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20 *Correa, and DeWayne Cassel*

21 SUPERIOR COURT OF CALIFORNIA  
22 COUNTY OF SAN FRANCISCO

23 JOHN DOE, DAVID GUDEMAN, PAOLA  
24 CORREA, and DEWAYNE CASSEL on  
25 behalf of the State of California and aggrieved  
26 employees and as individuals seeking a public  
27 injunction,

28 Plaintiffs,

vs.

GOOGLE, INC. (or LLC), ALPHABET,  
INC., ADECCO USA INC. and ROES 1  
through 10,

Defendants.

Robert A. Dolinko (SBN 076256)  
Chris Baker (SBN 181557)  
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Case No. CGC-16-556034

**SIXTH AMENDED AND  
SUPPLEMENTAL COMPLAINT**

Dept: 304  
Judge Ethan P. Schulman

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

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## INTRODUCTION AS TO GOOGLE

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

2. As a condition of employment, Defendants Google, Inc. (or Google LLC)<sup>1</sup> and Alphabet, Inc. (collectively “Google” unless the context clearly indicates otherwise) require all of their current and former employees, including supervisors, managers and contingent workers (collectively “Googlers”), to comply with illegal confidentiality agreements, policies, guidelines, and practices. These illegal policies and agreements restrict the Googlers’ right to speak, right to work, and right to whistle blow. The policies prohibit or restrain Googlers from speaking plainly – even internally – about illegal conduct or dangerous product defects, because such statements might one day be subject to discovery in litigation or sought by the government. The policies prohibit or restrain Googlers from telling a potential employer how much money they make, or what work they performed, when searching for a different job. The policies prohibit or restrain Googlers from using or disclosing all of their skills, knowledge, acquaintances, and their overall experience at Google when working for a new employer. The policies prohibit or restrain Googlers from speaking to the government, attorneys, or the press about wrongdoing at Google. The policies prohibit or restrain Googlers from speaking to their spouse or friends about whether they think their boss could do a better job. The policies prohibit or restrain employees from engaging in political activity or related speech.

3. Google’s unlawful confidentiality policies are contrary to the California Labor Code, Government Code, and Business & Professions Code, contrary to public policy, and contrary to the interests of the State of California. The unnecessary and inappropriate breadth of the policies are intended to control Google’s former and current employees, limit competition, infringe on constitutional and statutory rights, and prevent the disclosure and reporting of misconduct. The policies are wrong and illegal.

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<sup>1</sup> On December 13, 2018, the parties stipulated that Google Inc. encompasses Google LLC and that any judgment against Google Inc. will also be against Google LLC.



1 He did not.

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

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

18 12. Regardless, as an L5 Product Manager, Doe was inarguably a  
19 managerial/supervisory employee of Google outside the protection of the National Labor  
20 Relations Act.

21 13. Perhaps more importantly, in June 2016, Google reinstated Doe and promoted  
22 him to the previously-promised position of an L6 Product Manager. He thus became an even  
23 higher-level and more important employee of Google. Among other things, Google describes  
24 the L6 Product Manager role thus:

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

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

8 [L6 Product Manager] regularly identifies new product  
9 opportunities and is highly adept at building consensus for and  
10 support of those ideas. They are a highly effective and respected  
11 decision maker on their project portfolio, recognized as a product  
12 expert in that area. PM is skilled at working the whole team  
13 through complex and controversial decisions quickly but  
14 thoughtfully to ensure the right decision is made and the whole  
15 team is supportive of and motivated towards that outcome.

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

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

25 16. At the time this action was filed, Plaintiff **David Gudeman** was a South San  
26 Francisco resident. From November 2013 to December 2016 Gudeman worked for Google as a  
27 software engineer. In early December 2016, Google terminated Gudeman’s employment, stating  
28 that he was “unable to meet expectations for a Software Engineer III.” Gudeman disagrees with  
this claim. Gudeman was not terminated for conduct that is arguably protected or prohibited by  
the National Labor Relations Act. Gudeman was also not arguably terminated as a consequence  
of, or in connection with, a labor dispute.

17. Gudeman seeks to write a book about Google. However, as a former employee, he

1 remains subject to Google’s unlawful confidentiality agreement as well as its unlawful policies  
2 and practices (which are incorporated by reference into the confidentiality agreement).

3 18. Gudeman has no expectation of ever working for Google or Alphabet again.

4 19. Gudeman is an “aggrieved employee” under PAGA. As a former employee who  
5 was not terminated in connection with a labor dispute or because of an unfair labor practice, he is  
6 inarguably outside the coverage of the NLRA.

7 20. At the time this action was filed, Plaintiff **Paola Correa** was a San Francisco  
8 resident. Correa was directly employed by Google in 2013 and then again in 2014 as an intern.  
9 As part of her termination from Google on those occasions, Google required Correa to sign an  
10 “exit certificate” (which is discussed below). On both occasions, Correa separated from Google  
11 voluntarily because the internship had ended. Correa did not separate from Google on these  
12 occasions because of conduct that is arguably protected or prohibited by the National Labor  
13 Relations Act. Correa was not arguably separated from Google on these occasions as a  
14 consequence of, or in connection with, a labor dispute.

15 21. In August 2015 Correa began work for Adecco and was assigned to work at  
16 Google as a Sales Coordinator and then Inside Sales Specialist. Correa was supervised and  
17 directed by both Google and Adecco during this time frame, both of whom acted as her joint  
18 employers. On or around July 7, 2016, Google and Adecco required Correa to sign Google’s  
19 standard confidentiality agreement for contingent workers entitled: “Confidential Information and  
20 Invention Assignment Agreement for Non-Employee Workers.” This confidentiality agreement  
21 is similar to that which Google requires its full-time employees to sign.

22 22. In December 2016, Adecco and Google terminated Correa. Defendants also stated  
23 it was terminating her employment because she had informed someone outside of Google that she  
24 worked for Google (which she did) and for disclosing so-called “confidential information” (which  
25 was not confidential) to someone outside of Google.

26 23. Since her termination, Adecco has steadfastly refused to state why, exactly, Correa  
27 was terminated. It refuses to identify who decided to terminate her. The only written document  
28 produced by Adecco or Google concerning Correa’s termination simply states Correa was “not a

1 good fit.”

2 24. Correa was not terminated for conduct that was arguably protected or prohibited  
3 by the National Labor Relations Act. Correa was not arguably terminated as a consequence of, or  
4 in connection with, a labor dispute.

5 25. On information and belief, upon her termination in December 2016, Defendants  
6 required Correa to sign an “exit certificate.” On information and belief (because this writing has  
7 been withheld by Defendants), this exit certificate required Correa to continue to abide by  
8 Defendants’ confidentiality agreements, policies, and practices.

9 26. Correa has no expectation of ever working for Google, Alphabet, or Adecco again.  
10 Among other things, Google and Alphabet refuse to rehire her ever again.

11 27. As a former employee, Correa remains subject to Google’s and Adecco’s unlawful  
12 confidentiality agreement as well as its unlawful policies and practices (which are incorporated by  
13 reference into the confidentiality agreement).

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

17 29. During his initial employment with Google, Plaintiff **DeWayne Cassel** lived and  
18 worked in Santa Clara County. He began working for Google in August 2016 as a senior  
19 solutions consultant and remains in Google’s employ. Like Doe, Gudeman, and Correa, Cassel  
20 was and remains subject to Google’s illegal agreements, policies, and practices. He has been  
21 retaliated against as part of Google’s unlawful practices in enforcing its policies. He is an  
22 aggrieved employee under PAGA.

### 23 **Google and Alphabet**

24 30. Defendant Google is headquartered in Silicon Valley. It has offices in San  
25 Francisco. On information and belief, Google directly employs, at any given time, more than  
26 135,000 employees, including managers and supervisors undisputedly outside the jurisdiction of  
27 the NLRA. Google also employs an unknown number of contingent workers. On information  
28 and belief, there are thousands more former employees who continue to be subject to Google’s

1 unlawful agreements and policies. All of these individuals are aggrieved employees under  
2 PAGA.

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

8 32. Google and Alphabet constitute either joint employers of all Googlers, or they  
9 constitute a single employer or integrated enterprise. Both entities are liable for each of the  
10 PAGA violations alleged in this Sixth Amended Complaint (except as to those that are alleged  
11 solely against Adecco). Google and Alphabet are also the employers of its contingent workers,  
12 including those that are employed by Adecco.

### 13 Adecco

14 33. Adecco USA Inc. (“Adecco”) is headquartered in Florida. It is part of the Adecco  
15 Group, the largest staffing firm in the world. Adecco employs contingent workers like Correa  
16 throughout California.

### 17 SUMMARY OF LEGAL VIOLATIONS

18 34. **First**, it is an unlawful business practice in California to require employees to  
19 sign, as a condition of employment, a Confidentiality Agreement or policy that restrains trade.  
20 California Business & Professions Code § 17200, California Business & Professions Code §  
21 16600, and the Cartwright Act. Google and Adecco’s “confidentiality agreements” unlawfully  
22 restrain trade because they prevent employees from effectively seeking new work. If they do  
23 find new work, these agreements and policies prohibit former employees from using or  
24 disclosing information that is not confidential as a matter of law. Among other things, the  
25 agreements and policies prohibit employees from using all of the skills, knowledge,  
26 acquaintances, and the overall experience they obtained at Google or Adecco in their new  
27 employment. The agreements and policies also restrain the right of former employees to recruit  
28 their former colleagues using information that is not confidential as a matter of law.



1           35.     Indeed, the Adecco Confidentiality Agreement and policies go even further. They  
2 prevent employees from working for an Adecco client without Adecco’s permission,  
3 approaching an Adecco client about work, or contacting an Adecco client following the end of an  
4 assignment.

5           36.     **Second**, in any contract or agreement that governs the use of trade secrets or  
6 confidential information, an employer must give employees notice that:

- 7                   a.     An individual shall not be held criminally or civilly liable under  
8 any Federal or State trade secret law for disclosure of a trade  
9 secret that is made in confidence to a Federal, State, or local  
10 government official . . . or to an attorney . . . for the purpose of  
11 reporting or investigating a suspected violation of the law. And
- 12                   b.     The use and disclosure of a trade secret to an attorney as it  
13 relates an anti-retaliation lawsuit is permitted. The trade secret  
14 may also be filed with a court in certain circumstances.

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

16           37.     Google and Adecco have not included the required notices in their confidentiality  
17 agreements with employees. Instead, they inform or previously informed employees that they  
18 cannot disclose “confidential information” to anyone – even to an attorney or the government.  
19 This is a violation of the Federal Defend Trade Secrets Act and California’s Unfair Competition  
20 Law. Cal. Business & Professions Code §§ 17200 *et seq.*

21           38.     **Third**, Rule 21F-17 of the Securities and Exchange Commission provides that  
22 “no person may take any action to impede an individual from communicating directly with the  
23 Commission staff about a possible securities law violation, including enforcing or threatening to  
24 enforce a confidentiality agreement. . . . with respect to such communications.” Defendants’  
25 confidentiality agreements and policies did or do unlawfully prohibit employees from reporting  
26 possible securities law violations to the SEC. This violates SEC Rule 21F-17 and California’s  
27 Unfair Competition Law. Cal. Business & Professions Code § 17200 *et seq.*

28           39.     **Fourth**, it is against public policy to prohibit current or former employees from  
providing evidence and information to an attorney representing shareholders about potential  
violations under the securities laws, as well as to an attorney or the government with respect to

1 violations of state or federal false claims acts. Google’s and Adecco’s confidentiality  
2 agreements and confidentiality policies did or do just that. This violates California’s Unfair  
3 Competition Law. Business & Professions Code § 17200 *et seq.*

4 40. **Fifth**, California Labor Code §§ 232(a) and (b) prohibit employers from  
5 requiring, as a condition of employment, that an employee refrain from disclosing the amount of  
6 his or her wages. Google’s and Adecco’s confidentiality policies (including Adecco’s employee  
7 handbook) did or do prohibit employees from disclosing the amount of their wages. This is a  
8 violation of Labor Code §§ 232(a) and (b). In addition to the policies, Adecco’s confidentiality  
9 agreement also prohibits employees from disclosing information about and the amount of their  
10 wages.

11 41. **Sixth**, California Labor Code § 1197.5(k) (formerly Labor Code § 1197.5(j))  
12 states that “an employer shall not prohibit an employee from disclosing the employee’s own  
13 wages, discussing the wages of others, inquiring about another’s wages, or aiding or encouraging  
14 any other employee to exercise his or her rights under this section.” Google’s and Adecco’s  
15 confidentiality agreements and policies did or do prohibit employees from engaging in any of  
16 these acts. This is a violation of Labor Code § 1197.5(j)/(k).

17 42. **Seventh**, California Labor Code § 232.5(a) and (b) prohibits employers from  
18 requiring, as a condition of employment, that an employee refrain from disclosing information  
19 about the employer’s working conditions. Google and Adecco, through their unlawful  
20 confidentiality policies (and, where applicable, agreements), did or do prohibit employees from  
21 disclosing this information. Indeed, Google and Adecco expressly declare that employment  
22 policies, agreements, and other information which concern working conditions are  
23 “confidential.” This is a violation of Labor Code § 232.5.

24 43. **Eighth**, California Labor Code §§ 1101 and 1102 prohibit employers from  
25 placing restraints upon employee political activity and actions. This includes, but is not limited  
26 to, political activity or actions that are allegedly contrary to an employer’s interests. Google,  
27 though its agreements, policies and practices, did or do place restraints on its employees’  
28 political activities and actions in violation of these Labor Code sections.

1           44.     **Ninth**, California Labor Code § 1102.5(a) states that an employer “shall not  
2 make, adopt, or enforce any rule, regulation or policy preventing an employee from disclosing  
3 information to a government or law enforcement agency . . . if the employee has reasonable  
4 cause to believe that the information discloses a violation [of the law].” Google’s and Adecco’s  
5 policy that employees sign certain illegal confidentiality agreements and other documents violate  
6 this provision. Google’s and Adecco’s unlawful confidentiality policies (including the Adecco  
7 handbook) also did or do prohibit disclosure of information to the government or a law  
8 enforcement agency of potential violations of the law. The agreements and policies thus violate  
9 Labor Code § 1102.5(a).

10           45.     **Tenth**, California Labor Code § 1102.5(a) also states that an employer shall not  
11 make, adopt, or enforce any policy that prevents an employee from disclosing information to a  
12 person with authority over the employee, or to an employee who has the authority to investigate,  
13 discover, or correct the violation of law, if the employee has reasonable cause to believe that the  
14 information discloses a violation of the law. Defendants’ unlawful policies restrict employees  
15 from reporting violations of the law internally. Googlers are prohibited from communicating to  
16 other Googlers that a Google product may be dangerous or that Google’s conduct is illegal. This  
17 is another violation of Labor Code § 1102.5(a).

18           46.     **Eleventh**, California law prohibits employers from requiring employees, as a  
19 condition of initial or continued employment or compensation, to sign a document that purports  
20 to waive rights or claims or prohibit the disclosure of information about unlawful conduct.  
21 Government Code § 12964.5. In the relevant time period, Google required all Googlers to sign  
22 such documents.

23           47.     After this lawsuit was threatened and/or filed, Google made certain material  
24 modifications to its unlawful agreements and policies, but Google’s gag rule requirements  
25 continue to violate the California Labor Code. By way of example, Google currently, and  
26 unlawfully, maintains “Employment Classification Guidelines” that prohibit employees from  
27 using or disclosing information about wages or working conditions for purposes of competition.  
28 Moreover, as detailed below, after this case was first appealed, Google issued new or revised

1 policies and engaged in other conduct in order to restrain its employees’ speech and  
2 whistleblowing. On information and belief, Defendants illegal conduct is ongoing and has  
3 continued since the original filing of this case.

## 4 **FACTS**

### 5 **As to Google and Alphabet**

#### 6 **Google’s Confidentiality Agreement**

7 48. On July 14, 2014, Google offered Doe a job. In his offer letter, Google stated: “as  
8 an employee of Google, it is likely that you will become knowledgeable about confidential, trade  
9 secret, and/or proprietary information related to the operations, products, and services of Google  
10 and its clients. To protect the interests of both Google and its clients, all employees are required  
11 to read and sign the enclosed At-Will Employment, Confidential Information, and Invention  
12 Assignment and Arbitration Agreement as a condition of employment with Google.” (“The  
13 Confidentiality Agreement”).

14 49. On October 8, 2013 Google offered Gudeman a job. Gudeman’s offer letter  
15 contained the same language as Doe’s with respect to the obligation to sign the Confidentiality  
16 Agreement.

17 50. In the spring of 2013, and again on February 11, 2014, Google offered Correa a  
18 job. Correa’s offer letters contained the same language as Doe’s with respect to the obligation to  
19 sign the Confidentiality Agreement. Correa was also required to sign the confidentiality  
20 agreement for temporary workers in or around July 2016.

21 51. In the summer of 2016, Google offered Cassel a job. His offer letter contained  
22 the same or similar language as Doe’s with respect to his obligation to sign the Confidentiality  
23 Agreement.

24 52. Like all Googlers, Plaintiffs signed Google’s Confidentiality Agreement.

25 53. While Google’s template Confidentiality Agreement has changed during the  
26 relevant period and over the course of this litigation, each template violates the law.

27 54. For example, one version of the Agreement defines “confidential information” to  
28 mean, “without limitation, any information in any form that relates to Google or Google’s

1 business that is not generally known.”

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

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

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

20 58. The Confidentiality Agreement also requires Googlers to agree that, upon  
21 termination, they will sign a document (e.g., an exit certificate) that they have fulfilled their  
22 responsibilities under the Confidentiality Agreement.

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

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

1 61. On information and belief, and for the relevant time period in question (including  
2 through the filing of the present complaint), Google it was and is Google policy to require all its  
3 employees to sign the agreements substantially in the form set forth above and comply with its  
4 unlawful policies and practices.

### 5 **Google's Policies, Guidelines and Practices**

6 62. Google's other policies, guidelines, practices and enforcement conduct  
7 conclusively establish Google's violations of the law. These policies include, without limitation,  
8 Google's Appropriate Conduct/Standards of Conduct policy, Employee Communication Policy,  
9 Communication and Disclosure Policy, Data Security Policies (including its Data Classification  
10 Guidelines and Employment Data Classification Guidelines), and its Code of Conduct policy.  
11 Examples of these policies are follows.

### 12 **Google's "Confidential" Code of Conduct Policy**

13 63. Google did or does maintain a Code of Conduct policy that is for "internal  
14 purposes only." This "confidential" Code of Conduct policy states that "all documents, site  
15 pages, and resources that are linked here as well as the document as a whole are considered  
16 internal and confidential." Google's "confidential" Code of Conduct policy applies to all  
17 Googlers. Google states that the failure to follow the "confidential" Code of Conduct policy  
18 "can result in disciplinary action, including termination of employment."

19 64. The "confidential" Code of Conduct policy prohibits Googlers from disclosing  
20 "confidential information" [which means everything at Google] without authorization." The  
21 internal policy goes further and states that "it's also a bad idea to post your opinions or  
22 information about Google on the Internet, even if not confidential, unless you're authorized to do  
23 so as part of your job. . . . And never discuss the company with the press unless you've been  
24 explicitly authorized to do so by Corporate Communications."

25 65. The "confidential" Code of Conduct policy concludes by stating that Google  
26 expects "all Googlers to be guided by both the letter and the spirit of this Code."

### 27 **Data Classification Guidelines**

28 66. Plaintiffs, like all Googlers, are also subject to Google's Data Classification

1 Guidelines. The Guidelines categorize Google information into three categories: “Need-to-  
2 Know,” “Confidential,” and “Public.” A “Data Owner” is responsible for categorizing the  
3 information, and, at Google, “no information at Google is public by default.”

4 67. Specifically, a version of the Data Classification Guidelines (used to justify Doe’s  
5 termination) states: “Everything we work on at Google – all the data and information we create,  
6 details of what we do, how we operate, and our plans for the future – is, at a minimum,  
7 Confidential. . . . Even if some elements of the information are known outside of Google or have  
8 been speculated about in public, it is considered confidential until the Data Owner explicitly  
9 makes it public.” Accordingly, even public information is “confidential” at Google. This  
10 information includes information about a Googler’s compensation, his or her performance, and  
11 the persons with whom the Googler works (i.e., “team information”).

#### 12 **Employee Communication Policy**

13 68. In addition to requiring Googlers to keep all information about Google  
14 “confidential,” Google places additional onerous restrictions on Googlers’ freedom to speak.

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

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

27 71. Google not only prohibits employees from speaking about Google, it has also  
28 prohibited employees from writing creative fiction. Among other things, Google’s Employee

1 Communication Policy prohibits employees from writing “a novel about someone working at a  
2 tech company in Silicon Valley” unless Google gives prior approval to both the book idea and  
3 the final draft.

4 72. In addition, the Employee Communication Policy prohibits Googlers from  
5 speaking with the press “without prior clearance from Google’s communications team.”  
6 Google’s policy also is to prohibit Googlers from speaking with “any member of the investment  
7 community about the company.” Because Google is a publicly-traded company, members of the  
8 “investment community” include countless individuals. For example, anyone with a 401(k) plan  
9 is potentially a “member of the investment community.”

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

### 17 **Data Security Policy**

18 74. Google’s Data Security Policy, “updated” on April 4, 2019, defines confidential  
19 information to include information that is not confidential as a matter of law, including  
20 information distributed to Google’s entire 100,000 plus workforce, as well as its hundreds of  
21 thousands contingent workers. It also defines confidential and “need-to-know” information as  
22 including information about potential or actual illegal conduct, in violation of the law. It also  
23 states that confidential and need to know information includes information that is not designated  
24 as such. It further provides that even public data must be treated as confidential.

25 75. The Data Security Policy also states that employees (including contingent  
26 workers) who violate the new Data Security Policy are subject to termination.

27 76. Finally, the Data Security Policy provides this comically, and purposefully,  
28 incomprehensible disclaimer:



1                    Subject to local laws and policies, Googlers and TVCs may  
2                    communicate about pay, hours, other work terms and conditions, or  
3                    about any violation of the law, although they may not publicly  
4                    disclose Confidential or Need-to-Know information, unless  
5                    required or protected by law.

6                    77.     Google does not explain the local laws and policies the right to speak and whistle  
7                    blow are “subject to,” nor does it explain what laws “require or protect” the disclosure of so-  
8                    called “confidential” or “need to know” information. The information does not state to whom  
9                    employees may communicate. When interpreted in conjunction with Google’s other policies and  
10                    practices, the disclaimer has no meaning at all. Consistent with Google’s policy and practice, the  
11                    language was drafted with the intention of deterring both internal and external whistleblowing.

12                    78.     Though incomprehensible language, and strong warnings and reports about all the  
13                    things that cannot be said, as well as other conduct, Google creates purposeful ambiguity around  
14                    the so-called “exceptions” to Google’s blanket prohibition on speech and whistleblowing. That  
15                    is the whole point. As a result, employees, fearful for their jobs and fearful of retaliation, are  
16                    deterred from saying anything at all.

### 17                    **Community Guidelines**

18                    79.     Consistent with this pattern and practice, on August 23, 2019, Google published  
19                    new “community guidelines.” The purpose and effect of these guidelines is to further restrict  
20                    employee speech, political activity, and whistleblowing about Google. Among other things:

21                    80.     The guidelines constitute “official policy and apply when [employees (including  
22                    contingent workers) are] communicating in the workplace.” They apply to both electronic  
23                    communications and in-person communications. They ominously inform employees that “what  
24                    you say and do matters. You’re responsible for your words and actions and you’ll be held  
25                    accountable for them.” They are intended to set “baseline” expectations for how employees  
26                    communicate. The prohibit employees from communicating about pay, hours, working  
27                    conditions, political causes or activity (including as it relates to Google), and illegal conduct in an  
28                    “uncivil” or “disparaging” manner (or at all). Under the guidelines, employees are informed that

1 even “civil” and “non-disparaging” communications on these topics are prohibited if they violate  
2 unknown and undefined “local laws.”

3 81. The guidelines prohibit employees from engaging in conversations that are  
4 “disruptive to the workplace.” Speech that accuses Google of illegal conduct is, by definition,  
5 both “disruptive to the workplace” and “disparaging.” The guidelines also require employees to  
6 only speak with “good information” and to not make “false or misleading statements” that  
7 “undermine the public’s trust in Google.” They instruct employees not to access, disclose, or  
8 disseminate so-called “Need to Know or Confidential Information” in violation of the Data  
9 Security Policy. The guidelines further inform employees that the “best way” [read only  
10 acceptable way] to raise concerns is internally, because statements to persons outside of Google  
11 (such as the press or the government) “can have a serious impact on trust in our products and  
12 services.”

13 82. The guidelines prohibit employees from having a “raging debate over politics.”  
14 They prohibit employees from engaging in “ad hominem attacks,” or making statements that  
15 “insult, demean, or humiliate” anyone, including “public figures.” Presidents Trump and Biden  
16 are “public figures.” They prohibited “heated discussions or pointed comments on political  
17 topics,” such as “You can’t support candidate Z and claim to care about Y issue.” They also  
18 prohibit campaigning for an employee’s personal political views. They state “if your discussion  
19 of politics could offend others. . . . avoid it.”

### 20 **Google’s Enforcement Practices**

21 83. Google enforces its unlawful policies and practices through, among other things,  
22 employee training, internal investigations, a spying program, self-confessions, written and oral  
23 warnings, and the threat of termination and litigation. For example:

#### 24 Employee Training Programs

25 84. Google trains its employees on its gag rule requirements. It instructs employees in  
26 its training programs to do the following: “Don’t send an e-mail that says ‘I think we broke the  
27 law’ or ‘I think we violated this contract.’” The training program also advises employees that  
28 they should not be candid when speaking with Google’s attorneys about dangerous products or

1 violations of the law. The program advises Googlers that some jurisdictions do not recognize the  
2 attorney-client privilege, and “[i]nside the U.S., government agencies often pressure companies to  
3 waive the privilege.” Google advises Googlers that they “should write e-mails with the  
4 assumption that somebody outside of Google, who may not be friendly to us, will get to read it.”

5 85. A second training program entitled “You Said What?” specifically states that  
6 Googlers must “avoid communications that conclude, or appear to conclude, that Google or  
7 Googlers are acting ‘illegally’ or ‘negligently,’ have ‘violated the law,’ should or would be  
8 ‘liable’ for anything, or otherwise convey legal meaning.” In other words, Googlers are  
9 prohibited from communicating concerns about illegal conduct within Google.

10 86. In Google’s “You Said What?” training program, Google also instructs Googlers  
11 to suppress information about dangerous products. Google also specifically advises Googlers to  
12 delete paragraphs from emails that suggest there are serious flaws in Google technology, that  
13 Google may be sued, or that there may be product liability damages. Googlers are also instructed  
14 to delete written communications that suggest Google might have breached any contracts.

15 87. Moreover, while Google made certain modifications to its You Said What training  
16 program after this lawsuit was filed, the training program is not yet in compliance with the law.  
17 By way of example, The YSW Training program continues to state employees should not discuss  
18 unlawful conduct through email (or even off-the-record “hangout chats”) and further states that  
19 employees should not use certain words that evidence actual or potentially unlawful conduct, or  
20 matters of public policy or political activity, including most notably with respect to antitrust  
21 violations, censorship, political affiliations, privacy, and surveillance. These matters are currently  
22 the subject of government investigations, antitrust enforcement actions, and state and  
23 congressional oversight. The forbidden words include: “Defect, Unlawful, Fault, Exposure,  
24 Culpable, Violation, Breach, Marketshare, Dominance, and Blacklist.”

25 88. Another training program is the Privacy and Information and Security Training,  
26 for example, states that “all information at Google is confidential unless it has explicitly been  
27 made public. See the Data Classification Guidelines for details. Whenever you share  
28 confidential information, that’s a big deal.”

1           89. Another training program states: “Let’s be clear: Depending on the circumstances,  
2 [violating the Code of Conduct] could have significant consequences for you up to, and including,  
3 losing your job.” This program also states: “We share a lot of information at Google. You  
4 should treat all information at Google as confidential unless you know that it has been approved  
5 for public disclosure.”

6           90. This lesson is emphasized in yet another training program that states: “Google’s  
7 confidential information should never be shared outside the Company without proper  
8 authorization.”

### 9 Stop Leaks and Investigations

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

19           92. Google’s Investigations Team is in charge of “Stopleaks,” Google’s company-  
20 wide effort to prevent the disclosure of any information about Google and enforce its illegal  
21 policies. According to Google, “non-malicious leaks happen when an employee shares  
22 information with an external person they trusted, and other times internal and confidential  
23 information is accidentally marked public. If you know you were inadvertently responsible for a  
24 leak, let us know quickly by emailing [stopleaks@](mailto:stopleaks@). We understand that mistakes happen!”

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

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

6           95.     In addition to “leaks,” Google also asks Googlers to file “suspicious activity  
7 reports,” which Google states can include “strange things you observe or strange things that  
8 happen to you – like someone asking you really detailed questions about your project or job.”  
9 The purpose of Google’s “Stopleaks” program is to deter employees from asking questions (even  
10 of one another), or disclosing any information about Google in violation of their constitutional  
11 and statutory rights.

#### 12                           **Other Communications and Threats of Termination**

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

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

24           98.     As another example, on or around May 9, 2019, Google’s General Counsel sent a  
25 company-wide email informing employees that “it’s a violation of our policies to improperly  
26 access, copy, or share Confidential or Need-to-Know information, whether or not it’s explicitly  
27 marked. Doing so could subject you to disciplinary action. We have fired people who violated  
28 out data policies.” This email – which unambiguously concerns working conditions – even

1 defined itself as “confidential” in violation of the law.

2 99. The email was leaked to press. According to press reports, two employees stated  
3 “there appeared to be updates to the policy which tightened the tech giant’s control over  
4 information being spread internally.” The press further reported that “following leaks about  
5 products in China and partnerships with the US military, as well as employee efforts to change  
6 the company’s policies on forced arbitration, workplace sexual harassment, and benefits for  
7 contract workers, Google is tightening the [confidentiality] reins,” and that the email “could very  
8 easily be read as an attempt to scare anyone who might be a whistleblower. . . .”

9 100. On or around May 16, 2019, Google informed the press that “it continues to  
10 investigate leaks with the same tenacity and considers leaks to be disclosure of confidential  
11 proprietary information. In 2018, the number of internal investigations involving mishandling of  
12 confidential information increased by 40 percent, compared with 2017.” Moreover, and as  
13 reported by the press, Google’s former senior vice president of human resources, Lazlo Block,  
14 states: “We suffer about one major leak each year. Each time, there’s an investigation, and each  
15 time, whether it was deliberate or accidental or not, the person is fired. We don’t name the  
16 person, but we let everyone in the company know what was leaked, and what the consequence  
17 was.”

18 101. Similarly, on or around July 17, 2019, Chris Rackow, Google’s Vice President of  
19 Security and Resilience Services, sent a company-wide email stating that “leaking [so-called]  
20 confidential information hurts our company, our people, and the openness and transparency we  
21 enjoy internally. . . . But the best protection we can provide is to deter the behavior in the first  
22 place.” The email then informed employees that Google had fired an (unnamed) leaker “behind  
23 some recent leaks” without identifying the nature of these leaks. The email also referred  
24 employees to a “Data Security Policy.”

25 102. Google emphasizes to its employees that they are only permitted to communicate  
26 internally, if at all, about corporate misconduct. Of course, as detailed above and below, Google  
27 actively retaliates against employees who engage in even internal whistleblowing. It also  
28 expressly warns employees against engaging in internal or external whistleblowing.

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### 3 **Enforcement Through Retaliation**

4 103. Google also enforces its illegal policies and agreements by encouraging the  
5 retaliation of, and retaliating against, whistleblowers and individuals, including but not limited to  
6 Plaintiffs, because of their protected conduct.

### 7 **Policies for Former Employees**

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

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

19 106. As noted above, employees are required to sign this exit certificate as a condition  
20 of their employment at Google. One version of the exit certificate states:

21 Please sign this note to certify that you have returned/do not  
22 possess and have not recreated or delivered to anyone else, any and  
23 all Company property, including, but not limited to, Google  
24 Confidential Information . . . records, data, notes, notebooks . . .  
[and] all other documents and property and reproductions of any of  
the aforementioned items. . . .

25 107. This version of the exit certificate goes on to state:

26 You further agree that you have followed the terms of Google's  
27 [Confidentiality Agreement]. . . . You agree that in compliance  
28 with the Agreement, you will adhere to your obligations to the  
company, including but not limited to, those contained in the

1 sections on Confidential Information, Inventions, and Solicitation  
2 of Employees.

3 108. Finally, this version of the exit certificate requires that employees certify  
4 (regardless of whether or not it is true) that:

5 You have advised Google of all facts of which you are aware that  
6 you believe may constitute a violation of Google's . . . legal  
7 obligations, including those under the federal securities laws;  
8 Google has resolved those issues to your satisfaction; and you are  
9 not aware of any current violations of Google's . . . legal  
10 obligations, including those under federal securities laws; and you  
11 have not suffered any adverse action as a result of your conduct in  
12 this regard.

13 109. The other versions of Google's exit certificate are substantially similar to the one  
14 quoted above.

15 110. All employees must agree to sign a Google exit certificate as condition of working  
16 for Google. All employees must sign the exit certificate when leaving Google.

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

23 **As to Adecco**

24 **Adecco's Confidentiality and Non-Compete Agreement**

25 112. In or around August 2015, Adecco offered Correa employment. She was assigned  
26 to work for Google, an Adecco client.

27 113. As a condition of her employment, Adecco required Correa to sign an "Employee  
28 Acknowledgement and Confidentiality and Non-Disclosure Agreement ("Adecco Agreement").  
On information and belief, Adecco requires all employees throughout California to sign the  
Adecco Agreement.

114. The Adecco Agreement declares essentially everything related to Correa's



1 employment with Adecco “confidential.” Under the Agreement, so called “confidential  
2 information” is “deemed to include but is not limited to information in any format . . . which  
3 Adecco and/or Client have not previously made available to the public.” The Adecco Agreement  
4 does not contain the notice required by the Defend Trade Secrets Act.

5 115. The Adecco Agreement further requires employees to agree that they “cannot  
6 disseminate or disclose to any third party, or use for Employee’s own benefit, any Confidential  
7 Information relating to the products, business, or affairs of Adecco or of Client which is in any  
8 way acquired during or by reason of Employee’s employment with Client.”

9 116. Adecco’s Agreement also contains an express non-compete provision. It requires  
10 employees to agree that “he/she is not to accept any position with any Client or other entity  
11 where he/she is performing services as an Adecco employee without the prior written consent of  
12 Adecco.”

13 117. The Adecco Agreement further requires its contingent workers to comply with the  
14 policies and procedures of Adecco and its clients during the course of their employment and  
15 forever after it. It states: “Employee agrees that his/her obligations hereunder shall continue  
16 beyond the termination of an assignment with a Client and/or termination of employment with  
17 Adecco. . . .”

18 118. The Adecco Agreement contains no geographic or time limitation.

### 19 **Adecco Commitment Sheet**

20 119. Adecco also requires its temporary employees throughout California, including  
21 Correa, to sign a “Commitment Sheet.” Correa signed this Commitment Sheet in August 2015.

22 120. This Commitment Sheet requires Adecco temporary employees to “abide by the  
23 policies and procedures contained in the Adecco Employee Handbook.

24 121. The Commitment Sheet also contains a non-disparagement clause that states:  
25 “During or after my employment with Adecco or any Client, I will not make any false or  
26 defamatory statements about Adecco or its Clients.”

27 122. The Commitment Sheet also states that “[f]ailure to comply with these and other  
28 company policies and procedures may result in disciplinary action up to and including

1 termination.”

## 2 Adecco’s Employee Handbook & Other Policies

3 123. Adecco also requires its temporary employees to maintain absolute confidentiality  
4 through its employee handbook.

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

9 125. Adecco’s handbook also did or does prohibit its employees from revealing that  
10 they work for an Adecco client through social media platforms. According to Adecco, this  
11 includes activity like:

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

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

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

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

1 ///

2 **Administrative Exhaustion**

3 129. Plaintiffs have exhausted their administrative remedies with respect to the below  
4 causes of action.

5 \*\*\*

6 130. Because Google (in the past) and Adecco (still) requires employees to waive their  
7 right to seek class-wide relief with respect to Defendants' illegal conduct, the only effective  
8 remedy to address this illegal conduct and achieve compliance with the Labor Code is the  
9 aggressive and full imposition of penalties under the Private Attorneys General Act. Plaintiffs, on  
10 behalf of the State and all aggrieved employees, seeks the below PAGA penalties in full.

11 **CAUSES OF ACTION**

12 **AS TO GOOGLE AND ALPHABET**

13 **First Cause of Action**

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

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

16 131. Labor Code § 432.5 provides that no employer shall require any employee or  
17 applicant for employment to agree, in writing, to any term or condition which is known by the  
18 employer to be prohibited by law.

19 132. Google, through its agreements and other documents, did or does require its  
20 employees to agree in writing to terms and conditions prohibited by law.

21 133. Google's mandatory agreements and writings do or did contain terms or  
22 conditions prohibited by Government Code § 12964.5, Business & Professions Code § 16600,  
23 the Federal Trade Secrets Act, Rule 21F-17 of the Securities and Exchange Commission, Labor  
24 Code §§ 232, 232.5, 1101-02, 1102.5, 1197.5, and Business & Professions Code § 17200 et seq.

25 134. Google knows or should have known that its agreements and other documents are  
26 prohibited by law.

27 135. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
28 Labor Code § 432.5 "is one hundred dollars (\$100) for each aggrieved employee per period for

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

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

6 **Second Cause of Action**

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

8 **Illegal Prohibition on Whistleblowing**

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

10 137. As described above, Google has made, adopted and enforced policies and  
11 practices that prohibit employees from disclosing potential violations of the law internally and  
12 externally. These policies apply even when a Googler has reasonable cause to believe that the  
13 at-issue information discloses a violation of state or federal statute, or a violation of or  
14 noncompliance with a local, state, or federal rule or regulation. This is a violation of California  
15 Labor Code § 1102.5.

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

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

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1 **Third Cause of Action**

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

3 **Illegal Prohibition on Disclosing Information About Working Conditions**

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

5 140. As described above, Google requires employees, as a condition of employment, to  
6 refrain from disclosing information about Google’s working conditions. This is a violation of  
7 California Labor Code §§ 232.5(a) and (b).

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

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

15 **Fourth Cause of Action**

16 **PAGA (with reference to Labor Code §§ 232 and 1197.5)**

17 **Illegal Prohibition on Disclosure of Information about Wages**

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

19 143. As described above, Google requires employees, as a condition of employment, to  
20 refrain from disclosing information about or discussing wages. This is a violation of California  
21 Labor Code §§ 232(a) and (b) and Labor Code § 1197.5

22 144. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
23 either Labor Code § 232 or Labor Code § 1197.5 is “one hundred dollars (\$100) for each  
24 aggrieved employee per period for the initial violation and two hundred dollars (\$200) for each  
25 aggrieved employee per pay period for each subsequent violation.”

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

1 **Fifth Cause of Action**

2 **PAGA (with reference to Labor Code §§ 1101-02)**

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

4 146. Labor Code § 1101 states that no employer shall make, adopt, or enforce any rule,  
5 regulation, or policy that: (a) forbids or prevents employees from engaging or participating in  
6 politics; or (b) controls or directs, or tends to control or direct, the political activities or  
7 affiliations of its employees. Labor Code § 1102 states that “no employer shall coerce or  
8 influence or attempt to coerce or influence his employees through or by means of threat of  
9 discharge or loss of employment to adopt or refrain from adopting or following any particular  
10 course or line of political action or political activity.”

11 147. As detailed above, Google has a policy of requiring its employees to sign and  
12 comply with various contracts, agreements, policies, and practices, including its “Community  
13 Guidelines,” that prohibit employees from engaging in conduct protected by Labor Code §§ 1101  
14 and 1102.

15 148. Under the Private Attorneys General Act (PAGA), the penalty for a violation of  
16 either Labor Code §§ 1101 or 1102 is “one hundred dollars (\$100) for each aggrieved employee  
17 per period for the initial violation and two hundred dollars (\$200) for each aggrieved employee  
18 per pay period for each subsequent violation.”

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

22 **Sixth Cause of Action**

23 **Labor Code §§ 1102.5/1102.61 *et seq.***

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

25 150. As detailed above, Google has and is violating Labor Code § 1102.5.

26 151. Labor Code §§ 1102.61 *et seq.* provides that an employee may petition the  
27 superior court for temporary and preliminary injunctive relief in any civil action brought pursuant  
28 Labor Code § 1102.5. This is such an action.

1           152. Labor Code § 1105.62 states that the Court shall consider the chilling effect on  
2 other employees asserting their rights under this section in determining whether temporary relief  
3 is just and proper. As detailed above, Google’s policies against whistleblowing, have, and are  
4 intended to have, a chilling effect on employees in the exercise of their rights under Labor Code §  
5 1102.5.

6           153. Labor Code § 1102.62 further states “appropriate injunctive relief shall be issued  
7 on a showing that reasonable cause exists to believe a violation has occurred.” As detailed above,  
8 reasonable cause exists to believe that Google has violated Labor Code § 1102.5.

9           154. Labor Code § 1102.62 further provides that, thereafter, the Court may issue a  
10 preliminary or permanent injunction that is just and proper.

11           155. The need for injunctive relief is particularly urgent and appropriate here because  
12 employees remain the best source of information about corporate wrongdoing, and Google  
13 currently faces numerous government investigations and lawsuits concerning its unlawful  
14 business practices. Moreover, Google’s employees and the public, face irreparable harm because  
15 of Google’s unlawful conduct.

16           156. Accordingly, Cassel and Doe, both current employees, seek the following  
17 temporary, preliminary, and permanent injunctive relief.

18           a. An order prohibiting Google from adopting or enforcing (whether through  
19 warnings, reminders, discipline, terminations, guidelines, investigations, or otherwise) any policy  
20 or rule that restrains employees from disclosing information internally, to government agencies,  
21 or to law enforcement, when they have reasonable cause to believe a violation of the law exists.

22           b. An order requiring Google to affirmatively inform employees of their  
23 rights under Labor Code § 1102.5, and requiring Google to rescind any communication, training  
24 program, policy, or rule that may lead employees to believe they are not permitted to engage in  
25 conduct protected under Labor Code § 1102.5.

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1 **Seventh Cause of Action**

2 **Government Code § 12964.5 *et seq.***

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

4 157. As detailed above, Google requires employees to sign confidentiality agreements,  
5 codes of conduct, exit certificates, training programs, and other documents that require them to  
6 state they do not possess any claim or injury against Google and/or that purport to deny them the  
7 right to disclose information about unlawful or potentially unlawful conduct, including sexual  
8 harassment. This is a violation of Government Code § 12964.5.

9 158. Accordingly, Cassel seeks appropriate injunctive relief prohibiting Google from  
10 violating Government Code § 12964.5.

11 **Eighth Cause of Action**

12 **Business & Professions Code §§ 17200 *et seq.***

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

14 159. California Business & Professions Code §§ 17200 *et seq.* prohibits unlawful or  
15 unfair business practices and permits this Court to grant public injunctive relief.

16 160. As described above, Google is engaged in ongoing unlawful and unfair business  
17 practices.

18 161. Plaintiffs continue to be subject to and harmed by Google illegal conduct,  
19 including its unlawful confidentiality agreements.

20 162. Accordingly, Plaintiffs Doe and Cassel seek appropriate public injunctive and/or  
21 declaratory relief prohibiting the unlawful conduct alleged in this complaint and remedying  
22 Google's past violations of the law.

23 **CAUSES OF ACTION**

24 **AS TO ADECCO**

25 **Ninth Cause of Action**

26 **PAGA (Incorporation of Claims against Google)**

27 163. As described above, Adecco requires its employees to abide by the policies and  
28 practices of its clients, including Google. Adecco is thus equally liable under PAGA with



1 respect to Adecco aggrieved employees working at Google as to the application of Google  
2 policies and practices to them. Accordingly, Plaintiff Correa also incorporates and alleges that  
3 Adecco is liable under PAGA for causes of action one through five as applied to Google-based  
4 Associates currently or formerly employed by Adecco.

5 164. Plaintiff Correa thus seeks from Adecco, on behalf of herself, the state of  
6 California, and all of the aggrieved employees, PAGA penalties as set forth above for each  
7 Adecco employee also currently or formerly employed by Google, per pay period, within the  
8 statutory time frame.

9 **Tenth Cause of Action**

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

11 **(As To Adecco)**

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

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

18 b. Disclosing wage information post-employment for the purpose of  
19 recruiting employees from their former employer.

20 c. Disclosing wage information for the purpose of whistleblowing to an  
21 attorney or to the government about illegal wage and hour practices.

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

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

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2 **Eleventh Cause of Action**

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

4 **(As To Adecco)**

5 167. As described above, Adecco prohibits aggrieved employees, including Correa,  
6 throughout California from disclosing information about their working conditions to anyone.  
7 Among other things, Adecco's confidentiality agreements and policies prohibit current and  
8 former employees from, among other things:

9 a. Disclosing information about working conditions for the purpose of  
10 seeking different employment (e.g., to explain an employee's reason for seeking a new job, or to  
11 discuss one's accomplishments on a LinkedIn resume).

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

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

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

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

23 **Twelfth Cause of Action**

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

25 **(As To Adecco)**

26 169. As described above, Adecco prohibits aggrieved employees, including Correa,  
27 throughout California from reporting reasonably suspected violations of the law to the  
28

1 government or to an attorney. Among other things, Adecco's confidentiality agreements and  
2 policies prohibit current and former employees from, among other things:

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

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

13 **Thirteenth Cause of Action**

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

15 **(As To Adecco)**

16 171. As described above, Adecco requires aggrieved employees to agree in writing to  
17 terms and conditions that it knows is prohibited by law. Adecco requires its employees to agree  
18 to a confidentiality agreement and other writings that, among other things.

- 19 a. Fails to include the notice required by the Defend Trade Secrets Act.
- 20 b. Prohibits employees from reporting securities law violations, in violation  
21 of SEC Rule 21F-17.
- 22 c. Prohibits employees from reporting suspected violations of the law, in  
23 violation of Labor Code § 1102.5, public policy, and numerous other whistleblower laws.
- 24 d. Prohibits employees seeking employment with an Adecco client without  
25 Adecco's consent.
- 26 e. Prohibits employees from seeking full time work with an Adecco client.
- 27 f. Prohibits employees from asking an Adecco client why their assignment  
28 ended.

1 g. Prohibits employees from ever using the general skills, knowledge,  
2 acquaintances, and the overall experience they obtain at Adecco and its clients in practicing their  
3 trade.

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

7 i. Prohibits employees from disclosing information about their own or other  
8 employees' wages for any reason (including in furtherance of practicing their trade).

9 j. Prohibits employees from disclosing information about Adecco and their  
10 clients' working conditions for any reason (including in furtherance of practicing their trade).

11 k. Prohibits employees from identifying their joint employer (i.e., Adecco's  
12 clients) on their LinkedIn profile and other social media.

13 l. Prohibits employees from engaging in lawful conduct during non-work  
14 hours in violation of Labor Code § 96(k) and 98.6 by, for example, "blogging" about Adecco or  
15 its clients.

16 172. Through this conduct (among other things), Adecco knowingly requires  
17 employees to sign a writing that violates numerous laws, including the Cartwright Act, Business  
18 & Professions Code § 16600, the Defend Trades Secrets Act, the rules of the Securities and  
19 Exchange Commission, the California Constitution's liberty of speech clause, the Labor Code  
20 sections referenced above, and Business and Professions Code § 17200 *et seq.*

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

24 **Fourteenth Cause of Action**

25 **Unfair Competition - Business & Professions Code §§ 17200 *et seq.***

26 **(As To Adecco)**

27 174. As described above, Adecco's agreements, policies, and practices with respect to  
28 its California-based temporary employees violate numerous laws and constitute unfair and

1 unlawful business practices in violation of California Business & Professions Code §§ 17200 *et*  
2 *seq.*

3 175. Plaintiff Correa remains subject to Adecco's unlawful agreements.

4 176. Plaintiff Correa seeks a public injunction against Adecco prohibiting it from  
5 enforcing its confidentiality agreement and other writings to the extent they are unlawful.

6 177. Plaintiff Correa further seeks an affirmative public injunction in which Adecco is  
7 required to inform all its former and current employees that it will not enforce its confidentiality  
8 agreements or other writings and that these former and current employees are permitted to  
9 (among other things):

10 a. Work for an Adecco client without seeking Adecco's permission.

11 b. Approach an Adecco client about full time work without notifying  
12 Adecco.

13 c. Ask an Adecco client why their assignment ended.

14 d. Use and disclose the general skills, knowledge, acquaintances, and the  
15 overall experience they obtain at Adecco and its clients in working for other employers or  
16 themselves.

17 e. Use and disclose the customer and other information learned at Adecco or  
18 its clients in practicing their trade when that information is readily available to competitors  
19 through normal competitive means.

20 f. Discuss Adecco and its clients during non-work hours and away from their  
21 employer's premises, except when such discussions would reveal trade secrets.

22 g. Identify Adecco clients in their social media profiles.

23 h. Use and disclose information about working conditions and wages.

24 i. Disclose trade secrets in accordance with the Defend Trade Secrets Act.

25 j. Report suspected violations of the law, including securities law violations.

26 k. Engage in other conduct protected by California law.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1           1.       Full and complete civil penalties for each separate violation of PAGA in  
2 accordance with the Private Attorneys General Act.

3           2.       Attorneys' fees and costs under PAGA, CCP § 1021.5, or any other applicable  
4 law or doctrine.

5           3.       Interest on penalties.

6           4.       Appropriate injunctive relief.

7           5.       All other relief the Court deems proper and just.

8  
9 Dated: December 13, 2022

Respectfully submitted,

10 By: /s/ Jahan C. Sagafi

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