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

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

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

15 Plaintiffs,

16 vs.

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

19 Defendants.

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*
06/01/2018
Clerk of the Court
BY: ANNA TORRES
Deputy Clerk

Case No. CGC-16-556034

**DECLARATION OF CHRIS BAKER IN
SUPPORT OF JOINT MOTION FOR
APPROVAL OF PAGA SETTLEMENT
RELATING TO LIABILITY RELEASE**

Department: 304 (COMPLEX)
Judge: Hon. Curtis E.A. Karnow
Hearing Date: June 25, 2018
Time: 3:00 p.m.

Complaint Filed: December 20, 2016
Trial Date: November 6, 2018

23 I, Chris Baker, declare as follows:

24 1. I am counsel of record for Plaintiffs in this action. I have personal knowledge of
25 the following facts.

26 2. On February 14, 2017, Plaintiffs filed a notice with the Labor Workforce and
27 Development Agency (“LWDA”) contending that Google’s Adult Content Liability Release
28 (“Liability Release”) violated California Labor Code §§ 232.5 and 432.5. The notice attached

1 copies of the Liability Releases signed by Plaintiffs. A copy of this PAGA notice, and the
2 Liability Releases signed by Plaintiffs, is attached as **Exhibit 1**.

3 3. On March 17, 2017, Google, without conceding liability or fault, notified the
4 LWDA that, “pursuant to Labor Code section 2699.3(c)(2)(A), Google has elected to effectuate a
5 ‘cure’ of the alleged violation in treating the [Liability Release] as confidential, by notifying
6 employees that the [Liability Release] has been rescinded, will not be enforced, and will not be
7 treated as confidential.” Google also instituted a new policy. A copy of Google’s cure notice,
8 along with its announcement and new policy is attached to this declaration as **Exhibit 2**.

9 4. In additional correspondence to the LWDA, Plaintiffs disputed Google’s cure
10 notice, arguing that it was insufficient because it failed to advise former employees, as well as
11 those working outside of California, that the release was not confidential. Google responded to
12 Plaintiffs’ correspondence, contending the cure was sufficient. The LWDA took no position on
13 the matter.

14 5. On October 4, 2017, Google produced an agreement signed by Plaintiff Correa
15 that contained the Liability Release language that is the subject of this Settlement. A copy of this
16 agreement is attached to this declaration as **Exhibit 3**.

17 6. Following a March 22, 2018 mediation before David Rotman (which produced a
18 Memorandum of Agreement), Google and Plaintiffs negotiated and entered into a long-form
19 settlement agreement and certain attachments. A copy of this long-form agreement, including the
20 attachments, is attached as **Exhibit 4**.

21 7. The March 22, 2018 mediation also resulted in a Memorandum of Agreement
22 concerning the “medical release” claims asserted in the *Cassel v. Google* matter pending in Santa
23 Clara Superior Court. The *Cassel* settlement will be presented to the *Cassel* court for approval.
24 Upon request, the parties will provide the Court with a copy of the *Cassel* settlement documents.

25 8. In seeking a third-party to administer this settlement, my firm obtained
26 competitive bids from three firms. Phoenix Class Action Administration Solutions provided the
27 lowest “not-to-exceed” bid of \$23,000 (absent unanticipated work). This bid covers
28 administration of the both the *Doe* and *Cassel* settlements. While I have not previously used

1 Phoenix, Google's counsel has, and I understand that his experience was a good one. Materials
2 from Phoenix's website detailing its experience, as well as a number of matters it has previously
3 provided services for, is attached as **Exhibit 5**. The parties request that the Court appoint Phoenix
4 as the administrator for this Settlement.

5 9. For the reasons stated in the Joint Motion, though not repeated here, I firmly
6 believe that the Settlement should be approved. I address the propriety of Plaintiffs' request for
7 fees, costs, and incentive payments in Plaintiffs' separate motion concerning these matters and
8 that motion's supporting papers.

9 I declare, under penalty of perjury, under the laws of the State of California, that the
10 foregoing is true and correct. Executed this 1st day of June, 2018, in San Francisco, California.

11
12 
13 Chris Baker

Exhibit 1



**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.

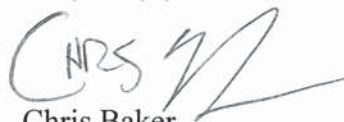
The aggrieved employees are all current and former Google and Alphabet employees – including contingent workers - who are or were required to sign the form release (or any version of the release) attached as Exhibit 1.

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

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Paola C Correa

Participant (Employee) Signature

05/21/2014

Date Signed

CORREA00011

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Only*

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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.

Exhibit 2

PAUL HASTINGS

1(213) 683-6301
cameronfox@paulhastings.com

March 17, 2017

59605.00031

BY CERTIFIED MAIL

Labor & Workforce Development Agency
Attention: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Notice of Cure
LWDA Case Nos.: LWDA-CM-191775-16; LWDA-CM-210850-17; LWDA-CM-213240-17

Dear Labor & Workforce Development Agency:

We represent Google Inc. and Alphabet Inc. (collectively "Google") with regard to the letter sent by Chris Baker to the Labor and Workforce Development Agency ("LWDA") on February 14, 2017, on behalf of John Doe, David Gudeman, and Paola Correa (attached as Exhibit A). Mr. Baker alleges, *inter alia*, that Google violated Labor Code section 232.5 by designating as "confidential" (in a header) an agreement entitled Employee and Temporary Workers Adult Content Liability Release (Exhibit B), and that the agreement is otherwise unlawful under the Labor Code. By way of background, some Google employees may be exposed to offensive material in connection with their jobs. For example, employees may be exposed to "adult content" or graphic or disturbing material that has been generated by users in the course of processing or investigating take-down or removal requests. The purpose of the agreement was to document that understanding, and Google maintains that the agreement is entirely lawful under the California Labor Code. However, out of an abundance of caution, pursuant to Labor Code section 2699.3(c)(2)(A), Google has elected to effectuate a "cure" of the alleged violation in treating the agreement as confidential, by notifying employees that the Employee and Temporary Workers Adult Content Liability Release has been rescinded, will not be enforced, and will not be treated as "Confidential."

In particular, all Google employees in California have computer access and must enter a central page, called "MOMA," to access the Company's network. Google routinely communicates policy changes and other information to employees on MOMA. On March 16, 2017, Google posted on the MOMA page a message (Exhibit C) expressly indicating that the Employee and Temporary Workers Adult Content Liability Release has been rescinded and will not be enforced, will not be treated as "Confidential," and has been replaced by a Policy Regarding Exposure to Adult Content and Graphic or Disturbing Material (Exhibit D) that also will not be treated as "Confidential." This message will remain on the MOMA page until April 13, 2017 (or longer, if the LWDA determines it is necessary).

Let us know if you have any questions.

Very Truly Yours,



Cameron W. Fox
of PAUL HASTINGS LLP

Attachments

cc: Chris Baker

EXHIBIT A



**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.
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*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.

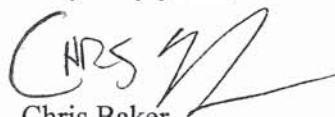
The aggrieved employees are all current and former Google and Alphabet employees – including contingent workers - who are or were required to sign the form release (or any version of the release) attached as Exhibit 1.

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

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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

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Paola C Correa

Participant (Employee) Signature

05/21/2014

Date Signed

CORREA00011

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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.

EXHIBIT B

Employee and Temporary Workers Adult Content Liability Release

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David Gudeman

Participant (Employee) Signature

11/19/2013

Date Signed

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Paola C Correa

Participant (Employee) Signature

05/21/2014

Date Signed

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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.

EXHIBIT C

New Policy to replace Adult Content Release

Mar 16, 2017

As of March 16th, we've launched a new policy entitled, "Policy Regarding Potential Exposure to Adult Content and Graphic or Disturbing Material" regarding the circumstances in which Googlers and temporary workers may necessarily be exposed to adult content, or graphic or disturbing material, as part of their job duties. All US Googlers and temporary workers are covered under this policy, and if you previously signed our "Employee and Temporary Workers Adult Content Liability Release," that document is rescinded and will not be enforced. In addition, please be aware that the "Employee and Temporary Workers Adult Content Liability Release" is not, and will not be treated as, "Confidential" material. You can read the new "Policy Regarding Potential Exposure to Adult Content and Graphic or Disturbing Material" in full, below. If you have any questions about the new policy, please contact policy-refresh@google.com.

[READ MORE](#)

EXHIBIT D

Policy Regarding Potential Exposure to Adult Content and Graphic or Disturbing Material (US)

All US Googlers and temporary workers are covered under this policy, and if you previously signed our "Employee and Temporary Workers Adult Content Liability Release," that document is rescinded and will not be enforced.

In addition, please be aware that neither this new policy, nor the "Employee and Temporary Workers Adult Content Liability Release," is or will be treated as "Confidential" material.

Depending on your role at Google, it is possible that you could be exposed to sensitive "adult content" or graphic or disturbing material that has been generated by Users, in the course of performing your regular job duties. For example, you might be exposed to such material as part of processing or investigating take-down or removal requests. Such content might include text, descriptions, graphics, photographs, videos and/or other types of files or media containing concepts or images that are sexual and/or violent in nature.

All Googlers and temporary workers assigned to work at Google are expected to bring to Google's attention right away any graphic or disturbing material that causes concern or distress. If a Googler or temporary worker no longer wishes to continue being placed in a position that exposes him/her to such material, he/she should inform Human Resources right away. Note, however, that Google may not be able to limit exposure to such material to the extent that such exposure is required by that individual's job responsibilities.

This policy is not intended to alter or detract in any way from Google's policies prohibiting unlawful harassment. Google's policies prohibiting harassment remain in effect at all times, and any employee who engages in harassment or offensive conduct that violates applicable law and/or Google policy will be subject to discipline up to and including termination.

Local employment practices for the US

Additional policies for non-exempt employees (US)

Affirmative action plans (US)

Americans with disabilities act accommodation (US)

At-will employment (US)

EEO is the law (US)

Employment types (US)

Equal opportunity (US)

Non-solicitation and non-competition agreements (US)

Part-time employment (US)

Pay transparency statement

Policy against harassment, discrimination and retaliation (US and Canada)

Policy Regarding Potential Exposure to Adult Content and Graphic or Disturbing Material (US)

Standards of Conduct Policy (US and Canada)*

Exhibit 3

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=lab&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,

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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

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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:

47CD45D9EC32417...

Signature

Paola Correa

Name of Non-Employee (typed or printed)

PAO.CORREA23@GMAIL.COM

Email

7/7/2016

Date

Exhibit 4

SETTLEMENT AGREEMENT

This Settlement Agreement under the California Labor Code Private Attorneys General Act (“PAGA”) is made by and between plaintiffs John Doe, David Gudeman, and Paola Correa (“Plaintiffs”), on behalf of themselves and on behalf of the State of California, on the one hand, and defendants Google Inc.¹ and Alphabet Inc. (collectively, including Google LLC, referred to herein as “Google”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *John Doe, et al. v. Google, Inc., et al.*, filed in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-556034.
- B. “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiffs on December 20, 2016 in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of San Francisco.
- E. “Covered Period” means the period of time from February 14, 2016 to the date the Court grants approval of the Settlement.
- F. “Google” means the defendants in this Action, Google Inc. and Alphabet Inc., and Google LLC.
- G. “Final” means: (1) that the Settlement has been finally approved by the Court with no objections (including objections by Plaintiffs or Plaintiffs’ counsel as to the award of incentive payments or fees, which must be made within 15 days of the order or are otherwise waived); or, if there are objections, either (1) the California Court of Appeal has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal has passed without further appeal; or (2) the applicable date for seeking appellate review of the Court’s final approval of the Settlement has passed without a timely appeal or request for review having been made.
- H. “Google’s Counsel” means Zachary P. Hutton and Cameron W. Fox of Paul Hastings LLP.
- I. “Order” means the Order Granting Approval of Settlement. The parties will submit a proposed Order in the form evidenced by Exhibit A to this Agreement for consideration by the Court.

¹ Google Inc. represents that it became Google LLC effective October 1, 2017.

- J. "Liability Release" means Google's former "Employee and Temporary Workers Adult Content Liability Release."
- K. "Liability Release PAGA Claims" are claims under PAGA that arise from or relate to the allegations contained in the Complaint that Google unlawfully required employees to waive harassment and/or discrimination claims by signing the Liability Release, whether such Liability Release existed as a free-standing document or as a part of a broader agreement. Liability Release PAGA Claims expressly include claims of individuals assigned to work at Google by the staffing firm Adecco USA Inc., Adecco Group, North America and/or any parent, subsidiary, or related Adecco entities (collectively "Adecco"). However, it does not include claims those Adecco employees may have against Adecco arising from the Liability Release, nor does it include temporary employees assigned to work at Google by other staffing firms.
- L. "LWDA" means the California Labor and Workforce Development Agency.
- M. "LWDA Payment" means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- N. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution of the LWDA Payment and as Settlement Shares to the PAGA Settlement Group Members after the deductions set forth in Sections III.C-E. The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members in payment of PAGA penalties.
- O. "PAGA Settlement Group Members" means current and former employees of Google in California, and all current and former employees of Adecco USA Inc., Adecco Group, North America and/or any related Adecco entities (collectively "Adecco") assigned by Adecco to work at Google in California, who signed any version of the Liability Release (and any similar forms allegedly signed by employees of Adecco who were assigned to work at Google) at any time during the Covered Period.
- P. "Plaintiffs" means the plaintiffs in the Action, John Doe, David Gudeman, and Paola Correa.
- Q. "Plaintiffs' Counsel" means the firm of Baker Curtis & Schwartz, P.C.
- R. "Released Parties" means Google, and any present and former parents, subsidiaries and affiliated companies or entities (not including Adecco or any other staffing firm providing temporary employees to Google), and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- S. "Settlement Administrator" means the administrator Phoenix Class Action Administration Solutions or a comparable vendor approved by the Court.
- T. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- U. "Total Settlement Amount" means the total amount to be paid by Google as provided by this Agreement.

II. FACTUAL BACKGROUND

- A. On December 20, 2016, Plaintiffs commenced this Action, seeking relief under PAGA on behalf of themselves and the PAGA Settlement Group Members based on their claim that Google enforced unlawful policies and made its employees agree to and sign certain unlawful documents.
- B. On February 14, 2017, Plaintiffs served a letter to the LWDA and Google in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Google of California Labor Code sections 232.5 and 432.5 for allegedly unlawfully requiring employees to waive harassment and/or discrimination claims by signing the Liability Release. The LWDA did not respond to Plaintiffs correspondence. Plaintiffs thereafter amended their Complaint to include claims based on the Liability Release.
- C. On March 22, 2018, the Parties participated in a mediation presided over by David Rotman. This mediation resulted in a Memorandum of Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into at the mediation.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Google that Plaintiffs' claims in the Action have merit or that it has any liability to Plaintiffs or the PAGA Settlement Group on those claims, or as an admission by Plaintiffs that Google's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Stipulation for Settlement Only.** Consistent with this Agreement, Plaintiffs will stipulate to the dismissal with prejudice of all claims against Google that arise from or relate to the Liability Release PAGA Claims.
- B. **Representation Regarding PAGA Settlement Group Members.** Google represents that there are approximately 10,603 individuals that compose the PAGA Settlement Group Members. The parties will request that Adecco certify the accuracy of this information as to Adecco employees working at Google, based on records kept in the ordinary course of business, as a condition of the final Settlement. The accuracy of the numbers will not affect this settlement unless they differ by more than 10% from the totals referenced herein.
- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$1,048,843.00. The Total Settlement Amount will cover (a) all Settlement Shares to PAGA Settlement Group Members pursuant to the Settlement (described in Section III.F-G); (b) the LWDA Payment; (c) Plaintiffs' attorneys' fees, costs, and expenses related to the claims encompassed by this Agreement (which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement including any and all motions related thereto, and obtaining a dismissal of the claims encompassed by this Agreement) (described in Section III.D); (d) the incentive payments set forth in Section III.E; and (e) the Settlement Administrator's fees and expenses.

- D. **Attorneys' Fees and Litigation Costs.** Google will not oppose an application for attorneys' fees in an amount that does not exceed 33% of the Total Settlement Amount (\$346,118.20). Google will not oppose an application for up to \$25,000 in litigation costs. IRS Forms 1099 and state and local equivalents will be issued to Plaintiffs' Counsel for any awarded attorneys' fees and expenses. Plaintiffs' Counsel will not seek, or be entitled to any attorneys' fees and/or expenses related to the claims encompassed by this Agreement, other than those specified in this Agreement.
- E. **Incentive Payments.** Plaintiffs' Counsel will request, and Google will not oppose, incentive payments to Plaintiffs from the Total Settlement Amount in an amount not to exceed \$1,000 per Plaintiff. This incentive payment shall be in addition to whatever payment the Plaintiffs are otherwise entitled to as PAGA Settlement Group Members. Each Plaintiff will be issued an IRS Form 1099 and its state and local equivalents for any incentive payment amount received under the Settlement.
- F. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; the remainder of the Net Settlement Amount shall be paid to the LWDA, as described below in Section III.I. The Settlement Share is intended to settle claims for civil penalties. Accordingly, the payments to PAGA Settlement Group Members will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the PAGA Settlement Group Member a Form 1099 with respect to the payment.
- G. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting for the amounts for the LWDA Payment, the Settlement Administrator's fees and expenses, the PAGA Representative Payment, and attorneys' fees, costs, and expenses, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided equally among all PAGA Settlement Group Members.
- H. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court.
- I. **Payment to LWDA.** The Settlement Administrator will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under PAGA (the "LWDA Payment"). If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount.
- J. **Appointment of Settlement Administrator.** In connection with a Joint Motion to the Court for an Order Approving this Agreement ("Joint Motion"), the Parties will propose a Settlement Administrator to distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. In the event that the Settlement is not approved, Google will pay the Settlement Administrator's reasonable fees incurred as of that time. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a

National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.

K. Procedure for Approving Settlement.

1. Motion for an Order Approving the Settlement.

- a. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing the Joint Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement.
- b. At the hearing on the Joint Motion, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit A to this Agreement.
- c. The Parties will jointly file the Joint Motion. If the Court does not grant the application for approval and issue an order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.
- d. If the Court does not grant approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.

L. No Right to Opt Out. The Parties agree there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude himself or herself from the Settlement.

M. Notice and Payment of Settlement Shares to PAGA Settlement Group Members. After the Court enters its order granting the Joint Motion, every PAGA Settlement Group Member will be provided with a notice concerning the Settlement (see Exhibit B; "Notice Packet") and payment of the PAGA Settlement Group Member's Settlement Share.

1. Within 35 days after the Court approval of the settlement, Google will provide to the Settlement Administrator the names, last known addresses and telephone numbers, and Social Security numbers of all PAGA Settlement Group Members. Google will endeavor to obtain from Adecco such information for PAGA Settlement Group Members assigned by Adecco to work at Google. If any or all

of the PAGA Settlement Group Member' data are unavailable to Google, Google will use best efforts to deduce or reconstruct the data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in Section III.M.3, or pursuant to Google's express written authorization or by order of the Court. Google shall provide to Plaintiffs' Counsel, and the Settlement Administrator will confirm, the total number of Settlement Group Members broken down by Google employees and Adecco employees performing work at Google.

2. Consistent with the timeframes set forth in Section III.P, the Settlement Administrator will send each PAGA Settlement Group Member the Notice Packet and payment of the PAGA Settlement Group Member's Settlement Share. The Settlement Administrator will mail the Notice Packets and Settlement Share payments to all identified PAGA Settlement Group Members, using the mailing address information provided by Google, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
3. In the event of returned or non-deliverable Notice Packets, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the Notice Packets. The Settlement Administrator will promptly, and not later than 15 days from receipt of the returned packet, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Google to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiffs' Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Plaintiffs' Counsel and Google's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Plaintiffs' Counsel and Google's Counsel will be entitled to receive from the Settlement Administrator any updated address information about a PAGA Settlement Group Member as the Settlement Administrator obtains such information.

- N. **Submission of Order.** Plaintiffs shall submit a copy of the order providing for or denying an award of civil penalties within 10 days after entry of the dismissal and/or Order, in compliance with Section 2699(1)(3) of the California Labor Code. If Plaintiffs fail to satisfy this condition in strict compliance with Section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Google's option. See Exhibit C.

- O. **Waiver of Right to Appeal.** Provided that the court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiffs, Google, and their respective counsel hereby waive any and all rights to appeal the final approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings or any waiver of Plaintiffs' Counsel's choice to contest the Court's award of fees, costs, or incentive payments. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Order becomes Final, as defined in this Agreement.
- P. **Timing of Settlement Payments.** Within 5 days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Google with wire transfer information. Within 20 days after the Settlement Administrator provides Google with wire transfer information, Google will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. The Settlement Shares, the LWDA Payment, and the attorneys' fees, costs, and expenses will be paid within 7 days after Google transfers the Total Settlement Amount to the Settlement Administrator.
- Q. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within 120 days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund.
- R. **Release and Waiver of Claims.**
1. **PAGA Settlement Group Members.** In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all known and unknown claims under PAGA against the Released Parties that arise out of or relate to the Liability Release PAGA Claims, including but not limited to claims for violation of California Labor Code sections 232.5 and 432.5 (the "PAGA Settlement Group Members' Released Claims"). Such claims include claims for attorneys' fees and costs. This Release does not apply to claims against Adecco nor claims of individuals outside the group definition who were assigned to work at Google through staffing firms other than Adedco.
 2. **Waiver of Rights under California Civil Code Section 1542.** The PAGA Settlement Group Members' Released Claims include all such respective claims, whether known or unknown by the releasing party. Thus, even if a PAGA

Settlement Group Member (including Plaintiffs) discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the PAGA Settlement Group Members' Released Claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiffs and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- S. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or the PAGA Settlement Group Members.
- T. **Confidentiality Preceding Approval.** Prior to filing the Joint Motion, Plaintiffs and their attorneys will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, clients, PAGA Settlement Group Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. Information regarding the Settlement may be disclosed to the Court if requested or in response to information disclosed by Google. If, before the filing of the Joint Motion, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Google may rescind the Settlement, rendering it null and void.
- U. **Miscellaneous Terms.**
 - 1. **No Admission of Liability.**
 - a. Google denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Google, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Google was meritorious. This Settlement and the fact that Plaintiffs and Google were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
 - b. Whether or not the Order becomes Final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.

- c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Plaintiffs' Counsel and Google's Counsel warrant and represent that they are authorized by Plaintiffs and Google, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the PAGA Settlement Group:

Chris Baker
Deborah Schwartz
Baker Curtis & Schwartz, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
cbaker@bakerlp.com
dschwartz@bakerlp.com

To Google:

Zachary P. Hutton
Paul Hastings LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
zachhutton@paulhastings.com

Cameron W. Fox
Ankush Dhupar
Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
Telephone: (213) 683-6000
Facsimile: (213) 627-0705
cameronfox@paulhastings.com
ankushdhupar@paulhastings.com

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 5/31, 2018

JOHN DOE

John Doe

Dated: _____, 2018

DAVID GUDEMAN

Dated: _____, 2018

PAOLA CORREA

Dated: _____, 2018

GOOGLE LLC

By: _____

APPROVED AS TO FORM:

Dated: 6/1, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ, P.C.

By: 
Chris Baker
Attorney for Plaintiffs

Dated: _____, 2018

ZACHARY P. HUTTON
CAMERON W. FOX
ANKUSH DHUPAR
PAUL HASTINGS LLP

By: _____
Cameron W. Fox
Attorney for Defendant Google LLC

Deborah Schwartz

From: David Gudeman <dave.gudeman@gmail.com>
Sent: Thursday, May 31, 2018 3:28 PM
To: Chris Baker
Cc: Deborah Schwartz
Subject: Re: FW: Settlement in Doe - DOCUMENT TO SIGN

I have read this settlement and agree to it.

Regards,
David Gudeman
<http://www.unobtainabol.com>

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Dated: 5/31, 2018

PAOLA CORREA



Dated: _____, 2018

GOOGLE LLC

By: _____

APPROVED AS TO FORM:

Dated: _____, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ, P.C.

By: _____

Chris Baker
Attorney for Plaintiffs

Dated: _____, 2018

ZACHARY P. HUTTON
CAMERON W. FOX
ANKUSH DHUPAR
PAUL HASTINGS LLP

By: _____

Cameron W. Fox
Attorney for Defendant Google LLC

Dated: _____, 2018

JOHN DOE

Dated: _____, 2018

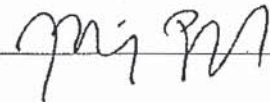
DAVID GUDEMAN

Dated: _____, 2018

PAOLA CORREA

Dated: JUNE 15th, 2018

GOOGLE LLC
MICHAEL PEYL

By: 

APPROVED AS TO FORM:

Dated: _____, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ, P.C.

By: _____

Chris Baker
Attorney for Plaintiffs

Dated: _____, 2018

ZACHARY P. HUTTON
CAMERON W. FOX
ANKUSH DHUPAR
PAUL HASTINGS LLP

By: _____

Cameron W. Fox
Attorney for Defendant Google LLC

Dated: _____, 2018

JOHN DOE

Dated: _____, 2018

DAVID GUDEMAN

Dated: _____, 2018

PAOLA CORREA

Dated: _____, 2018

GOOGLE LLC

By: _____

APPROVED AS TO FORM:

Dated: _____, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ, P.C.

By: _____

Chris Baker
Attorney for Plaintiffs

Dated: June 1, 2018

ZACHARY P. HUTTON
CAMERON W. FOX
ANKUSH DHUPAR
PAUL HASTINGS LLP

By: Cameron W. Fox
Cameron W. Fox
Attorney for Defendant Google LLC

EXHIBIT A

[[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT]

1 ZACHARY P. HUTTON (Cal. State Bar No. 234737)
2 PAUL HASTINGS LLP
3 55 Second Street
4 Twenty-Fourth Floor
5 San Francisco, California 94105-3441
6 Telephone: 1(415) 856-7000
7 Facsimile: 1(415) 856-7100
8 zachhutton@paulhastings.com

9 CAMERON W. FOX (Cal. State Bar No. 218116)
10 ANKUSH DHUPAR (Cal. State Bar No. 307689)
11 PAUL HASTINGS LLP
12 515 South Flower Street, 25th Floor
13 Los Angeles, California 90071
14 Telephone: 1(213) 683-6000
15 Facsimile: 1(213) 627-0705
16 cameronfox@paulhastings.com
17 ankushdhupar@paulhastings.com

18 Attorneys for Defendants
19 GOOGLE INC. and ALPHABET INC.

20 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

21 SUPERIOR COURT OF CALIFORNIA
22 COUNTY OF SAN FRANCISCO

23 JOHN DOE, DAVID GUDEMAN, and
24 PAOLA CORREA on behalf of the State of
25 California and aggrieved employees,

26 Plaintiffs,

27 vs.

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

Defendants.

NO. CGC-16-556034

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT**

Department: 304 (COMPLEX)
Judge: Hon. Curtis E.A. Karnow

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

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

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Attorneys for Plaintiffs
JOHN DOE, DAVID GUDEMAN,
AND PAOLA CORREA

1 On INSERT DATE, a hearing was held on the joint motion of defendants Google Inc.¹
2 and Alphabet Inc. (collectively "Google") and plaintiffs John Doe, David Gudeman, and Paola
3 Correa ("Plaintiffs") (collectively "the Parties") for approval of a settlement agreement pursuant
4 to the Labor Code Private Attorneys General Act ("PAGA") (the "Settlement"). Chris Baker of
5 Baker Curtis & Schwartz, P.C. appeared for Plaintiffs, and Zachary P. Hutton of Paul Hastings
6 LLP appeared for Google. The Court having considered all papers filed and proceedings herein
7 and otherwise being fully informed, and having made this Order, and good cause appearing,

8 **IT IS HEREBY ORDERED:**

9 1. All terms used for purposes of this Order, not otherwise defined, shall have the
10 same meaning as given in the Settlement Agreement ("Settlement") executed between the Parties
11 on INSERT DATE, 2018. A copy of the Settlement is attached as Exhibit 1 to the Order.

12 2. Pursuant to PAGA, Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and
13 Development Agency ("LWDA") has been given notice of the Settlement. In particular, on the
14 date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiffs
15 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
16 finds and determines that Plaintiffs' notice of the Settlement complied with the statutory
17 requirements of PAGA.

18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the "PAGA Settlement Group Members":

20 All current and former employees of Google in California, and all
21 current and former employees of Adecco USA Inc., Adecco Group,
22 North America and/or any related Adecco entities (collectively
23 "Adecco") assigned by Adecco to work at Google in California,
24 who signed any version of the Employee and Temporary Workers
25 Adult Content Liability Release (and any similar forms allegedly
26 signed by employees of Adecco who were assigned to work at
27 Google) at any time during the period from February 14, 2016 to
28 the date the Court grants approval of the Settlement.

¹ Google represents that, effective October 1, 2017, Google Inc. became Google LLC.

1 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
2 Settlement Group Members, and over those persons and entities undertaking affirmative
3 obligations under the Settlement.

4 5. The Court finds that the Settlement should be approved under Labor Code section
5 2699(1)(2). Accordingly, the Court hereby finally and unconditionally approves the Settlement.

6 6. The Court finds that the Notice to PAGA Settlement Group Members, attached as
7 Exhibit 2 to this Order, fairly and adequately describes the Action, the approved settlement, and is
8 the best notice practicable under the circumstances.

9 7. The Court finds that each PAGA Settlement Group Member, in accordance with
10 the Settlement, releases the following "Released Claims" against the Released Parties.

11 Any and all known and unknown claim under PAGA against the
12 Released Parties, that arise out of or relate to the Liability Release
13 PAGA Claims, including but not limited to claims for violation of
14 California Labor Code sections 232.5 and 432.5.

14 8. As to the Released Claims Only, the PAGA Settlement Group Members also
15 waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil
16 Code.

17 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and
18 the methodology used to calculate and pay each Settlement Share, in accordance with the
19 Settlement should be approved under Labor Code section 2699(1)(2).

20 10. The Court authorizes the Settlement Administrator to calculate and pay the
21 Settlement Shares, in accordance with the terms of the Settlement.

22 11. The Court awards the Settlement Administrator in this Action its fees and costs of
23 \$, in accordance with the terms of the Settlement Agreement.

24 12. The Court approves the allocations and payment of \$1,048,843.00 as for the
25 compromise of claims brought under PAGA, to be paid in accordance with the terms of the
26 Settlement.

27 13. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid
28 to the State of California Labor Workforce Development Agency ("LWDA Payment"); the

1 remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement
2 Group Members in accordance with the terms of the Settlement.

3 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
4 be valid for 180 days after issuance. Funds remaining from any checks for Settlement Shares
5 uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed
6 Property Fund.

7 15. The Court retains exclusive and continuing jurisdiction over this Action for
8 purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as
9 well as the Settlement.

10 16. Nothing in this Order or the Settlement shall be construed as an admission or
11 concession by any party. The Settlement and this resulting Order simply represent a compromise
12 of disputed allegations.

13 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days
14 of the date of this Order.

15 **IT IS SO ORDERED.**

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17 DATED: _____

18 HON. CURTIS E.A. KARNOW
19 San Francisco Superior Court Judge
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Submitted by:

BAKER CURTIS & SCHWARTZ

By: _____
CHRIS BAKER

Attorneys for Plaintiffs

LEGAL_US_W # 93612694.3

EXHIBIT B

[NOTICE OF APPROVAL OF SETTLEMENT]

NOTICE OF SETTLEMENT

On [Date], the San Francisco Superior Court approved a settlement of claims under the Private Attorneys General Act ("PAGA") against Google and its parent Alphabet, Inc. concerning Google's use of an "Adult Content Liability Release." The case is entitled *Doe et al. v. Google et al.*, Case No. 16-civ-556034.

Plaintiffs, in a lawsuit brought on behalf of the State of California, claimed the Adult Content Liability Release violated certain provisions of the California Labor Code because it was "confidential" and because it was "prohibited by law."

Google denies any liability and denies Plaintiffs' allegations. Specifically, Google contends that it complied with the requirements of the Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and Google agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement covers claims under the Private Attorneys Generals Act ("PAGA") arising from the Adult Content Liability Release. You are member of the Settlement Group, which is defined as:

All current and former employees of Google in California, and all current and former employees of Adecco USA Inc., Adecco Group, North America and/or any related Adecco entities (collectively "Adecco") assigned by Adecco to work at Google in California, who signed any version of the Employee and Temporary Workers Adult Content Liability Release (and any similar forms allegedly signed by employees of Adecco who were assigned to work at Google) at any time during the period from February 14, 2016 to [the date the Court grants approval of the Settlement]

As a result of the Settlement, Google has agreed to pay one million, forty-eight thousand and eight hundred and forty-three dollars (\$1,048, 843.00) in civil penalties, attorneys' fees, costs, and administration costs.

The Settlement approved by the Court includes a release by Settlement Group Members, for the period of February 14, 2016 to [the date the Court grants approval of the Settlement], of any and all known and unknown claims under PAGA against the "**Released Parties**" that arise out of or relate to the "**Liability Release PAGA Claims**," including but not limited to claims for violation of California Labor Code sections 232.5 and 432.5 (the "PAGA Settlement Group Members' Released Claims"). Such claims include claims for attorneys' fees and costs. This Release does not apply to claims against Adecco nor claims of individuals outside the group definition who were assigned to work at Google through staffing firms other than Adecco.

The "**Released Parties**" are Google Inc., Alphabet Inc., and Google LLC, and any present and former parents, subsidiaries and affiliated companies or entities (not including Adecco or any other staffing firm providing temporary employees to Google), and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

The “**Liability Release PAGA Claims**” are claims under PAGA that arise from or relate to the allegations contained in the Complaint that Google unlawfully required employees to waive harassment and/or discrimination claims by signing the Liability Release, whether such Liability Release existed as a free-standing document or as a part of a broader agreement. Liability Release PAGA Claims expressly include claims of individuals assigned to work at Google by the staffing firm Adecco USA Inc., Adecco Group, North America and/or any parent, subsidiary, or related Adecco entities (collectively “Adecco”). However, it does not include claims those Adecco employees may have against Adecco arising from the Liability Release, nor does it include temporary employees assigned to work at Google by other staffing firms.

A complete copy of the settlement, as well as the Court’s order approving the settlement, along with other papers relevant to the claims, can be found at [Plaintiff’s counsels’ website link]. You may also review pleadings and other records relevant to the case at the Office of the Clerk of the Court, Superior Court of California for San Francisco County, 400 McAllister Street, San Francisco, California 94102, during the Clerk’s normal business hours, or by accessing the “Case Query” tab at the San Francisco Superior Court’s website at www.sfsuperiorcourt.org/on-line services, and searching for case number 16-civ-556034.

The Court has approved this settlement. You are receiving the enclosed check because, under PAGA, “aggrieved employees” are entitled to 25% of the civil penalties awarded to the State. Because you signed the Adult Content Liability Release in the applicable time period, you are a member of the Settlement Group, you are entitled to a pro-rated share of the civil penalties.

If you have any questions about the settlement, you may contact:

Plaintiffs’ counsel at:

Chris Baker
Baker Curtis & Schwartz
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
415.433.1064.
googlesettlement@bakerlp.com

Or:

The settlement administrator at:

[Address]

Please do not telephone the Court or Google’s counsel for information regarding the settlement or the claims process.

EXHIBIT C
[NOTICE TO LWDA]

1 ZACHARY P. HUTTON (Cal. State Bar No. 234737)
PAUL HASTINGS LLP
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3 San Francisco, California 94105-3441
Telephone: 1(415) 856-7000
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5 CAMERON W. FOX (Cal. State Bar No. 218116)
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PAUL HASTINGS LLP
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9 cameronfox@paulhastings.com
ankushdhupar@paulhastings.com

10 Attorneys for Defendants
11 GOOGLE INC. and ALPHABET INC.

12 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO

16 JOHN DOE, DAVID GUDEMAN, and
17 PAOLA CORREA on behalf of the State of
California and aggrieved employees,
18
19 Plaintiffs,
20 vs.
21 GOOGLE, INC., ALPHABET, INC.,
ADECCO USA INC., ADECCO GROUP
22 NORTH AMERICA and ROES 1 through 10,
23 Defendants.

NO. CGC-16-556034
**NOTICE OF PROPOSED PAGA
SETTLEMENT**
Department: 304 (COMPLEX)
Judge: Hon. Curtis E.A. Karnow
Complaint File: December 20, 2016
Trial Date: Not Set

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1 CHRIS BAKER (Cal. State Bar No. 181557)
2 DEBORAH SCHWARTZ (Cal. State Bar No. 208934)
3 BAKER CURTIS & SCHWARTZ, P.C.
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Attorneys for Plaintiffs
JOHN DOE, DAVID GUDEMAN,
AND PAOLA CORREA

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To the California Labor and Workforce Development Agency:

PLEASE TAKE NOTICE that the parties to this action have settled certain Labor Code Private Attorneys General Act (“PAGA”) claims which are part of the case. In accordance with PAGA, Cal. Lab. Code § 2699(1)(2), plaintiffs John Doe, David Gudeman, and Paola Correa and defendants Google Inc.¹ and Alphabet Inc. (collectively “Google”), provide notice to the LWDA and enclose the following documents:

1. The parties’ Settlement Agreement;
2. The parties proposed notice to PAGA Settlement Group members; and
3. The parties’ Notice of Joint Motion and Joint Motion for Preliminary Approval of PAGA Settlement and all supporting papers; and
4. Plaintiffs’ motion for fees, costs, and incentive payments and all supporting papers.

If you have any questions about this notice of the enclosed materials, please contact counsel for the parties, as provided below:

Plaintiffs John Doe, David Gudeman, and Paola Correa:

Chris Baker
Deborah Schwartz
BAKER CURTIS & SCHWARTZ,
P.C.
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San Francisco, California 94104
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Facsimile: 1(415) 366-2525
Email: cbaker@bakerlp.com
dschwartz@bakerlp.com

Defendant Google:

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ankushdhupar@paulhastings.com

¹ Google represents that, effective October 1, 2017, Google Inc. became Google LLC.

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Dated: _____, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ, P.C.

By: _____
Chris Baker
Attorneys for Plaintiffs

Dated: _____, 2018

ZACHARY P. HUTTON
CAMERON W. FOX
ANKUSH DHUPAR
PAUL HASTINGS LLP

By: _____
Zachary P. Hutton
Attorneys for Defendants
Google LLC

Exhibit 5



Class Action Settlement Experts



info@phoenixclassaction.com

(800) 523-5773

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As of our inception, Phoenix Settlement Administrators (PSA) and our senior case managers and associates have had the opportunity to work on cases ranging from complex Labor & Employment and Wage & Hour to Consumer Liability, Defects, TCPA and Financial Institution. PSA has given notice to classes of over 100,000 in our L&E/ W&H to over 10 million in one of our Consumer Liability cases. PSA is always striving to identify ways to best serve our Client/Attorney partners, with innovative and "Head of the Class" ideas and thought.

Because of the increase of "Professional Objectors," PSA only shares case information with Class Members who have been identified as certified Class Members and does not make public its current and on-going Class Action cases.

If you are a Class Member or believe you should be a Class Member, please call (800) 523-5773, and ask to speak with a case manager to help you. PSA guarantees that our Class Member identification information is safe, encrypted and held in the strictest of confidence.

If you are a potential Attorney partner, please call (949)331-0131 and request to speak about our services. All of us at PSA look forward to working with you on your next Class Action case. Please don't hesitate to call or email us for a quote.

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Phoenix Settlement Administrators (PSA) is enriched with years of successful class action case management, delivery of client expectations, expert industry consultation, secure data resources and emerging technologies in noticing, class identification and media planning, has allowed PSA to emerge as a leader in Class Action Administration.

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[Medina v. Mission Hills Health Care](#)
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[Bustillo v. Matrix Aviation – Order Granting Final Approval and Entry of Judgement](#)
[Carr v. American Security Products Company – Judgement Order](#)
[Carr v. American Security Products Company – Final Approval Order](#)
[Brooks v. Lereta, LLC – Final Approval Order & Judgement](#)
[Rodriguez v. Santa Fe Building Maintenance – Final Approval Order](#)
[Dille v. W San Diego Hotel – Final Judgement](#)
[Cuevas v. Gale Pacific – Final Approval Order](#)
[Kimberly Alvarado v. Forever 21, Inc. – Judgement Granting Final Approval of Class Action Settlement \(updated\)](#)
[Morales v. Western Pacific Pulp & Paper – Final Judgement](#)
[Contreras v. Bravo Burgers, Inc. – Final Approval Order & Judgement](#)
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