

Notice of Settlement of PAGA Representative Action

Doe v. Google, San Francisco Superior Court, Case No. CGC-16-556034

You are receiving this notice because the San Francisco County Superior Court approved a settlement in the above case and you are a member of the group that is entitled to receive payment. Enclosed please find a check with your portion of the settlement proceeds.

A settlement (the “Settlement”) has been reached between Plaintiffs John Doe, Paola Correa, and DeWayne Cassel on behalf of the State of California and Defendants Google, LLC and Alphabet, Inc. (“Defendants”) in a representative action pending in the San Francisco County Superior Court, Case No. CGC-16-556034 (the “Lawsuit”).

In the Lawsuit, Plaintiffs alleged certain of Google’s employment contracts, policies, and practices (“Policies”) violate various California laws that protect competition and employee speech. The applicable California laws are:

- Labor Code §§ 96(k), 98.6, and 232.5, which generally give employees the right to engage in lawful conduct outside of work and to disclose information about working conditions.
- Labor Code §§ 232 and 1197.5(k), which generally give employees the right to disclose or discuss information about wages.
- Labor Code §§ 1101-1102, which generally give employees the right to engage in political activity in their personal capacities.
- Labor Code §§ 1102.5 and Government Code § 12964.5, which generally give employees the right to disclose information about reasonably suspected violations of the law internally, to government agencies, or to third parties, and to not release certain claims as a condition of initial or continuing employment.

Business and Professions Code § 16600, which generally give employees the right to practice their profession or trade without restraint.

Google denies Plaintiffs’ allegations. Google emphasizes that California Googlers have all the specific rights above. Specifically, Google’s policies do not limit Googlers’ rights to disclose or use information, or communicate, whether orally or in writing, (1) about compensation or other terms of employment or working conditions, (2) about reasonably-suspected violations of law. Employees have these rights, to the extent they are not limited by other laws. Employees can exercise these rights without providing Google with notice or seeking its approval. Google will not retaliate against any employee for, nor interfere with, the lawful exercise of these rights.

However, the parties entered the Settlement to avoid the risks, uncertainties, and expense of further litigation.

Plaintiffs pursued claims for penalties against Defendants on behalf of the State of California under the California Private Attorneys General Act (“PAGA”), which provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the Representative Group. The Settlement releases claims for penalties under PAGA based on the foregoing alleged violations for the time period from October 16, 2015 through September 15, 2023. While you were not a party to the Lawsuit, you and the State of California have been bound by the Settlement and resulting judgment entered in this matter by the Court as to civil penalties under PAGA. The Settlement does not limit your rights with respect to non-PAGA claims.

The San Francisco County Superior Court approved the parties’ settlement of \$27,000,000 on December 4, 2023. By approving the settlement, the Court did not decide in Plaintiffs’ or Defendants’ favor or otherwise rule on the merits of the lawsuit. The Net Settlement Amount after the Court-approved attorney’s fees, costs, administration costs, and service awards is \$17,660,577.05. Seventy-five percent will be paid to the State of California, and twenty-five percent will be paid to you and the other PAGA Settlement Members.

According to Defendants’ records, you worked for Google in California at some point between October 16, 2015 and September 15, 2023 and are therefore entitled to a share of the Settlement. Your Settlement payment is enclosed with this Notice. Your payment, like everyone else’s, is calculated as follows: a \$20 fixed amount plus a proportionate share of the remaining money available for all covered individuals, based on a point system, with 5 points per pay period worked in the period October 16, 2015 through March 15, 2017 and 1 point per pay period worked in the period May 20, 2019 through September 15, 2023. The fixed payment applies to everyone equally, regardless of how much or when they worked during the October 16, 2015 through September 15, 2023 time period covered by the Settlement. The payment is characterized as Form 1099 income. You are responsible for any taxes payable on the amount you have received. As indicated on the check, you have 180 days from the date of mailing to cash the check. If you do not cash your check within 180 days, the check will be voided, and the money will be submitted in your name to the State of California’s unclaimed property fund.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE FOR INFORMATION REGARDING THIS SETTLEMENT.

You may direct any questions to the settlement administrator using the contact information below:

**Google PAGA Settlement
c/o Rust Consulting, Inc. – 8505
PO Box 2396
Faribault, MN 55021-9096
Toll-Free: (800) 270-2335
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