates to the services and/or products that Google has engaged Contractor for and such Intellectual Property is subject to a written agreement between Google and Contractor and (ii) I perfect the assignment of such Intellectual Property to Contractor in writing, and (2) any invention or subject matter which is subject to and fully qualifies for an exclusion at law operable in the jurisdiction of my assignment (such as California Labor Code Section 2870, the text of which is available at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=iab&group=02001-03000&file=2870-2872>, with respect to California, USA).

(b) Assignment of Intellectual Property to Google. I agree that I will promptly make full written disclosure to Google of Google Intellectual Property, and that I will keep and maintain written records documenting Google Intellectual Property, and that these records shall be available to and owned by Google Inc. (or its designee). I also agree to hold in trust for the sole right and benefit of Google Inc., and hereby assign to Google Inc. (or its designee) all my right, title, and interest in Google Intellectual Property including any and all copyrights, patents, or other rights thereto. I agree to assist Google (or its designee) at Google's expense, in every proper way to secure Google's rights in Google Intellectual Property including securing any copyrights, patents, or other rights. This includes executing all applications, oaths, assignments and all other instruments which Google shall deem proper or necessary in order to assign, secure and enforce such rights worldwide. If Google is unable for any reason to secure my signature in this regard then I hereby irrevocably designate and appoint Google and its duly authorized officers and agents as my agent and attorney in fact, to, on my behalf and in my stead

Eff. Date January 2016
US version

GOOGLE INC.

execute and file any papers, oaths and to do all other lawfully permitted acts with respect to Google Intellectual Property with the same legal force and effect as if executed by me. I also acknowledge that my obligations under this section shall continue after the termination of my assignment for Google.

(c) *Inventions Retained and Licensed.* In my work for Google, I agree to only use Intellectual Property as authorized and directed by Google and Contractor (if applicable) and agree not to incorporate or use my own Intellectual Property (such as any invention owned by me or in which I have an interest). If, however, in the course of my assignment, I incorporate any of my own Intellectual Property, I hereby grant to Google Inc. a nonexclusive, royalty-free, fully paid, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to such of my Intellectual Property that I incorporate or use.

4. Access to Google Property, Information Technology, and Information.

(a) *Authorization.* I understand that whenever I access Google Property (including but not limited to Google facilities, offices, and equipment), Information Technology (online accounts, email or remote computing services, systems, computers, mobile devices, storage media or documents) and Information (including but not limited to all forms of Google Confidential Information, Associated Third Party Confidential Information, User Data and Intellectual Property) I must be acting (1) within the scope of my assignment, (2) within legitimate business purposes specifically authorized by Google during my assignment, and (3) in compliance with Google's policies. I promise that I will not access or use any Google Property, Information Technology, or Information beyond the scope of my assignment, specific authorization, and the policies of Google, as they may be updated from time to time.

(b) *Authorized Services, Hardware and Software.* I understand that I am not permitted to (1) use any Information Technology to conduct the business of Google unless Google has authorized such use in writing, or (2) add any unauthorized, unlicensed or non-compliant software to Google-managed Information Technology. I will not use unauthorized Information Technology to conduct the business of Google or copy unauthorized software into Google-managed Information Technology or otherwise use unauthorized software for Google business. I understand that it is my responsibility to comply with Google's policies and not attempt to circumvent Google's policies or controls through the use of unauthorized Information Technology or software.

(c) *Audit and Management.* I acknowledge that I have no expectation of privacy in any Information Technology that is used to conduct the business of Google. Google may audit and search all Information Technology used to conduct the business of Google without further notice to me for any business-related purpose in Google's sole discretion. I promise to provide Google with access to any Information Technology used to conduct the business of Google immediately upon request. I acknowledge and consent to Google, in its sole discretion, taking reasonable steps to prevent unauthorized access to Google property and information. Such steps may include, for example, suspension of access to accounts or remote deletion of data or remote wipe of devices used to conduct the business of Google where (1) Google identifies a risk that Information Technology used to conduct the business of Google has been compromised, lost or stolen, and (2) upon suspension of or separation from my assignment for Google.

(d) *Separation.* Upon separation from my assignment for Google or on demand by Google during my assignment, I will immediately (1) stop accessing Google Property, Information Technology, and Information; and (2) deliver to Google, and not keep in my possession, recreate, or deliver to anyone else, any and all Google Property, Information Technology, and Information, including any and all copies of Google Confidential Information, Associated Third Party Confidential Information, User Data, and Intellectual Property. I will make a prompt and reasonable search for any such material in my possession or control. If I locate such material, I will notify Google and provide a computer-useable copy of it. I will cooperate reasonably with Google to verify that the necessary copying is completed, and, when Google confirms compliance, I will delete fully all Google Confidential Information.

5. Export Statement of Assurance. I recognize that, in the course of my assignment, Google may release to me items (including, but not limited to, software, technology, or systems, equipment and components) subject to the Export Administration Regulations ("EAR") or the International Traffic in Arms

*Eff. Date January 2016
US version*

GOOGLE INC.

Regulations ("ITAR"). I hereby certify that I am authorized to receive such items and that I will not export, re-export or release these items in violation of the EAR or ITAR or other applicable export control laws and regulations. To comply with this certification, I will not disclose/export/re-export these items to any person other than the persons in my working group as required in the performance of the services and responsibilities assigned to me by Google. I understand that if I have any question regarding whether a given disclosure/export/re-export is or would be contrary to this certification, I should immediately contact the Google Legal Department before acting.

6. **Compliance with Anti-Bribery Laws.** I agree that, during the term of my assignment for Google, I will comply with all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 ("Anti-Bribery Laws"), which prohibits offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, I will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

7. **Code of Conduct And Policies Acknowledgement.** I acknowledge that I have read Google's Code of Conduct, which is available on Google's public website and can be found by clicking "About Google" and looking on the "Investor Relations" page of the site, and which is incorporated here by reference. I agree to adhere to the terms of Google's Code of Conduct and to report any violations of the Code. I acknowledge that other Google policies are applicable and accessible to me during my assignment, including but not limited to Google's Insider Trading Policy and Information Security Policies. I agree to review and adhere to the terms of such policies.

8. **Adult Content Liability Release.** During my assignment for Google, I acknowledge that I may be exposed to sensitive "adult content," such as text, descriptions, graphics, pictures, and/or other material commonly referred to as being "adult" content. I acknowledge that exposure to this material may be part of my essential job function and hereby release Google and its subsidiaries and affiliates from any and all liability associated with having this material present in the work environment, including but not limited to claims of harassment, hostile work environment, and discrimination.

9. **Permission for Use of Images.** I understand that, during my assignment, Google may obtain digital, film, or other images of me for subsequent use in materials or collateral for Google. I hereby grant advance permission for such use of my image(s) by Google, both during and after my assignment, and I understand that I will not receive any royalties or other compensation for this use.

10. **Arbitration and Equitable Relief**

(a) **Arbitration.** IN CONSIDERATION OF MY USE OF GOOGLE FACILITIES OR SERVICES, OBTAINING THE NECESSARY FACILITIES ACCESS BADGE AND/OR THE NECESSARY FACILITY, SYSTEM, OR INFORMATION SYSTEMS ACCESS FOR MY ASSIGNMENT FOR GOOGLE, AND ITS PROMISE TO ARBITRATE ALL DISPUTES RELATED TO MY ASSIGNMENT, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING GOOGLE AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF GOOGLE IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY ASSIGNMENT FOR GOOGLE OR THE TERMINATION OF MY ASSIGNMENT FOR GOOGLE, INCLUDING ANY BREACH OF THIS AGREEMENT, WILL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTION 1, ET SEQ.). I AGREE THAT I MAY ONLY COMMENCE AN ACTION IN ARBITRATION, OR ASSERT COUNTERCLAIMS IN AN ARBITRATION, ON AN INDIVIDUAL BASIS AND, THUS, I HEREBY WAIVE MY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION(S) AGAINST GOOGLE, TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT I MAY BRING A PROCEEDING AS A PRIVATE ATTORNEY GENERAL IF PERMITTED BY LAW. DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER

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LOCAL, STATE, OR FEDERAL LAW, INCLUDING CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE FAIR LABOR STANDARDS ACT, CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION AND ANY OTHER CONTRACTUAL, TORT OR STATUTORY CLAIMS UNDER FEDERAL, LOCAL AND ANY OTHER APPLICABLE LAWS OF THE STATE IN WHICH I PERFORM MY ASSIGNMENT AT GOOGLE, TO THE EXTENT ALLOWED BY LAW. I UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY LEGAL DISPUTES THAT GOOGLE MAY HAVE WITH ME.

(b) Procedure. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "JAMS RULES"), WHICH ARE AVAILABLE ON THE "RULES/CLAUSES" PAGE OF JAMS' PUBLIC WEBSITE (www.jamsadr.com), AND NO OTHER RULES FROM JAMS. I AGREE THAT THE ARBITRATOR WILL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS OR TO STRIKE, DEMURRERS, AND MOTIONS FOR CLASS CERTIFICATION, PRIOR TO ANY ARBITRATION HEARING. I ALSO AGREE THAT THE ARBITRATOR WILL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, INCLUDING INJUNCTIVE RELIEF, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, AS PERMITTED BY LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I UNDERSTAND THAT GOOGLE WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I WILL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, BUT ONLY SO MUCH OF THE FILING FEES AS I WOULD HAVE INSTEAD PAID HAD I FILED A COMPLAINT IN A COURT OF LAW. I AGREE THAT THE ARBITRATOR WILL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH I PERFORM MY ASSIGNMENT FOR GOOGLE, AND THAT THE ARBITRATOR WILL APPLY SUBSTANTIVE LAW OF SUCH STATE AND THE FEDERAL RULES OF CIVIL PROCEDURE TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH THE LAWS OF THE STATE IN WHICH I PERFORM MY ASSIGNMENT FOR GOOGLE, THE SUBSTANTIVE LAW OF THE STATE IN WHICH I PERFORM MY ASSIGNMENT OR THE FEDERAL RULES OF CIVIL PROCEDURE WILL TAKE PRECEDENCE. I AGREE THAT THE DECISION OF THE ARBITRATOR WILL BE IN WRITING. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN THE COUNTY IN WHICH I PERFORM OR PERFORMED MY ASSIGNMENT WITH GOOGLE AT THE TIME MY ASSIGNMENT ENDED, IF APPLICABLE.

(c) Remedy. EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT, ARBITRATION WILL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND GOOGLE. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES AND THIS AGREEMENT, NEITHER I NOR GOOGLE WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL GOOGLE POLICY, AND THE ARBITRATOR WILL NOT ORDER OR REQUIRE GOOGLE TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW. NOTHING IN THIS AGREEMENT OR IN THIS PROVISION IS INTENDED TO WAIVE THE PROVISIONAL RELIEF REMEDIES AVAILABLE UNDER THE RULES.

(d) Availability of Injunctive Relief. I UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF THIS AGREEMENT ANY OTHER AGREEMENT WITH GOOGLE REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NON-COMPETITION OR NON-SOLICITATION WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFORE. ACCORDINGLY, BOTH PARTIES WILL BE ENTITLED, AS A MATTER OF RIGHT, TO SEEK AND OBTAIN, IN ANY COURT OF COMPETENT JURISDICTION WITH RESPECT

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TO ANY ACTUAL OR THREATENED BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NON-COMPETITION OR NONSOLICITATION: (I) A DECREE OR ORDER OF SPECIFIC PERFORMANCE TO ENFORCE THE OBSERVANCE AND PERFORMANCE OF THE PARTIES' OBLIGATIONS; AND (II) AN INJUNCTION RESTRAINING SUCH BREACH OR THREATENED BREACH. IN THE EVENT THAT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS FEES AND COSTS.

(e) Administrative Relief. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, SUCH AS THE SECURITIES AND EXCHANGE COMMISSION, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, THE STATE UNEMPLOYMENT BOARD, THE WORKERS' COMPENSATION BOARD OR OTHER AGENCY OF THE STATE IN WHICH MY ASSIGNMENT FOR GOOGLE OCCURS, AS WELL AS CLAIMS EXPRESSLY EXCLUDED FROM ARBITRATION UNDER FEDERAL LAW, INCLUDING UNDER THE DODD-FRANK ACT. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM.

(f) Voluntary Nature of Agreement. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY GOOGLE OR ANYONE ELSE. I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND ITS TERMS, CONSEQUENCES, AND BINDING EFFECT. I RECOGNIZE THAT **I AM WAIVING MY RIGHT TO A JURY TRIAL.** I AGREE THAT I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

(g) Arbitration Clause, Governing Law. THIS ARBITRATION CLAUSE IS ENTERED PURSUANT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTION 1, ET SEQ.), BUT IN ALL OTHER RESPECTS THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE IN WHICH MY ASSIGNMENT FOR GOOGLE OCCURRED.

11. Protected Activity. For purposes of this Agreement, "Protected Activity" means filing a charge or complaint, or otherwise disclosing relevant information to or communicating, cooperating, or participating with, any state, federal, or other governmental agency, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, and the National Labor Relations Board but does not include the disclosure of any Google attorney-client privileged communications. I understand that nothing in this Agreement prohibits me from engaging in any Protected Activity. I understand that I am not required to obtain prior authorization from Google or to inform Google prior to engaging in any Protected Activity.

12. General Provisions.

(a) Governing law; Consent to Personal Jurisdiction. Except as specifically provided in Section 10, this Agreement is governed by the laws of the State in which I perform my assignment without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than the State in which I perform my assignment. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed there against me by Google arising from or relating to this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between Google and me and supersedes all prior discussions or representations between us, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Chief Executive Officer of Google and me. Any subsequent change(s) to my assignment or duties will not affect the validity or scope of this Agreement.

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(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of Google, its successors, and its assigns.

(e) Waiver. Waiver by Google of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

(f) Survivorship. The rights and obligations of the parties to this Agreement will survive termination of my assignment for Google.

DocuSigned by:

Paola Correa

47004609FC32417

Signature

Paola Correa

Name of Non-Employee (typed or printed)

PAO.CORREA23@GMAIL.COM

Email

7/7/2016

Date