

# **Exhibit 1**

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA  
UNLIMITED JURISDICTION

TYMUOI HA, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

GOOGLE INC. and URPAN  
TECHNOLOGIES, INC.,

Defendants.

Case No. 116-CV-290847

JOINT STIPULATION OF CLASS  
SETTLEMENT AND RELEASE

ASSIGNED FOR ALL PURPOSES TO JUDGE  
BRIAN C. WALSH

Complaint Filed: January 27, 2016

1           1.       Subject to the terms and conditions hereof and approval by the Superior Court of  
2 California for the County of Santa Clara (the “Court”), this Stipulation of Settlement and Release  
3 (“Settlement Agreement,” “Settlement,” or “Agreement”) is made and entered by and between Class  
4 Representatives Tymuoi Ha, Austin Bonner, David Rabil, and Raymond Roberts and Defendants  
5 Google Inc. (“Google”) and Urpan Technologies, Inc. (“UrpanTech”).

6  
7                               **I.   DEFINITIONS**

8           2.       The terms described below shall have the meanings defined in this Section wherever  
9 used in this Settlement Agreement and in all of its exhibits, including the Notice of Class Action  
10 Settlement (“Notice” or “Class Notice”, attached hereto as **Exhibit A**).

11           3.       The “Lawsuit” means the above-captioned civil action.

12                   **A.   Party and Counsel Definitions**

13           4.       When referred to individually, Tymuoi Ha is referred to as the “Plaintiff” or “Plaintiff  
14 Ha.”

15           5.       Plaintiff Ha, Austin Bonner, David Rabil, and Raymond Roberts are collectively  
16 referred to as the “Class Representatives.”

17           6.       Google and UrpanTech are collectively referred to as the “Defendants.”

18           7.       The Class Representatives and the Defendants are collectively referred to herein as the  
19 “Settling Parties.”

20           8.       “Class Counsel” means the law firms of Sanford Heisler Sharp, LLP and Gates,  
21 O’Doherty, Gonter & Guy LLP.

22           9.       “Counsel for Google” means the law firm of Grube Brown & Geidt LLP.

23           10.      “Counsel for UrpanTech” means Owens Law Firm.

24           11.      “Defendants’ Counsel” means Counsel for Google and Counsel for UrpanTech  
25 collectively.

26           12.      “Parties’ Counsel” means Class Counsel and Defendants’ Counsel.

1 **B. Settlement Class Definitions**

2 13. The “Class” is defined as: “All persons who worked for Google in California as  
3 temporary or contract sourcers, closers, recruiters, or other personnel who performed substantially the  
4 same work as workers with those titles or in those roles in Google’s People Operations department  
5 (including, without limitation, temporary workers assigned to the Channels organization) for at least  
6 one day between January 27, 2012 and May 9, 2017.”<sup>1</sup> However, the “Class” does not include  
7 individuals who opt-out of the Settlement.

8 14. Members of the Class are referred to herein as “Class Members.”

9 15. The “Class Period” is from January 27, 2012 until May 9, 2017.

10 16. “Contract Recruiters” means persons who worked for Google in California as  
11 temporary or contract sourcers, closers, recruiters, and other personnel who performed substantially  
12 the same work as workers with those titles or in those roles in Google’s People Operations department.

13 17. The “Damages Period” is January 27, 2012 through the Preliminary Approval Date.

14 **C. Release Definitions**

15 18. “Released Parties” means Defendants, and each of their present and former parent  
16 companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,  
17 owners, members, managers, co-joint ventures, fiduciaries, trustees, employee benefit plan  
18 administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting  
19 by, through, under or in concert with any of them, and any individual or entity which could be jointly  
20 liable with Defendants for any of the Released Claims, including staffing agencies who hired,  
21 provided, or assigned Contract Recruiters to perform work at Google within the Class Period  
22 (“Released Staffing Agencies”).  
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25 <sup>1</sup> For purposes of this Settlement, the Settling Parties agree that the following job titles fall within the Class:  
26 Recruiter I, Recruiter IV, Crane Recruiter I, Crane Recruiter II, Crane Recruiter III, Crane Recruiting  
27 Specialist I, Crane Recruiting Specialist II, Crane Recruiting Specialist III, Phoenix Recruiter I, Phoenix  
28 Recruiter II, Phoenix Recruiter III, Phoenix Recruiting Specialist I, Phoenix Recruiting Specialist II,  
General-HR/Admin (with recruiting and/or sourcing duties), Crane Sourcer I, Crane Sourcer II, Crane  
Sourcer III, Crane Sourcer IV, Phoenix Sourcer I, Phoenix Sourcer II, Phoenix Sourcer III, and Phoenix  
Lead Generation Specialist.

1           19.     “Released Staffing Agencies” includes, without limitation, UrpanTech, Adecco NA,  
2     Artech Information Systems LLC, Cornerstone RPO, Signature Commercials Solutions, LLC, Zenith  
3     Talent Corp., Indosys Corp., and Gary D. Nelson Associates, Inc.

4           20.     “Released Claims” means any and all claims arising at any point from January 27, 2012  
5     until the Preliminary Approval Date, which arise out of the same transactions, series of connected  
6     transactions, occurrences or nucleus of operative facts that form the basis of the class claims which  
7     were pled or which could have been pled based on the factual allegations contained in the Lawsuit’s  
8     Operative Complaint. (In this context, “Operative Complaint” refers to the complaint which is in  
9     effect at the time of distribution of Class Notice [*see infra* Section XIII(A)].) The Released Claims  
10    include, without limitation, any claims that for their time working as Contract Recruiters during the  
11    Damages Period, Class Members (i) were not paid overtime for work performed at, for, or on behalf  
12    of Google; (ii) were not paid for all earned wages at the time of their separation from working at, for,  
13    or on behalf of Google; and (iii) did not receive accurate wage statements for work performed at, for,  
14    or on behalf of Google, pursuant to California Labor Code §§ 201, 202, 203, 226, 510, 1174 and 1194;  
15    California Business and Professions Code §§ 17200 *et seq.*; the Industrial Welfare Commission Wage  
16    Orders; and the California Private Attorneys General Act of 2004 (“PAGA”), and all derivative claims  
17    for pre-judgment and post-judgment interest, penalties, punitive damages, and attorneys’ fees and  
18    costs.

19    **D.     Procedural Definitions**

20           21.     “Preliminary Approval” or the “Preliminary Approval Order” means the Order(s)  
21    entered by the Court preliminarily approving the terms of the Settlement Agreement, certifying the  
22    Class for the purposes of this Settlement Agreement, directing the mailing of the Notice to the Class,  
23    and scheduling a final hearing on whether the Settlement is fair, reasonable, and adequate (the “Final  
24    Approval Hearing”).

25           22.     “Preliminary Approval Date” means the date of entry of the Preliminary Approval  
26    Order.

1           23.     “Final Approval” or the “Final Approval Order” means the Order(s) entered by the  
2 Court granting final approval of the terms of the Settlement Agreement, granting final certification of  
3 the Class for settlement purposes, and dismissing the Released Claims with prejudice.

4           24.     “Final Approval Date” means the date of entry of the Final Approval Order for this  
5 Settlement.

6           25.     “Effective Date” means sixty-five (65) calendar days from the Final Approval Date if  
7 no appeal is filed, or ten (10) business days after the final resolution of any appeal if an appeal is filed  
8 and unsuccessful.

9     **E.     Settlement Administration Definitions**

10          26.     “Settlement Administrator” means RG/2 Claims Administration LLC.

11          27.     “Settlement Workweek” means a workweek (Monday – Sunday) during the Damages  
12 Period in which a Class Member worked as a Contract Recruiter for at least one paid workday.

13          28.     “Straight Time Bill Rate” means the rate that Google used for paying the Released  
14 Staffing Agencies for straight time hours worked by Contract Recruiters assigned to work at Google.

15          29.     “Fieldglass” refers to a vendor management system used by Google to manage billing  
16 for services performed by Contract Recruiters. Among other things, it provides information regarding  
17 Contract Recruiters’ workweeks, workdays and Straight Time Bill Rate.

18          30.     “LWDA Payment” shall mean the payment to the California Labor and Workforce  
19 Development Agency under PAGA.

20                             **II.    BACKGROUND**

21          31.     Defendant Google is a technology company. Staffing agencies, such as UrpanTech,  
22 supply Google with temporary and contract workers.

23          32.     Contract Recruiters are paid on an hourly basis. Pursuant to bill rates, Google pays the  
24 staffing agencies for hours worked by the Contract Recruiters, and then the staffing agencies pay the  
25 Contract Recruiters.

26          33.     Through UrpanTech, Plaintiff Ha was assigned to work as a Contract Recruiter at  
27 Google’s headquarters from approximately July 15, 2013 through January 30, 2014.  
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1           34.     On January 27, 2016, Plaintiff Ha filed a class action complaint against Defendants in  
2 the Superior Court of California for the County of Santa Clara. (Dkt. No. 2.) An amended complaint  
3 was filed on March 4, 2016. (Dkt. No. 6, (“First Amended Complaint”))

4           35.     In the Lawsuit, Plaintiff Ha alleged that Google was an employer and legally  
5 responsible for the payment of wages to her and all Contract Recruiters.

6           36.     Plaintiff Ha alleged that Defendants limited the amount of overtime that Contract  
7 Recruiters were permitted to report and thereby failed to pay all wages earned or provide wage  
8 statements which accurately reflected all hours. In the Lawsuit, Plaintiff Ha asserted class claims  
9 against Defendants on behalf of all other Contract Recruiters, pursuant to California Labor Code §§  
10 201, 202, 203, 226, 510, 1174 and 1194, California Business and Professions Code §§ 17200 et seq.,  
11 and the Industrial Welfare Commission (“IWC”) Wage Orders.

12           37.     Plaintiff Ha further alleged that after she complained of unpaid overtime, Defendants  
13 retaliated by terminating her. Plaintiff Ha alleged individual claims against Defendants pursuant to  
14 Labor Code § 1102.5 and California public policy. **This Settlement Agreement does not settle**  
15 **Plaintiff Ha’s individual claims.**

16           38.     The Lawsuit was assigned to Honorable Peter H. Kirwan, and on February 26, 2016,  
17 and Judge Kirwan issued an order deeming the case complex and staying formal discovery. (Dkt. No.  
18 5.) The case has since been reassigned to Honorable Brian C. Walsh.

19           39.     On June 17, 2016, Defendants filed General Denials to each and every allegation in the  
20 First Amended Complaint. (Dkt. No. 22, 23.) Google asserted twenty-seven (27) Affirmative  
21 Defenses, including that “it did not separately or jointly employ” Plaintiff or any other Contract  
22 Recruiter. (Dkt. No. 22 at 1:7-13 (First Affirmative Defense).)<sup>2</sup>

23           40.     Parties’ Counsel spent many months in discussions and negotiations regarding the  
24 claims, discovery, the existence and production of extensive ESI, the timing and scope of Defendants’  
25 litigation holds, the scope of the class, and the possibility of mediation.

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28 <sup>2</sup> In conjunction with their Answer, UrpanTech asserted twenty-nine (29) Affirmative Defenses. (Dkt. No. 23.)

1           41. In addition to generally denying Plaintiff's allegations, Google asserted that the policies  
2 challenged by Plaintiff Ha were lawful and further only applied to a very limited number of Contract  
3 Recruiters. Accordingly, Google argued that even for settlement purposes, the putative class should  
4 be restricted to only Contract Recruiters who worked in the Channels Organization, a single division  
5 of Google's People Operations, during the period of January 27, 2014 through August 31, 2014.

6           42. On the other hand, Plaintiff Ha alleged that all Contract Recruiters throughout the Class  
7 Period were subject to similar restrictions on reporting and being paid for all overtime worked.

8           43. As part of their investigation into the claims, Class Counsel spoke with numerous  
9 Contract Recruiters. In addition to investigating the merits of the claims, Class Counsel sought to  
10 respond to Google's position regarding the scope of the class.

11           44. To assist the class, Contract Recruiters Austin Bonner, David Rabil, and Ray Roberts  
12 stepped forward and provided Class Counsel information regarding their experience working outside  
13 of the Channels Organization. Further, they each executed declarations which described being  
14 restricted from reporting overtime. Class Counsel provided these declarations to Google in late August  
15 2016.

16           45. Google subsequently agreed that for purposes of settlement only, they would produce  
17 discovery and negotiate for the full Class.

18           46. The Settling Parties retained a well-known and experienced mediator, Mark S. Rudy,  
19 to assist them in their negotiations.

20           47. Prior to mediation, the Plaintiff and Defendants informally exchanged extensive  
21 documents – totaling approximately 14,000 pages – solely for the purposes of mediation. As part of  
22 mediation discovery, Google produced class-wide data, including timestamp data from multiple  
23 sources for a random sample of the class period.

24           48. Both the Plaintiff and Google retained experts to examine the timestamp and other data.

25           49. Prior to the mediation, the Settling Parties exchanged mediation briefs and Class  
26 Counsel provided Defendants with Plaintiff's expert's calculation of damages based on his analysis of  
27 more than 20,000,000 timestamp entries.  
28

1           50.     On February 28, 2017, the Settling Parties engaged in a full day of mediation on the  
2 class claims.

3           51.     For the Class, Class Representatives Tymuoi Ha, Austin Bonner, David Rabil, and  
4 Raymond Roberts and Class Counsel attended the Mediation. Representatives from both Google and  
5 UrpanTech and their Counsel attended for Defendants.

6           52.     While the mediation was unsuccessful, the Settling Parties and Mediator Rudy  
7 continued to work to try to reach a resolution.

8           53.     On March 3, 2017, Mediator Rudy made a mediator's proposal to settle the class claims  
9 for \$5,500,000.

10          54.     On March 10, 2017, after considering the strengths and weaknesses of the claims  
11 alleged in the Lawsuit and reviewing all necessary discovery, the Settling Parties reached an agreement  
12 in principle to settle the class claims for \$5,500,000, subject to Court approval.

13          55.     The Settling Parties subsequently negotiated this Settlement Agreement which will be  
14 submitted to the Court for preliminary and final approval.

15                               **III.   PRELIMINARY STATEMENT**

16          56.     After extensive discovery, analysis and deliberation, the Settling Parties are of the  
17 opinion that the settlement described in this Settlement Agreement is fair, reasonable and adequate.

18          57.     The Settling Parties and their Counsel recognize that, in the absence of an approved  
19 settlement, they would face a long litigation course, including extensive discovery, motions for class  
20 certification, motions for summary judgment, and trial and appellate proceedings that would consume  
21 time and resources, and present each of them with ongoing litigation risks and uncertainties. The  
22 Settling Parties wish to avoid these risks and uncertainties, as well as the consumption of time and  
23 resources, through settlement pursuant to the terms and conditions of this Settlement Agreement.

24          58.     While Plaintiff and the other Class Representatives believe the Lawsuit is meritorious,  
25 Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims  
26 alleged in the Lawsuit, and further deny that, for any purpose other than settling the Released Claims,  
27 the action is appropriate for class or other representative treatment.  
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1           59. Defendants and their counsel have conducted an investigation into the class allegations  
2 raised by the Plaintiff in the Lawsuit and evaluated the information and documents elicited through  
3 Defendants' investigation and produced by Plaintiff and has concluded that, despite Defendants' belief  
4 that they are not liable for any of the Released Claims asserted in the Lawsuit and that Defendants  
5 have good defenses to those claims, Defendants will enter into this Settlement to obtain the conclusive  
6 and complete dismissal of the Release Claims, and to avoid: (i) the further expense, inconvenience  
7 and burden of defending against the Released Claims; (ii) the distraction and diversion of their  
8 personnel and resources; and (iii) the risk and uncertainty of the outcome inherent in any litigation.  
9 Defendants are willing to enter into this Settlement as a means to resolve fully all Released Claims.

10           60. Class Counsel has investigated the class allegations and defenses in the Lawsuit,  
11 communicated with numerous Class Members, reviewed thousands of documents, and performed a  
12 thorough study of the law and facts relating to the claims asserted in the Lawsuit. Based upon their  
13 investigation and analysis, and taking into account the sharply contested issues, the expense and time  
14 necessary to pursue the action through further litigation and possible appeals, the risks of further  
15 prosecution of the class claims, the uncertainties of the complex litigation, and the substantial benefits  
16 to the Class Members, Class Counsel strongly believes that a settlement with Defendants on the terms  
17 set forth herein is fair, reasonable, adequate, and in the best interests of the Class.

18           61. Likewise, Plaintiff and the other Class Representatives have weighed the advantages  
19 and risks in prosecuting the class claims in the Lawsuit, considered the substantial benefits and prompt  
20 relief received by Class Members under the Settlement Agreement for Class Members, and concluded  
21 that the Settlement Agreement is in the best interests of the Class. Accordingly, on behalf of  
22 themselves and the Class, Plaintiff and other Class Representatives have agreed to settle the Released  
23 Claims on the terms set forth herein.

24           62. It is the intention of the Settling Parties that this Settlement Agreement shall constitute  
25 a full and complete settlement and release of the Released Claims for all Class Members who do not  
26 opt-out of the Settlement.  
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**IV. AMENDMENT OF THE COMPLAINT**

63. Defendants consent to the Plaintiff filing an amended complaint which adds a Cause of Action under PAGA based on the claims asserted in the First Amended Complaint, and consistent with the Initial PAGA Notice submitted to the California Labor and Workforce Development Agency on March 20, 2017 and Amended PAGA Claim Notice submitted on April 26, 2017. Defendants further consent to Class Representatives Austin Bonner, David Rabil, and Raymond Roberts being added as plaintiffs to the Lawsuit. Following execution of the Settlement Agreement, Class Counsel shall seek leave from the Court to file the Second Amended Complaint, attached hereto as **Exhibit B**.

**V. CERTIFICATION OF THE CLASS ACTION**

64. Solely for purposes of settling the Lawsuit, the Settling Parties conditionally stipulate and agree that the requisites for establishing class certification with respect to the Class have been and are met, and, therefore, for purposes of effectuating this Settlement Agreement, the Settling Parties stipulate to class certification.

65. Promptly upon execution of this Settlement Agreement, Class Counsel will move to certify the Class.

66. Nothing in this Settlement will be construed as an admission or acknowledgment of any kind of liability or that any class should be certified in this Lawsuit or in any other action or proceeding.

**VI. GROSS SETTLEMENT AMOUNT AND QUALIFIED SETTLEMENT FUND**

67. Defendants shall pay Five Million, Five Hundred Thousand Dollars and Zero Cents (\$5,500,000.00) (the “Gross Settlement Amount,” or “GSA”) to settle and satisfy the Released Claims. Other than the employer’s share of payroll taxes, which Defendants must pay in addition to the GSA, Defendants shall not be required to pay any amounts above the GSA under this Settlement.

68. No later than thirty (30) calendar days after the Final Approval Date, Defendants shall provide, via wire transfer, to the Settlement Administrator the full GSA sum plus the employer’s share of payroll taxes. The Settlement Administrator shall deposit this amount entirely into an FDIC insured account, and interest from such account, net of taxes and fees associated with investing such amount,

1 will become part of the settlement fund (“Qualified Settlement Fund” or “QSF”). The QSF is intended  
2 to be a qualified settlement fund, pursuant to Internal Revenue Code Section 468B and the Treasury  
3 Regulations promulgated thereunder.

4 69. Upon the opening of the Qualified Settlement Fund, Defendants shall execute an  
5 election statement provided by the Settlement Administrator which shall be affixed to the initial tax  
6 return of the QSF in order to establish the start date of the QSF. The QSF will be created, managed  
7 and disbursed by the Settlement Administrator under the supervision of Class Counsel and  
8 Defendants’ Counsel. The Settlement Administrator shall be the only entity authorized to make  
9 withdrawals or payments from the Qualified Settlement Fund Account.

## 10 **VII. MONETARY AWARDS TO CLASS MEMBERS**

11 70. The Net Settlement Amount (“NSA”) shall be calculated by deducting from the GSA  
12 (i) the LWDA Payment; (ii) Class Counsel’s attorneys’ fees and costs as approved by the Court; (iii)  
13 the Settlement Administrator’s costs and fees as approved by the Court; and (iv) Court-approved  
14 Service Awards.

### 15 **A. Net Settlement Amount Payments**

16 71. Payments to Class Members will be paid out of the NSA as set forth herein. (The  
17 payments described herein are referred to as “Net Settlement Amount Payments” or “NSA  
18 Payments.”) The NSA Payments shall be calculated pursuant to a point system as follows:

- 19 a) For each and every Settlement Workweek in which a Class Member worked,  
20 the Class Member will receive points equal to the applicable Straight Time  
21 Bill Rate. (For example, if a Class Member’s applicable Straight Time Bill  
22 Rate was \$29.65, she would get 29.65 points for one Settlement Workweek.)  
23 If the Straight Time Bill Rate for a Class Member changed during a  
24 Settlement Workweek, the rate in effect at the beginning of the Settlement  
25 Workweek will be used for that Settlement Workweek.
- 26 b) For each individual Class Member, the total number of points will be  
27 calculated.  
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- 1 c) The total number of points for all individual Class Members will be added  
2 together to obtain the “Class Point Total.”  
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4 d) Each individual Class Member’s total points will be divided by the Class  
5 Point Total to obtain the individual’s “Point Proportion.”  
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7 e) Each individual Qualified Class Member’s Point Proportion will be  
8 multiplied by the NSA to determine the Class Member's NSA Payment.

9 72. The Settlement Administrator shall mail all NSA Payments within ten (10) calendar  
10 days of the Effective Date. The face of each check sent to Class Members shall clearly state that the  
11 check must be cashed or deposited within six (6) months. All NSA Payments distributed by the  
12 Settlement Administrator must be accompanied by a cover letter stating words in bold to the effect  
13 that “the check must be cashed or deposited within six months or it will become void.”

14 73. Like with the Class Notice Process [*see infra* Section XIII(A)], if a check is returned  
15 to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to locate  
16 the Class Member’s correct address. If any Class Member's NSA Payment check is not cashed or  
17 deposited within four (4) months following mailing of said check, the Settlement Administrator will  
18 send the Class Member a letter or postcard informing him or her that unless the check is cashed or  
19 deposited within the remaining two months, it will expire and become non-negotiable, and offer to  
20 replace the check if it was lost or misplaced but not cashed.

21 **B. Uncashed Checks and Reallocation Payments**

22 74. If any Class Member fails to negotiate (i.e. cash or deposit) his/her NSA Payment  
23 within six (6) months following mailing of said check, the checks will be void (“NSA Payment Void  
24 Date”). Further, to the extent necessary, the Settlement Administrator may request a tax refund for the  
25 funds associated with any said check that is not timely negotiated.

26 75. Should a Class Member not negotiate his/her NSA Payment check within six (6)  
27 months of the original mailing of the checks, s/he will be deemed to have waived irrevocably any right  
28 or claim to a NSA Payment or Reallocation Payment (together referred to as the “Class Settlement

1 Payments”), but this Settlement Agreement, and the Release provisions contained herein, nevertheless  
2 will be binding upon him/her.

3 76. The funds associated with NSA Payments which were not timely negotiated  
4 (“Remaining Class Funds”) will be reallocated to Class Members who timely negotiated their NSA  
5 Payments (“Reallocation Class Members”).

6 77. The supplementary payment made to Reallocation Class Members (“Reallocation  
7 Payments”) shall be calculated as follows:

- 8 a) For each and every Settlement Workweek in which a Reallocation Class  
9 Member worked, the Reallocation Class Member will receive points equal to  
10 the applicable Straight Time Bill Rate. (If the Straight Time Bill Rate for a  
11 Reallocation Class Member changed during a Settlement Workweek, the rate  
12 in effect at the beginning of the Settlement Workweek will be used for that  
13 Settlement Workweek.)
- 14 b) For each individual Reallocation Class Member, the total number of points  
15 will be calculated.
- 16 c) The total number of points for all individual Reallocation Class Members will  
17 be added together to obtain the “Reallocation Class Point Total.”
- 18 d) Each individual Reallocation Class Member’s total points will be divided by  
19 the Reallocation Class Point Total to obtain the individual’s “Reallocation  
20 Point Proportion.”
- 21 e) Each individual Reallocation Class Member’s Reallocation Point Proportion  
22 will be multiplied by the Remaining Class Funds to determine the Class  
23 Member’s Reallocation Payment.

24 78. Like with the Class Notice Process [*see infra* Section XIII(A)], if a check is returned  
25 to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to locate  
26 the Reallocation Class Member’s correct address. If any Reallocation Class Member’s Reallocation  
27 Payment check is not negotiated within four (4) months following mailing of said check, the  
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1 Settlement Administrator will send the Reallocation Class Member a letter or postcard informing him  
2 or her that unless the check is cashed or deposited within the remaining two months, it will expire and  
3 become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

4 79. The Settlement Administrator shall mail all Reallocation Payments within thirty (30)  
5 calendar days of the NSA Payment Void Date, unless a tax refund is requested pursuant to Paragraph  
6 74, in which case the Reallocation Payments shall be mailed within thirty (30) calendar days of the  
7 recovery of tax refund.

8 80. The face of each check for Reallocation Payments shall clearly state that the check must  
9 be cashed or deposited within six (6) months. All Reallocation Payments distributed by the Settlement  
10 Administrator must be accompanied by a cover letter stating words in bold to the effect that “the check  
11 must be cashed or deposited within six months or it will become void.”

12 81. If any Reallocation Class Member fails to negotiate (i.e. cash or deposit) his/her  
13 Reallocation Payment within six (6) months following distribution of said check, the checks will be  
14 void (“Reallocation Payment Void Date”). Further, to the extent necessary, the Settlement  
15 Administrator may request a tax refund for the funds associated with any check that is not timely  
16 negotiated.

17 82. Should a Reallocation Class Member not negotiate his/her NSA Payment check within  
18 six (6) months of the original mailing of the checks, s/he will be deemed to have waived irrevocably  
19 any right or claim to the Reallocation Payment, but this Settlement Agreement, and the Release  
20 provisions contained herein, nevertheless will be binding upon him/her.

21 **C. Dispute Mechanism**

22 83. If a Class Member wishes to dispute the information on the Notice, including the dates  
23 s/he worked as a Contract Recruiter during the Damages Period, the Class Member may so notify the  
24 Settlement Administrator and must produce supporting evidence to the Settlement Administrator of  
25 the dates the Class Member contends s/he worked in a Class Position. Any such dispute and  
26 accompanying documentation must be submitted in writing no later than one hundred (100) calendar  
27 days after the Preliminary Approval Date. Google and Class Counsel will review their records and  
28

1 provide information to the Settlement Administrator in response to any such disputed claims. Parties'  
2 Counsel will cooperate in attempting to informally agree upon and resolve any such disputes.  
3 Defendants' records will be presumed determinative, but the Settlement Administrator will evaluate  
4 the evidence submitted by the Class Member and make the decision as to which dates should be  
5 applied.

6 84. The dispute-resolution procedure described in the preceding paragraph will also apply  
7 in cases, if any, where a person believes that s/he was mistakenly excluded from the list of Class  
8 Members.

9 **D. Tax Treatment of Class Settlement Payments**

10 85. The Settling Parties have determined that Fifty percent (50%) of the Class Settlement  
11 Payments will be treated as back wages, subject to IRS Form W-2 reporting and, therefore, normal  
12 payroll taxes and withholdings will be deducted pursuant to state and federal law. Contingent upon a  
13 Class Member negotiating his/her Class Settlement Payment(s), the payment(s) representing back  
14 wages shall be reported to the appropriate tax authorities and the Class Member on IRS W-2 forms.  
15 Fifty percent (50%) of the Class Settlement Payments will be treated as interest and penalties sought  
16 in the Lawsuit. Contingent upon a Class Member negotiating his/her Class Settlement Payment(s), the  
17 payment(s) representing interest and penalties shall be reported to the appropriate tax authorities and  
18 the Class Member on IRS 1099 forms. Aside from the employer portion of payroll taxes, Class  
19 Members are responsible for the appropriate payment of any federal, state and/or local income or  
20 payroll taxes on the Class Settlement Payments they receive. Class Counsel and Defendants' Counsel  
21 do not intend this Settlement Agreement to constitute legal or tax advice regarding any federal, state  
22 or local tax issue. To the extent that this Settlement Agreement, or any of its attachments, is interpreted  
23 to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended  
24 or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability  
25 or penalties. The tax issues for each Class Member are unique to him/her, and each Class Member is  
26 advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting  
27 from this settlement.  
28

1           86.     The Settlement Administrator will make appropriate deductions for the payment of  
2 employee payroll taxes and deductions authorized or required by applicable law from the portion of  
3 the Class Settlement Payments treated as back wages. The Settlement Administrator will timely remit  
4 withheld employee payroll taxes to the appropriate government taxing authorities.

5           87.     The Settlement Administrator will also calculate the employer payroll taxes due for the  
6 portion of the Class Settlement Payments treated as back wages and will effectuate payment of these  
7 taxes to the appropriate tax agencies from the funds deposited by Defendants for this purpose in the  
8 QSF. To the extent the Settlement Administrator estimates and Defendants pay a payroll tax amount  
9 that is greater than the amount owed to taxing authorities, the balance of this payment will be refunded  
10 to Defendants. To the extent the Settlement Administrator initially estimates and Defendants pay an  
11 insufficient amount to cover the employer's share of all payroll taxes actually due, Defendants will  
12 pay the additional amount of payroll tax required within fifteen (15) calendar days of a request for  
13 payment by the Settlement Administrator.

14     **E.     Class Settlement Payments Do Not Trigger Additional Benefits**

15           88.     It is expressly understood and agreed that the receipt of the Class Settlement Payments  
16 will not entitle any Class Member to additional compensation or benefits under any company bonus,  
17 contest, commission, or other compensation or benefit plan or agreement in place during the period  
18 covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k)  
19 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that  
20 the Class Settlement Payments provided for in this Settlement Agreement are the sole payments to be  
21 made to the Class Members, and that the Class Members are not entitled to any new or additional  
22 compensation or benefits as a result of having received the NSA Payments (notwithstanding any  
23 contrary language or agreement in any benefit or compensation plan document that might have been  
24 in effect during the period covered by this Settlement).

25                     **VIII.    LWDA PAYMENT**

26           89.     One Hundred Thousand Dollars (\$100,000.00) of the GSA is allocated to the resolution  
27 of PAGA claims asserted in the Second Amended Complaint (the "PAGA Settlement Amount").  
28

1 Pursuant to PAGA, the LWDA Payment is 75% of the PAGA Settlement Amount, i.e. Seventy  
2 Thousand Dollars (\$75,000.00), and subject to Court approval, will be paid to the California Labor  
3 and Workforce Development Agency. The remainder of the PAGA Settlement Amount is included in  
4 the NSA.

#### 5 **IX. SERVICE AWARDS**

6 90. Subject to final approval and/or modification by the Court, the Settlement  
7 Administrator will pay \$40,000.00 from the GSA towards Service Awards. Prior to Final Approval,  
8 Class Counsel will submit paperwork in support of these Service Awards. Defendants do not (and will  
9 not) oppose these Service Awards.

10 91. Based upon their significant time and effort expended, enormous benefit provided to  
11 the Class, and the tangible risks in coming forward and prosecuting the Lawsuit, Class Counsel will  
12 apply for a Service Award of Twenty-Five Thousand Dollars and no cents (\$25,000.00) for Plaintiff  
13 Ha and Service Awards of Five Thousand Dollars and no cents (\$5,000.00) for each of the other Class  
14 Representatives (Austin Bonner, David Rabil, and Raymond Roberts).

15 92. The Service Awards are in addition to the NSA Payment to which the Class  
16 Representatives are entitled pursuant to this Settlement Agreement.

17 93. The Service Award payments will be deemed non-wage income, and contingent upon  
18 a Class Representative negotiating his/her Service Award, the payment shall be reported to the  
19 appropriate tax authorities and the Class Representative on an IRS Form 1099. Class Representatives  
20 will be responsible for any individual tax liability, penalties, and interest arising from the allocation  
21 of the Service Awards. Class Counsel and Defendants' Counsel do not intend this Settlement  
22 Agreement to constitute legal or tax advice regarding any federal, state or local tax issue. To the extent  
23 that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice  
24 regarding any federal, state or local tax issue, such advice is not intended or written to be used, and  
25 cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The tax issues  
26 for each Class Representative are unique to him and her, and each Class Representative is advised to  
27  
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1 obtain tax advice from his/her own tax advisor with respect to any payments resulting from this  
2 Settlement.

3 94. The Settlement Administrator will pay Court-approved Service Awards within ten (10)  
4 calendar days of the Effective Date. The face of each Service Award check shall clearly state that the  
5 check must be cashed or deposited within six (6) months. All payments distributed by the Settlement  
6 Administrator must be accompanied by a cover letter stating words in bold to the effect that “the check  
7 must be cashed or deposited within six months or it will become void.”

8 95. The Class Representatives’ application for Service Awards is to be considered  
9 separately from the Court’s consideration of the fairness, reasonableness, adequacy, and good faith of  
10 the settlement of the Lawsuit. Any reduction by the Court in the Service Awards will not be a basis  
11 for rendering the entire Settlement Agreement voidable or unenforceable. If the Court awards less than  
12 the amount requested for the Service Awards, the remainder will become part of the NSA.

13 **X. ATTORNEYS’ FEES AND EXPENSES**

14 96. Class Counsel will apply to the Court for an award of attorneys’ fees to be paid from  
15 the GSA, which include fees incurred in the investigation, litigation, and settlement -- including  
16 seeking Court approval of the Settlement Agreement and administering the Settlement -- of this matter.  
17 Defendants do not (and will not) oppose an award of attorneys’ fees for Class Counsel not exceeding  
18 33 1/3% of the GSA.

19 97. A total gross amount, up to a maximum of \$1,833,333.00 (33 1/3% of the GSA), in a  
20 specific amount to be determined by the Court, shall be awarded from the GSA to pay Class Counsel’s  
21 attorneys’ fees.

22 98. Class Counsel will also seek reimbursement of reasonable expenses incurred by Class  
23 Counsel in connection with the Lawsuit, not exceeding \$50,000.00. Defendants do not oppose the  
24 award of Class Counsel’s reasonable expenses. Subject to Court approval, the expenses shall be paid  
25 from the GSA.  
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99. The Attorneys' Fees and Costs Award shall be reported to the appropriate tax authorities and Class Counsel via an IRS Form 1099 as non-employee income to Class Counsel. Class Counsel shall provide the Settlement Administrator with their taxpayer identification numbers and a Form W-9.

100. Class Counsel's application for attorneys' fees is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Lawsuit. Any reduction by the Court in the attorneys' fees and costs awarded to Class Counsel will not be a basis for rendering the entire Settlement Agreement voidable or unenforceable. If the Court awards less than the amount requested for the Attorneys' Fees and Costs Award, the remainder will become part of the NSA.

## XI. CY PRES BENEFICIARY

101. No later than thirty (30) days after the Reallocation Payment Void Date, Class Counsel shall report to the Court the total amount that was paid to the Class Members and the extent of any remaining amounts in the QSF (“Final Report”). Pursuant to CCP 384, Class Counsel shall request that any remaining amounts in the QSF be paid to the Legal Aid at Work (formerly Legal Aid Society-Employment Law Center) as a *cy pres* beneficiary. Defendants do not (and will not) oppose such request.

## **XII. SETTLEMENT ADMINISTRATION AND COSTS**

102. No later than five (5) business days after the Preliminary Approval Date, Class Counsel shall retain the Settlement Administrator.

103. The Settlement Administrator will be responsible for locating Class Members through all reasonable efforts; mailing the Notice to Class Members in accordance with the Court's Preliminary Approval Order; responding to Class Member inquiries; addressing any disputes relating to Class Members' dates worked and Class Settlement Payments; addressing any disputes relating to whether any individual was mistakenly excluded from the list of Class Members; overseeing the Settlement Fund; preparing a declaration regarding its due diligence in the Settlement administration process; calculating the Class Settlement Payments (with the assistance and input of the Settling Parties); distributing the Class Settlement Payments to Class Members; distributing Service Awards;

1 distributing Class Counsel fees and costs; providing Class Counsel with information sufficient for the  
2 Final Report; providing the Class Counsel with any information related to the administration of the  
3 settlement upon request; and performing such other duties as the Court or the Settling Parties may  
4 jointly direct or as are specified herein.

5 104. The Settlement Administrator will provide regular reports to the Parties' Counsel  
6 regarding the status of the mailing of the Notices to Class Members and distribution of Class  
7 Settlement Payments.

8 105. The Settling Parties agree to cooperate with the Settlement Administrator, provide  
9 accurate information necessary to calculate the Class Settlement Payments, and assist the Settlement  
10 Administrator in locating Class Members.

11 106. Class Counsel will also apply to the Court for payment from the GSA for the Settlement  
12 Administrator's fees and costs, which shall not exceed \$20,000. Defendants do not (and will not)  
13 oppose such application. The outcome of any proceeding related to Class Counsel's application for  
14 the Settlement Administrator's Costs shall not terminate this Agreement or otherwise affect the  
15 Court's ruling on the motion for judgment and final approval of the Settlement. If the Court awards  
16 less than the amount requested for the Settlement Administrator's fees and costs, the remainder will  
17 become part of the NSA.

18 **XIII. CLASS NOTICE, OBJECTIONS AND EXCLUSIONS**

19 107. Within twenty (20) calendar days of the Preliminary Approval Date, Defendants shall  
20 work with Class Counsel to provide the Settlement Administrator a list of all Class Members,  
21 including the following information for each Contract Recruiter: (1) name, (2) Person ID, (3) social  
22 security number, (4) Contract Recruiter job title, (5) last known address, (6) last known telephone  
23 number(s), (7) last known personal email address(es), and (8) Fieldglass data (including weeks  
24 worked, days worked and Straight Time Bill Rate) for the Damages Period. A copy of Class Members'  
25 (1) name, (2) Person ID, (3) Contract Recruiter job title, and (4) Fieldglass data will also be provided  
26 to Class Counsel for purposes of administering this Settlement Agreement.  
27  
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1       **A. Distribution of Notice**

2           108. No later than forty (40) calendar days after the Preliminary Approval Date, the  
3 Settlement Administrator shall mail the Notice in substantively the form attached hereto as **Exhibit**  
4 **A**, and as approved by the Court, to Class Members, by United States first class mail, postage prepaid.

5           109. The Settling Parties intend to provide actual notice to each Class Member, to the extent  
6 practicable. The mailing of the Notices described herein shall be deemed sufficient notice under the  
7 law.

8           110. In order to provide the best notice practicable, the Settlement Administrator will run  
9 the list of all Class Members through the United States Postal Service's National Change of Address  
10 database ("NCOA") before mailing the Notice.

11           111. If an envelope from the mailing of the Notice is returned with forwarding addresses,  
12 the Settlement Administrator will re-mail the Notice to the new address within three (3) business days.

13           112. In the event that a Notice is returned to the Settlement Administrator by the United  
14 States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked  
15 "Return to Sender," the Settlement Administrator shall perform an appropriate, customary and lawful  
16 database search in an effort to ascertain the current address of the particular Class Member in question  
17 (a "skip trace") and, if such an address is ascertained, the Settlement Administrator will re-send the  
18 Notice within three (3) business days of receiving the newly ascertained address.

19           113. With respect to envelopes marked "Return to Sender," the Settlement Administrator  
20 may also call any identified last-known telephone numbers (and telephone numbers updated through  
21 public and proprietary databases) and/or email any last known personal email address for Class  
22 Members to obtain their current addresses and/or seek the assistance of Class Counsel.

23           114. If despite the Settlement Administrator's reasonable efforts, no updated address is  
24 obtained, the Notice shall be sent again to the Class Member's last known address.

25           115. The Settlement Administrator shall resend the Notice to any Class Member who  
26 contacts the Settlement Administrator or Class Counsel and requests that a Notice be re-sent.  
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1           116. Any subsequent mailings of a Notice following the original distribution of the Notice  
2 as a result of a returned Notice or a Class Member request shall not alter the deadlines to object or opt-  
3 out of the Settlement Agreement.

4           117. The Settling Parties and the Settlement Administrator agree to cooperate in the  
5 settlement administration process and to make all reasonable efforts to control and minimize the costs  
6 and expenses incurred in the administration of the Settlement Agreement.

7       **B. Exclusion Requests**

8           118. Class Members may exclude themselves (or “opt-out”) of the Settlement Agreement  
9 by mailing to the Settlement Administrator a signed, written request for exclusion (an “Exclusion  
10 Request”), post-marked not more than one hundred (100) calendar days after the Preliminary Approval  
11 Date (the “Opt-out Deadline”).

12           119. To be valid, an Exclusion Request must clearly identify the Class Member’s name and  
13 address and be personally signed by the Class Member who seeks to opt-out. Further, the Exclusion  
14 Request must also clearly express the Class Member’s intent to be excluded from the settlement in  
15 this Lawsuit.

16           120. Exclusion Requests that are not signed, do not clearly identify the Class Member’s  
17 name, address, and/or intent to be excluded from the settlement in this Lawsuit, or that are not  
18 submitted on a timely basis shall be deemed null, void, and ineffective, and the Settlement  
19 Administrator shall send the Settlement Class Member who submits such a null, void, and ineffective  
20 Exclusion Request a written explanation of the inefficiencies. A Class Member who submitted a null,  
21 void, and ineffective Exclusion Request may cure the inefficiencies, provided s/he submits a valid  
22 Exclusion Request by the Opt-out Deadline.

23           121. Upon receipt of an Exclusion Request, the Settlement Administrator will stamp a  
24 received date on the original Exclusion Request, retain the original envelope, and shall serve copies  
25 of both the Exclusion Request and envelope it came in on Class Counsel and Defendants’ Counsel no  
26 later than three (3) business days after receipt thereof.

1           122. A Class Member who submits a valid and timely Exclusion Request shall be permitted  
2 to rescind by submitting a signed statement withdrawing the Exclusion Request to Class Counsel –  
3 who shall provide a copy to Defendants’ Counsel – so as to be actually received not later than five (5)  
4 business days prior to the Court’s Final Approval Hearing or as otherwise ordered by the Court.

5           123. Class Members who submit valid and timely Exclusion Requests, which they do not  
6 rescind, will not (i) be eligible to receive any Class Settlement Payment or other benefit under this  
7 Settlement Agreement, (ii) otherwise participate under the Settlement Agreement, or (iii) be bound by  
8 the terms of the Settlement Agreement or the final judgment on this Settlement.

9           124. If a total of five percent (5%) or more of Class Members submit valid, timely, and  
10 unrescinded Exclusion Requests, Google shall have the absolute right, in its sole discretion and  
11 notwithstanding any other provisions of this Settlement Agreement, but subject to all the provisions  
12 and time limits of this Section, to withdraw in writing from this Settlement Agreement by giving  
13 written notice to Class Counsel, Counsel for UrpanTech, and the Court.

14           125. If Google does withdraw in conformity with the provisions and time limits of this  
15 Section, the Settlement Agreement will be null and void for all purposes and may not be used or  
16 introduced in further litigation except to determine whether Google is entitled to withdraw from the  
17 Settlement Agreement and has validly done so. Any expenses incurred by the Settlement  
18 Administrator prior to or in connection with this revocation shall be borne by Google.

19           126. Google shall have twenty (20) calendar days after the Opt-out Deadline to withdraw  
20 from this Agreement on the basis that a total of five percent (5%) or more of Proposed Class Members  
21 have submitted valid and timely requests for exclusion.

22 **C. Objections**

23           127. Class Members may object to the Settlement Agreement by mailing to the Settlement  
24 Administrator a detailed written description of the basis of the objection (an “Objection”), post-marked  
25 not more than one hundred (100) calendar days after the Preliminary Approval Date. Class Members  
26 who fail to make timely objections in the manner specified herein shall be deemed to have waived any  
27 Objections and shall be foreclosed from making any Objection to the Settlement Agreement. Any  
28

1 Class Member who has submitted a valid, timely and unrescinded Exclusion Request may not submit  
2 Objections to the Settlement.

3 128. No Class Member (or his/her agent) may appear at the Final Approval Hearing for the  
4 purpose of objecting to the Settlement Agreement without first having timely served his/her  
5 objection(s) in writing pursuant to the preceding paragraph. Any lawyer representing a Proposed Class  
6 Member for the purpose of making Objections must also file a Notice of Appearance with the Court  
7 by the objection deadline and must also serve copies by mail to Counsel for the Parties.

8 129. Upon receipt of an Objection, the Settlement Administrator will stamp a received date  
9 on the written objection, retain the original envelope, and shall serve copies of both the Objection and  
10 envelope it came in on Class Counsel and Defendants' Counsel no later than three (3) business days  
11 after receipt thereof.

12 130. A Class Member who submits a timely Objection shall be permitted to rescind it by  
13 submitting a signed statement withdrawing the Objection to Class Counsel – who shall provide a copy  
14 to Defendants' Counsel – so as to be received no later than five (5) business days prior to the Court's  
15 Final Approval Hearing, or as otherwise ordered by the Court.

16 **D. Summary Reports and Settlement Administrator's Certification**

17 131. After issuing Notice, the Settlement Administrator shall provide weekly summary  
18 reports to Class Counsel and Defendants' Counsel identifying the names of Class Members whose  
19 mailings have been returned as undeliverable and the names of any Class Members who have  
20 submitted Exclusion Requests or Objections.

21 132. No later than one hundred and fifteen (115) calendar days after the Preliminary  
22 Approval Date (i.e. 15 days after the Opt-out Deadline), the Settlement Administrator shall provide to  
23 the Parties' Counsel a declaration detailing the completed Class Notice process performed in  
24 accordance with the Settlement and the Preliminary Approval Order and certifying due diligence  
25 ("Settlement Administrator's Certification"). The Settlement Administrator's Certification shall also  
26 include a statement detailing the Settlement Administrator's costs of administration.  
27  
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1           133. The Settlement Administrator shall also attach copies of all unrescinded Exclusion  
2 Requests and unrescinded Objections received, which shall be organized together as separate exhibits  
3 to the Settlement Administrator's Certification. The Settlement Administrator will retain the stamped  
4 originals of all Exclusion Requests it files until such time as the Settlement Administrator is relieved  
5 of its duties and responsibilities under this Agreement.

6           134. At least seven (7) days prior to the Final Approval Hearing, Class Counsel shall file the  
7 Settlement Administrator's Certification with the Court.

8                           **XIV. RELEASES BY CLASS MEMBERS**

9           135. Upon the Effective Date, each Class Member will release the Released Parties from the  
10 Released Claims.

11           136. Class Members are not releasing any claims under this Settlement other than the  
12 Released Claims.

13           137. Specifically Identified Unreleased Claims: The Released Claims do not include claims  
14 for retaliation or wrongful discharge, and Plaintiff Ha does not release her individual claims against  
15 Defendants pursuant to Labor Code § 1102.5 and California public policy. Class Members do not  
16 release claims against the Released Parties which are unrelated to work performed as Contract  
17 Recruiters at Google during the Damages Period. This release does not include or cover any actions  
18 or omissions occurring after the Preliminary Approval Date.

19           138. As previously set forth, Class Members who submit valid, timely and unrescinded  
20 Exclusions Requests (i.e. opt-out), do not release any claims under this Settlement Agreement.

21                           **XV. APPLICATION FOR PRELIMINARY APPROVAL ORDER**

22           139. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to  
23 the Court for the entry of an order(s):

- 24                           a) Preliminarily approving the Settlement terms as fair, reasonable and  
25                               adequate;  
26                           b) Certifying the Class for settlement-purposes;  
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- 1 c) Appointing Sanford Heisler Sharp, LLP and Gates, O'Doherty, Gonter & Guy  
2 LLP as Class Counsel;
- 3 d) Appointing Tymuoi Ha, Austin Bonner, David Rabil, and Raymond Roberts  
4 as Class Representatives of the Class;
- 5 e) Appointing RG/2 Claims Administration LLC as the Settlement  
6 Administrator;
- 7 f) Approving as to form and content the proposed Notice;
- 8 g) Approving the establishment of a qualified settlement fund, pursuant to  
9 Internal Revenue Code Section 468B and the Treasury Regulations  
10 promulgated thereunder;
- 11 h) Directing the mailing of the Notice by first class mail to the Class;
- 12 i) A deadline of twenty (20) calendar days after the Preliminary Approval Date,  
13 for Google to provide the Settlement Administrator a list of all Class  
14 Members, including the following information for each Contract Recruiter:  
15 (1) name, (2) Person ID, (3) social security number, (4) Contract Recruiter  
16 job title, (5) last known address, (6) last known telephone number(s), (7) last  
17 known personal email address(es), and (8) Fieldglass data (including weeks  
18 worked, days worked and Straight Time Bill Rate) for the Damages Period;
- 19 j) A deadline of twenty (20) calendar days after the Preliminary Approval Date  
20 for Google to provide to Class Counsel a list of all Class Members, including  
21 the following information for each Contract Recruiter: (1) name, (2) Person  
22 ID, (3) Contract Recruiter job title, and (4) Fieldglass data (including weeks  
23 worked, days worked and Straight Time Bill Rate) for the Damages Period;
- 24 k) A deadline of forty (40) calendar days after the Preliminary Approval Date  
25 for the Settlement Administrator to mail the Notice to the Class Members via  
26 first class mail;
- 27  
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- 1 l) A deadline of one hundred (100) calendar days after the Preliminary Approval  
2 Date for Class Members to opt-out of, or exclude themselves from the  
3 Settlement Agreement;  
4 m) A deadline of one hundred (100) calendar days after the Preliminary Approval  
5 Date for Class Members to object to the Settlement Agreement; and  
6 n) Scheduling the Final Approval Hearing as soon as practicable on the question  
7 of whether the proposed Settlement Agreement should be finally approved as  
8 fair, reasonable and adequate as to the members of the Class.  
9

10 140. In moving for the entry of the Preliminary Approval Order, Class Counsel will submit  
11 to the Court for its approval this Settlement Agreement and attachments, and supporting papers, which  
12 shall describe the terms of this Settlement Agreement and will include proposed forms of all notices  
13 and other documents as attached hereto necessary to implement the Settlement Agreement.

14 **XVI. APPLICATION FOR FINAL APPROVAL ORDER**

15 141. Following Preliminary Approval of the Settlement, as provided for in this Settlement  
16 Agreement, but prior to the Final Approval Hearing, the Class Counsel will submit a proposed Final  
17 Approval Order:

- 18 a) Granting final approval to the Settlement Agreement, adjudging the terms  
19 thereof to be fair, reasonable and adequate, and directing consummation of its  
20 terms and provisions;  
21 b) Granting final certification of the Class for settlement purposes;  
22 c) Approving the Service Awards in accordance with this Settlement  
23 Agreement, unless otherwise directed by the Court;  
24 d) Approving Class Counsel's application for an award of attorneys' fees in  
25 accordance with this Settlement Agreement, unless otherwise directed by the  
26 Court; and  
27  
28

- 1 e) Dismissing the Released Claims with prejudice and permanently barring all  
2 members of the Class, including the Class Representatives, from prosecuting  
3 against any Released Parties any of the Released Claims.  
4

5 142. In moving for the entry of the Final Approval Order, Class Counsel will submit to the  
6 Court for its Final Approval this Settlement Agreement and papers supporting the Court's approval of  
7 the Final Approval Order.

8 143. Not later than five (5) business days before the Final Approval Hearing, Class Counsel  
9 may file supplemental briefing in support of their motion for Final Approval of the Settlement, the  
10 LWDA Payment, the payment of the Settlement Administrator's reasonable fees and expenses, the  
11 requested Service Awards and/or Class Counsel's request for attorneys' fees and expenses.

12 **XVII. EFFECT OF NON-APPROVAL OF SETTLEMENT AGREEMENT**

13 144. In the event this Settlement Agreement is not approved by the Court, fails to become  
14 effective, or is reversed, withdrawn or modified by the Court or an appellate court:

- 15 a) The Settling Parties agree to continue to negotiate in good faith to reach an  
16 agreement with terms that are acceptable to the Parties and the Court;  
17 b) If the Settling Parties are unable to reach an agreement with terms that are  
18 acceptable to the Settling Parties and the Court, Plaintiffs may seek  
19 reconsideration or appellate review of the applicable decision denying judicial  
20 approval;  
21 c) In the event the Settling Parties are unable to reach an agreement with terms  
22 that are acceptable to the Settling Parties and the Court, or any reconsideration  
23 and/or appellate review is sought and thereafter denied, the Settling Parties  
24 shall have no further rights or obligations under this Settlement Agreement,  
25 and:  
26 i) This Settlement shall have no force or effect;  
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- 1                   ii)     This Settlement shall not be admissible in any judicial, administrative  
2                             or arbitral proceeding for any purpose or with respect to any issue,  
3                             substantive or procedural;
- 4                   iii)    To the extent the Court preliminarily certified the Class, the  
5                             certification shall automatically be null and void and the fact of it shall  
6                             not be admissible in any judicial, administrative or arbitral proceeding  
7                             for any purpose or with respect to any issue, substantive or procedural;
- 8                   iv)    None of the Settling Parties will be deemed to have waived any  
9                             claims, objections, defenses or arguments with respect to the issue of  
10                            class action certification, maintenance of the Lawsuit as a class action,  
11                            or the merits of the Lawsuit;
- 12                  v)     If Class Notice was previously distributed, a notice will be provided  
13                             to Class Members that the Agreement did not receive Final Approval  
14                             and that, as a result, no payments will be made to Class Members  
15                             under the Agreement. Such notice shall be mailed by the Settlement  
16                             Administrator via First Class United States Mail, postage prepaid, to  
17                             the last address used in mailing the Class Notice;
- 18                  vi)    Except pursuant to Paragraph 125 above, the Settling Parties shall  
19                             jointly bear all expenses incurred by the Settlement Administrator;  
20                             and
- 21                  vii)   If the Defendants have funded the QSF, the Settlement Administrator  
22                             will return the entire Qualified Settlement Fund to Google within five  
23                             (5) business days of notification. In such a situation, Google shall be  
24                             responsible for returning to UrpanTech its share of the QSF.

25                                   **XVIII.   MUTUAL FULL COOPERATION**

26                   145.    The Settling Parties agree to fully cooperate with each other to accomplish the terms of  
27                   this Settlement Agreement, including but not limited to, execution of such documents and taking such  
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1 other action as reasonably may be necessary to implement the terms of this Agreement. The Settling  
2 Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other  
3 efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement  
4 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement  
5 Agreement, Class Counsel shall, with the assistance and cooperation of Defendants, take all necessary  
6 steps to secure the Court's approval of this Settlement Agreement.

7 146. Defendants fully support this Settlement Agreement and may communicate as such to  
8 Class Members. Defendants will not discourage Class Members from participating in this Settlement.  
9

### 10 **XIX. NO ADMISSION**

11 147. By entering into this Settlement Agreement, Defendants in no way admit any violation  
12 of law or any liability whatsoever to the Class Representatives and/or the Class, individually or  
13 collectively, all such liability being expressly denied. Likewise, by entering into this Settlement  
14 Agreement, Defendants in no way admit to the suitability of this case for class action litigation other  
15 than for purposes of settlement. Rather, Defendants enter into this Agreement to avoid further  
16 protracted class litigation and to resolve and settle the Released Claims with the Class Representatives  
17 and the Class. Settlement of the Released Claims, negotiation and execution of this Settlement  
18 Agreement and all acts performed or documents executed pursuant to or in furtherance of this  
19 Agreement: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence  
20 of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations  
21 in any and all complaints, amended complaints, or other papers filed in the Lawsuit; (b) are not, shall  
22 not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part  
23 of Defendants in any civil, criminal, administrative or arbitral proceeding; and (c) are not, shall not be  
24 deemed to be, and may not be used as an admission or evidence of the appropriateness of these or  
25 similar claims for class certification. The Settling Parties understand and agree that this Settlement  
26 Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except  
27 an action or proceeding to approve, interpret or enforce the terms of the Settlement Agreement.  
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**XX. COMMUNICATION WITH THE PRESS**

148. The Settling Parties, Class Counsel, and Defendants' Counsel agree that they will not hold press conferences or communicate with members of the press about the terms of this Settlement Agreement, except through statements the content of which have been exchanged, reviewed and mutually agreed upon by the Settling Parties following the execution of this Agreement. Such agreement shall be reasonably provided by the Settling Party whose agreement is sought by the other Settling Party.

**XXI. NOTICES**

149. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

*To Plaintiff and the other Class Representatives:*

SANFORD HEISLER SHARP, LLP  
Michael D. Palmer  
1350 Avenue of the Americas, 31<sup>st</sup> Floor  
New York, NY 10019

*To Defendant Google:*

GRUBE BROWN & GEIDT LLP  
Thomas E. Geidt  
Katherine C. Huibonhoa  
601 Montgomery Street, Suite 1150  
San Francisco, CA 94111

*To Defendant UrpanTech:*

OWENS LAW FIRM  
Marquis D. Owens  
905 W. Tennyson Road  
Hayward, CA 94544

**XXII. INTERPRETATION AND ENFORCEMENT**

150. Each term of this Settlement Agreement is contractual and not merely a recital.

1       **A.     Entire Agreement**

2             151.   This Settlement Agreement constitutes the entire agreement between the Settling  
3 Parties with regard to the subject matter contained herein, and all prior and contemporaneous  
4 negotiations and understandings between the Settling Parties shall be deemed merged into this  
5 Agreement.

6       **B.     Arm's-Length Transaction**

7             152.   The Settling Parties agree the terms and conditions of this Settlement Agreement are  
8 the result of lengthy, intensive, arm's-length negotiations, and this Agreement shall not be construed  
9 in favor of or against any Settling Party by reason of the extent to which any Settling Party or his, her  
10 or its counsel participated in the drafting of this Settlement Agreement.

11       **C.     Captions**

12             153.   The captions or headings of the sections and paragraphs of this Settlement Agreement  
13 have been inserted for convenience of reference only and shall have no effect upon the construction  
14 or interpretation of any part of this Agreement.

15       **D.     Modification of Agreement**

16             154.   No modification, amendment, or waiver of the terms of this Settlement Agreement shall  
17 be valid or binding unless in writing, signed by or on behalf of all Settling Parties, and approved by  
18 the Court. Any failure by a Settling Party to insist upon the strict performance by another Settling  
19 Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future  
20 performance of the same provisions or of any of the other provisions of this Agreement, and such  
21 Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific  
22 performance of any and all of the provisions of this Settlement Agreement.

23       **E.     Binding Effect**

24             155.   This Settlement Agreement shall be binding upon and inure to the benefit of the Settling  
25 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.  
26  
27  
28

1 **F. Governing Law**

2 156. All questions with respect to the construction of this Settlement Agreement and the  
3 rights and liabilities of the Settling Parties shall be governed by California State law without regard to  
4 choice of law principles, except to the extent that the law of the United States governs any matter set  
5 forth herein, in which case such federal law shall govern.

6 **G. Exhibits Incorporated**

7 157. All exhibits attached hereto are incorporated by reference as if fully set forth herein.

8 **H. Severability**

9 158. Following the entry of the Final Approval Order, if any provision of this Settlement  
10 Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable,  
11 the remaining portions of this Agreement will remain in full force and effect.

12 **I. Continuing Jurisdiction**

13 159. The Court shall retain jurisdiction over the interpretation and implementation of this  
14 Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation,  
15 implementation, or enforcement of this Settlement Agreement.

16 **J. Voluntary and Knowing Agreement**

17 160. Each of the Settling Parties covenants that he, she or it has not entered into this  
18 Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent  
19 specifically provided herein. Each of the Settling Parties further covenants that the consideration  
20 recited herein is the only consideration for entering into this Agreement and that no promises or  
21 representations of another or further consideration has been made by any person.

22 **K. Signatories to the Agreement**

23 161. The signatories hereby represent that they are fully authorized to enter into this  
24 Settlement Agreement and to bind the Settling Parties and the Class Members to the terms and  
25 conditions hereof.  
26  
27  
28

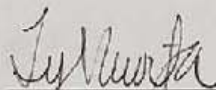
1 162. The Plaintiff and other Class Representatives represent and warrant that they have not  
2 assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any  
3 portion thereof or interest

4 163. It is agreed that because the number of Class Members is so numerous, it is impossible  
5 or impractical to have each Class Member execute this Settlement Agreement and as a result, Class  
6 Counsel and the Class Representatives may sign on their behalf. The Class Notice will advise all Class  
7 Members of the binding nature of the release, and the release shall have the same force and effect as  
8 if this Settlement Agreement were executed by each Class Member.

9 **L. Execution of Agreement**

10 164. This Settlement Agreement may be executed in counterparts with signatures  
11 transmitted by facsimile or electronic mail. When each Settling Party has signed and delivered at least  
12 one such counterpart, each counterpart shall be deemed an original, and, when taken together with  
13 other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and  
14 effective as to all Settling Parties.

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16 Dated: May 22, 2017

  
Tynuoi Ila

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19 Dated: May \_\_\_\_\_, 2017

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Austin Bonner

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22 Dated: May \_\_\_\_\_, 2017

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David Rabil

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25 Dated: May \_\_\_\_\_, 2017

\_\_\_\_\_  
Raymond Roberts

1 162. The Plaintiff and other Class Representatives represent and warrant that they have not  
2 assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any  
3 portion thereof or interest

4 163. It is agreed that because the number of Class Members is so numerous, it is impossible  
5 or impractical to have each Class Member execute this Settlement Agreement and as a result, Class  
6 Counsel and the Class Representatives may sign on their behalf. The Class Notice will advise all Class  
7 Members of the binding nature of the release, and the release shall have the same force and effect as  
8 if this Settlement Agreement were executed by each Class Member.

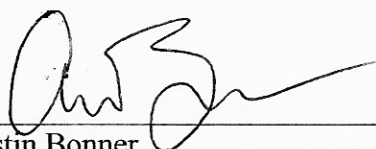
9 **L. Execution of Agreement**

10 164. This Settlement Agreement may be executed in counterparts with signatures  
11 transmitted by facsimile or electronic mail. When each Settling Party has signed and delivered at least  
12 one such counterpart, each counterpart shall be deemed an original, and, when taken together with  
13 other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and  
14 effective as to all Settling Parties.

15 Dated: May \_\_\_\_\_, 2017

16  
17 Tymuoi Ha

18  
19 Dated: May 22, 2017

20   
21 Austin Bonner

22 Dated: May \_\_\_\_\_, 2017

23 David Rabil

24 Dated: May \_\_\_\_\_, 2017

25 Raymond Roberts  
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1           162. The Plaintiff and other Class Representatives represent and warrant that they have not  
2 assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any  
3 portion thereof or interest

4           163. It is agreed that because the number of Class Members is so numerous, it is impossible  
5 or impractical to have each Class Member execute this Settlement Agreement and as a result, Class  
6 Counsel and the Class Representatives may sign on their behalf. The Class Notice will advise all Class  
7 Members of the binding nature of the release, and the release shall have the same force and effect as  
8 if this Settlement Agreement were executed by each Class Member.

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13 other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and  
14 effective as to all Settling Parties.


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17       Dated: May \_\_\_\_\_, 2017

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Tymuoi Ha

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20       Dated: May \_\_\_\_\_, 2017

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Austin Bonner

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22       Dated: May <sup>22nd</sup>\_\_\_\_\_, 2017

**DocuSigned by:**  
  
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David Rabil  
ED48DC75AE02405...

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25       Dated: May \_\_\_\_\_, 2017

\_\_\_\_\_  
Raymond Roberts

1 162. The Plaintiff and other Class Representatives represent and warrant that they have not  
2 assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any  
3 portion thereof or interest

4 163. It is agreed that because the number of Class Members is so numerous, it is impossible  
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14 effective as to all Settling Parties.

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16  
17 Dated: May \_\_\_\_\_, 2017

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Tymuoi Ha

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20 Dated: May \_\_\_\_\_, 2017

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Austin Bonner

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22  
23 Dated: May \_\_\_\_\_, 2017

\_\_\_\_\_  
David Rabil

24  
25 Dated: May 22, 2017

  
\_\_\_\_\_  
Raymond Roberts

1 Dated: May \_\_\_\_\_, 2017

2 *On behalf of Google, Inc.*

3  
4 Dated: May 23, 2017

5 *On behalf of Urpan Technologies, Inc.*

6  
7 Dated: May \_\_\_\_\_, 2017

8 Michael D. Palmer  
9 Xinying Valerian  
10 SANFORD HEISLER SHARP, LLP  
11 *Attorneys for Plaintiff Ha, the Class*  
12 *Representatives, and the Class*

13 Dated: May \_\_\_\_\_, 2017

14 Dayna Chmelka  
15 GATES, O'DOHERTY, GONTER & GUY LLP  
16 *Attorneys for Plaintiff Ha, the Class*  
17 *Representatives, and the Class*

18 Dated: May \_\_\_\_\_, 2017

19 Thomas E. Geidt  
20 Katherine C. Huibonhoa  
21 C. Yewleh Chee  
22 GRUBE BROWN & GEIDT LLP  
23 *Attorneys for Defendant Google Inc.*

24 Dated: May 23, 2017

25 *Marquis D. Owens*  
26 OWENS LAW FIRM  
27 *Attorneys for Defendant Urpan Technologies, Inc.*


1 Dated: May \_\_\_\_\_, 2017

*On behalf of Google, Inc.*


4 Dated: May \_\_\_\_\_, 2017

*On behalf of Urpan Technologies, Inc.*

7 Dated: May 22, 2017

  
Michael D. Palmer  
Xinying Valerian  
SANFORD HEISLER SHARP, LLP  
*Attorneys for Plaintiff Ha, the Class  
Representatives, and the Class*

12 Dated: May 22, 2017

  
Dayna Chmelka  
GATES, O'DOHERTY, GONTER & GUY LLP  
*Attorneys for Plaintiff Ha, the Class  
Representatives, and the Class*

17 Dated: May \_\_\_\_\_, 2017

Thomas E. Geidt  
Katherine C. Huibonhoa  
C. Yewleh Chee  
GRUBE BROWN & GEIDT LLP  
*Attorneys for Defendant Google Inc.*

22 Dated: May \_\_\_\_\_, 2017

Marquis D. Owens  
OWENS LAW FIRM  
*Attorneys for Defendant Urpan Technologies, Inc.*

# **Exhibit A**

HA v. GOOGLE SETTLEMENT  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479  
(866) 742-4955

<<Barcode>>

<<FirstName>> <<Surname>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

### Court-Ordered Class Action Notice Inside

**You could receive money and your rights could be affected  
by a Class Action Settlement in *Ha v. Google Inc. et al.***

*If the name and address listed to the left are incorrect, please  
provide the correct information to the Settlement Administrator  
at (866) 742-4955. Failure to timely provide updated  
information could result in the forfeiture of monetary payments  
from this Class Action Settlement.*

### NOTICE OF SETTLEMENT OF CLASS ACTION

**If you are or were a temporary or contract sourcer, closer, recruiter, or similar worker in Google's People Operations in California at any point between January 27, 2012 and May 9, 2017, this class action settlement ("Settlement") affects your rights, and you could receive money.**

*A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.*

- A Settlement has been reached in a class action lawsuit ("Lawsuit") against Google Inc. and Urpan Technologies, Inc. (collectively, "Defendants") that affects your rights. The Lawsuit alleges that Class Members (i) were not paid overtime for work performed at, for, or on behalf of Google, (ii) were not paid for all earned wages at the time of their separation from working at, for, or on behalf of Google, and (iii) did not receive accurate wage statements for work performed at, for, or on behalf of Google.
- The Court has not yet decided whether to grant final approval of the Settlement. No payments will be made unless and until the Court approves the Settlement.
- You need to decide whether to stay in the case and receive the benefits of the Settlement, object to the Settlement, or opt out of the monetary relief provisions of the Settlement to retain the right to pursue your claims on your own. ***If you wish to remain a Class Member and receive a monetary share of the Settlement, you do not have to do anything in response to this Notice.***
- The decision of whether to participate in, request to be excluded from, and/or object to the Settlement is entirely yours. Defendants will not retaliate against you for participating (or not participating) in the Settlement. Your decision to participate in, request to be excluded from, and/or object to the Settlement will not in any way affect your eligibility to be hired or employed by Defendants.

**PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.**

YOUR RIGHTS AND OPTIONS	
<b>DO NOTHING AND RECEIVE YOUR MONETARY SHARE OF THE SETTLEMENT</b>	If you do nothing, you will automatically receive your one or more Settlement checks in the mail and will release certain wage claims against Google and Staffing Agencies through whom you worked at Google. See Section 12 below for more information about your Settlement award. See Section 19 below for more information about the released claims.
<b>REQUEST TO BE EXCLUDED FROM THE SETTLEMENT</b>	If you submit a request to be excluded from the Settlement on or before <b>[100 days after preliminary approval]</b> , you will receive no payment under this Settlement but will retain any right you may have to file your own lawsuit for the released claims. See Section 21 below.
<b>OBJECT TO THE TERMS OF THE SETTLEMENT</b>	If you do not want to be excluded from the Settlement but wish to object to the terms of the Settlement, you can submit an Objection on or before <b>[100 days after preliminary approval]</b> . See Section 22 below.

## **BASIC INFORMATION**

### **1. Why did I receive this Notice?**

Defendants' records show that you worked in a position eligible to receive a payment under this Settlement during the relevant time period. A Settlement has been reached in a class action lawsuit against Google Inc. and Urpan Technologies, Inc. that affects your legal rights. Judge Brian C. Walsh of the Superior Court of California for the County of Santa Clara, who is overseeing this class action, ordered that you be sent this Notice.

### **2. What is this Lawsuit about?**

This Lawsuit, *Ha, et al. v. Google Inc., et al.*, Case No. 116-CV-290847, makes claims for (i) unpaid overtime for work performed at, for, or on behalf of Google, (ii) unpaid earned wages at the time of separation from working at, for, or on behalf of Google, and (iii) inaccurate wage statements for work performed at, for, or on behalf of Google. The Lawsuit alleges that these practices violated the following laws:

- California Labor Code §§ 201, 202, 203, 226, 510, 1174 and 1194
- California Business and Professions Code §§ 17200 *et seq.*
- California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*
- Industrial Welfare Commission Wage Orders

Defendants have denied and continue to deny all of the allegations in the Lawsuit.

### **3. Has the Court decided who is right?**

No. The Court has only decided that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from the Settlement.

### **4. What is a class action and who is involved?**

In a class action lawsuit, one or more people called Class Representatives assert claims on behalf of themselves and other people. The Class Representatives in this case are Tymuoi Ha, Austin Bonner, David Rabil, and Raymond Roberts. The Class Representatives represent the Class (or Class Members). The Settlement will resolve the claims at issue for all Class Members who do not request to be excluded.

### **5. Am I a Class Member?**

You have received this Notice, and are therefore affected by this Settlement, because Defendants' records indicate that you are a Class Member.

Class Members include temporary or contract sourcers, closers, recruiters, and similar personnel who worked in Google's People Operations in California for at least one day between January 27, 2012 and May 9, 2017.

Included in the Class are the following contract positions:

- Recruiter I, Recruiter IV
- Crane Recruiter I, Crane Recruiter II, Crane Recruiter III
- Crane Recruiting Specialist I, Crane Recruiting Specialist II, Crane Recruiting Specialist III
- Phoenix Recruiter I, Phoenix Recruiter II, Phoenix Recruiter III
- Phoenix Recruiting Specialist I, Phoenix Recruiting Specialist II
- General-HR/Admin (with recruiting and/or sourcing duties)
- Crane Sourcer I, Crane Sourcer II, Crane Sourcer III, Crane Sourcer IV
- Phoenix Sourcer I, Phoenix Sourcer II, Phoenix Sourcer III
- Phoenix Lead Generation Specialist

## **6. Why is this Lawsuit being settled?**

After exchanging relevant information and documents, retaining experts to examine Google's timestamp and other records, and engaging in settlement negotiations with the assistance of a neutral third-party mediator, the Class Representatives and Defendants have agreed to settle the claims against Defendants. The Settlement represents a compromise of disputed claims and is not an admission that any of the Defendants violated the law. The Class Representatives and their attorneys believe the Settlement is in the Class's best interest given the risks and expense of going to trial.

## **7. What does this Settlement provide?**

Defendants have agreed to pay **\$5.5 million** to settle the claims in this Lawsuit. Class Members who do not request to be excluded from the Settlement will receive a share of the Settlement and will release any claims they might have against Defendants and the other Released Parties that were or could have been raised in the Lawsuit based on the allegations in the Lawsuit. For more information about your estimated payment from the Settlement and the way it was calculated, see Sections 11 and 12 below. For more information about the claims you will release if you do not exclude yourself from the Settlement, see Section 19 below.

## **8. Who represents the Class Members in the Lawsuit?**

In class actions, Class Members are represented by Court-appointed lawyers ("Class Counsel"). In this case, you are represented by Sanford Heisler Sharp, LLP and Gates O'Doherty, Gontier & Guy LLP. Class Counsel are experienced in handling similar cases, and the Court has determined that Class Counsel are qualified to represent you and all Class Members. You can contact Class Counsel at:

**Sanford Heisler Sharp, LLP**  
**111 Sutter Street, Suite 975**  
**San Francisco, CA 94104**  
**Phone: (415) 795-2020**  
**Fax: (415) 795-2021**  
**Email: [googleOTsettlement@sanfordheisler.com](mailto:googleOTsettlement@sanfordheisler.com)**

Subject to Court approval, Class Counsel will be paid for their fees and costs from the Settlement. See Section 18 below for more information about the attorneys' fees and costs.

You do not need to hire your own lawyer because Class Counsel are working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying for that lawyer.

## **9. Who is the Settlement Administrator?**

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information, or ask questions regarding the processing of Settlement awards. You may contact the Settlement Administrator at:

**HA v. GOOGLE SETTLEMENT**  
**c/o RG/2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**  
**Phone: (866) 742-4955**  
**Email: [info@rg2claims.com](mailto:info@rg2claims.com)**

## **MONETARY TERMS OF THE SETTLEMENT**

### **10. What have Defendants agreed to do?**

Defendants have agreed to pay **\$5.5 Million** to settle the claims in this Lawsuit. Subject to Court approval, the Settlement will be distributed in the following way:

- At least \$3,481,667 to the Class Members
- \$75,000 to the California Labor Workforce and Development Agency (“LWDA”)
- No more than \$20,000 to the Settlement Administrator for the costs of administering the Settlement
- No more than \$40,000 for Service Awards to the Class Representatives for their assistance in prosecuting the Lawsuit and obtaining the Settlement for the Class
- No more than \$1,883,333 to Class Counsel for attorneys’ fees and costs

### **11. How are Class Members’ Settlement shares determined?**

After deductions from the \$5.5 Million class fund for Court-approved payments to the LWDA (for the state’s share of PAGA), the Settlement Administrator (for the expense of administering the Settlement), Class Representatives for Service Awards (for their work on behalf of the Class), and Class Counsel (for attorneys’ fees and costs), the remaining sum will be distributed to all participating Class Members according to a distribution formula. In general, a Class Member will receive a proportionate share of the Settlement based on the number of weeks s/he worked as a Class Member and his/her bill rate(s) during those weeks.

If six (6) months after the initial mailing of Settlement checks there is uncollected money in the class fund, there will be a second distribution to all Class Members who timely cashed their Settlement checks (“Reallocation Payments”). This distribution would again be based upon the number of weeks worked and bill rate(s) for each eligible Class Member.

A detailed explanation of the distribution formulas can be found within Section VII of the Settlement Agreement.

### **12. How much money will I receive?**

According to Defendants’ records, you worked <<WorkWeeks>> weeks as a Class Member (as defined in Section 5 above) between January 27, 2012 and May 9, 2017. (If you wish to dispute Defendants’ records of your applicable workweeks as a Class Member, you must notify the Settlement Administrator and provide any supporting evidence in writing no later than **[100 days after preliminary approval]**.)

*Not counting any additional money that you could receive in a Reallocation Payment, the parties estimate that the gross (pre-tax) amount you will receive is approximately **\$<<EstimatedAward>>** if the Settlement receives final Court-approval. The amount you receive could be higher or lower than this estimate.*

### **13. Are any taxes taken out of the payments?**

Fifty percent (50%) of your award will be treated as back wages and reported on an IRS Form W-2 with all appropriate taxes withheld. The remaining fifty percent (50%) of your award will be treated as interest and penalties and reported as non-wages on an IRS Form 1099. W-2 and 1099 Forms will be issued to all Class Members who cash their checks.

Aside from the employer portion of payroll taxes, Class Members are responsible for the appropriate payment of any federal, state and/or local income or payroll taxes on the Settlement payments they receive. The tax issues for each Class Member are unique to him/her, and each Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this settlement. This Notice does not constitute legal or tax advice regarding any federal, state or local tax issue, and nothing in this Notice is intended, written or should be used by any person for the purpose of avoiding any tax liability or penalties.

#### **14. How long do I have to cash my checks?**

Any checks not cashed after **six (6) months** from the date of the class-wide distribution shall be void. Class Members who have not cashed their checks after four (4) months from the date of the class-wide distribution will receive a reminder in the mail. After the deadline to cash checks has passed, the funds from all uncashed checks shall be redistributed among the Class Members who cashed their checks (“Reallocation Payments”). Eligible Class Members will have six months to cash their Reallocation Payments. After that, the funds from all uncashed Reallocation Payments will be donated to Legal Aid at Work ([www.legalaidatwork.org](http://www.legalaidatwork.org)).

Should a Class Member fail to timely cash his/her checks, s/he will lose the right to the money; nevertheless, the Settlement shall remain binding on the Class Member, and the release of claims described in Section 19 below shall remain in effect.

#### **15. Why does the California LWDA receive a portion of the Settlement?**

One of the claims in the Lawsuit is that Defendants violated the California’s Labor Code Private Attorneys General Act of 2004 (“PAGA”). Under PAGA, private citizens are permitted to step into the state’s shoes and recover civil penalties for violations of California’s Labor Code. Seventy-five percent (75%) of any such recovery must be given to the LWDA, while the remainder is kept by the Class. In this Lawsuit, the parties agreed to settle the PAGA claim for **\$100,000**. Accordingly, Class Counsel will apply to the Court for **\$75,000** to be paid to the California LWDA.

#### **16. What is a “Service Award”?**

In class actions, the Court may provide specific Class Members a “Service Award” in recognition of the time, effort, and risks taken in the litigation of the case on behalf of the Class. In this Lawsuit, Class Counsel will apply to the Court for the following Service Awards to be paid based upon the extent of time, effort and risk taken by each individual to assist Class Counsel in obtaining the Settlement for the Class: **\$25,000** for Class Representative Tymuoi Ha; **\$5,000 each** for Class Representatives Austin Bonner, David Rabil, and Raymond Roberts.

#### **17. How much will it cost to administer the Settlement?**

Class Counsel will apply to the Court for payment to the Settlement Administrator for its fees and costs, which shall not exceed **\$20,000**.

#### **18. How will Class Counsel be paid?**

*Class Members are not personally liable for any fees and costs.* As is routine in class action cases, Class Counsel will request an award of attorneys’ fees and incurred expenses. These fees and expenses have been incurred as Class Counsel pursued the Lawsuit on behalf of the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken significant risks and expended extensive time to prosecute this Lawsuit and achieve this Settlement. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the fund recovered. If this Settlement is approved, Class Counsel will spend additional time and resources to monitor and advise upon the administration of the Settlement. Accordingly, Class Counsel will apply to the Court for (i) attorneys’ fees in the amount of one-third (1/3) of the total class fund (**\$1,833,333**) and (ii) incurred expenses, not exceeding **\$50,000**.

### **RELEASE OF CLAIMS**

#### **19. What claims are being released as part of the Settlement?**

Upon final approval of the Settlement by the Court, Class Members who do not request to be excluded will fully release claims, arising between January 27, 2012 and [preliminary approval date] (the “Damages Period”), which were alleged or could have been alleged in the Lawsuit based on the facts alleged in support of the class claims against Defendants and other Released Parties. When claims are “released” it means that a person covered by the release cannot sue Defendants or the other Released Parties for these claims.

The released claims include, without limitation, any claim based on allegations that for their time working as Class Members at Google during the Damages Period, Class Members (i) were not paid overtime for work performed at, for, or on behalf of Google, (ii) were not paid for all earned wages at the time of their separation from working at, for, or on behalf of Google, and (iii) did not receive accurate wage statements for work performed at, for, or on behalf of Google.

The Released Parties include Defendants, related individuals and companies, and staffing agencies who hired, provided, or assigned Contract Recruiters to perform work at Google within the Class Period, including, without limitation, Urpan Technologies, Inc., Adecco NA, Artech Information Systems LLC, Cornerstone RPO, Signature Commercial Solutions, LLC, Zenith Talent Corp., Indosys Corp., and Gary D. Nelson Associates, Inc.

*Only claims relating to unpaid wages for work performed at Google as a Class Member are released.*

The full terms of the release are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, as listed in Section 8 of this Notice. Alternatively, you can access the Settlement Agreement via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scsccourt.org/Portal>) or by visiting the clerk of the court located at 191 North First Street, San Jose, California 95113.

### **YOUR RIGHTS AND OPTIONS**

#### **20. How do I participate in the Settlement?**

**You do not need to do anything to participate in the Settlement.** If you are a Class Member and do not request to be excluded from the Settlement, you will automatically receive a Settlement share (see Sections 11 and 12 above) and release claims against the Released Parties (see Section 19 above) without any further action on your part.

#### **21. How do I request to be excluded from the Settlement?**

If you wish to be excluded from the monetary terms and release provisions of the Settlement, you must mail a written, personally signed (in ink) statement to the Settlement Administrator at the address set forth above (Section 9) that you wish to be excluded from the Settlement. (“Exclusion Request”). The Exclusion Request must contain your name and address. It must also clearly express your intent to be excluded from the Settlement in this Lawsuit. **To be effective, your request must be postmarked no later than [100 days after preliminary approval].**

If you do not complete and timely mail a valid Exclusion Request, you will be bound by all terms and conditions of the Settlement, including its release of claims.

#### **22. May I object to the Settlement?**

If you wish to object to the Settlement, you may do so by mailing to the Settlement Administrator at the address set forth above (Section 9) a detailed written description of the basis of the objection. **To be effective, your objection must be postmarked no later than [100 days after preliminary approval].**

You cannot both object to the Settlement and exclude yourself from the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will not be able to exclude yourself from the Settlement.

### **THE SETTLEMENT’S FINAL APPROVAL HEARING**

#### **23. When will the Court consider whether to grant final approval of the Settlement?**

The Court will hold a Final Approval Hearing in Department 1 of the California Superior Court for the County of Santa Clara located at 191 North First Street, San Jose, California 95113, on **[date] at [time]**, to decide whether to grant final approval of the Settlement.

It is not necessary for you to appear at this hearing. If you have timely submitted an objection to the Settlement, you may, but are not required to, appear at the hearing to argue your objection to the Court. Any attorney who will represent you at the Final Approval Hearing for the purposes of your objection must file a Notice of Appearance with the Court and serve the Notice of Appearance on Class Counsel (contact information in Section 8 above) and counsel for Defendants (Thomas E. Geidt, Grube Brown & Geidt LLP, 601 Montgomery Street, Suite 1150, San Francisco, CA 94111 and Marquis D. Owens, Owens Law Firm, 905 W. Tennyson Road, Hayward, CA 94544) by **100 days after preliminary approval**.

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial or other judicial resolution.

### **FURTHER INFORMATION**

#### **24. How do I receive more information?**

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the case, which can be accessed (i) via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.sccscourt.org/Portal>), (ii) by visiting the clerk of the court located at 191 North First Street, San Jose, California 95113 or (iii) by a request to Class Counsel at the address listed in Section 8 above.

If you have more questions about this Notice or this Lawsuit, you can contact the Settlement Administrator (see contact information in Section 9 above) or Class Counsel (see contact information in Section 8 above).

**PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS, OR COUNSEL FOR DEFENDANTS FOR INFORMATION REGARDING THIS SETTLEMENT.**

# **Exhibit B**

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*Attorneys for Plaintiffs and the Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA  
UNLIMITED JURISDICTION

TYMUOI HA, AUSTIN BONNER, DAVID  
RABIL, AND RAYMOND ROBERTS, On  
Behalf of Themselves and All Others Similarly  
Situating,

Plaintiffs,

v.

GOOGLE INC. and URPAN  
TECHNOLOGIES, INC.

Defendants.

**Case No. 16-CV-290847**

**CLASS ACTION**

**SECOND AMENDED COMPLAINT FOR  
DAMAGES**

- 1. FAILURE TO PAY OVERTIME  
WAGES**
- 2. FAILURE TO PAY EARNED WAGES  
UPON SEPARATION**
- 3. FAILURE TO FURNISH ACCURATE  
WAGE STATEMENTS**
- 4. UNLAWFUL AND UNFAIR BUSINESS  
PRACTICES**
- 5. WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY**
- 6. RETALIATION FOR PROTECTED  
ACTIVITY**
- 7. VIOLATION OF PRIVATE  
ATTORNEYS GENERAL ACT**

1           Plaintiffs TYMUOI HA, AUSTIN BONNER, DAVID RABIL, AND RAYMOND  
2 ROBERTS, individually and on behalf of all others similarly situated, bring this Class Action  
3 Complaint against Defendants GOOGLE INC. (“Google”) and URPAN TECHNOLOGIES, INC.  
4 (“UrpanTech”) (collectively, “Defendants”). Plaintiffs allege as follows:

5 **I. INTRODUCTION**

6           1. This action is brought by Tymuoi Ha, Austin Bonner, David Rabil and Raymond  
7 Roberts on behalf of themselves and all others similarly situated to obtain damages and restitution  
8 from Defendants for wage and hour violations. This action is also brought individually by Tymuoi  
9 Ha for wrongful termination and retaliation.

10           2. This action seeks to remedy Defendants’ illegal practices, whereby Defendants  
11 deliberately and uniformly cheated Plaintiffs and similarly situated workers out of hard-earned  
12 wages for their long hours of work and retaliated against those who protested unfair treatment.

13 **II. JURISDICTION AND VENUE**

14           3. This case is properly before this Court because the matter involves issues of state  
15 law, and all Defendants, presently and at all times relevant to this action, have conducted substantial  
16 and continuous commercial activities in Santa Clara County.

17           4. Google and UrpanTech’s headquarters are both located in Santa Clara County,  
18 California.

19           5. At all times mentioned herein, Defendants Google and UrpanTech did substantial  
20 business in the State of California and within the County of Santa Clara.

21           6. Plaintiffs worked for Defendant Google in Santa Clara County, California.

22           7. Plaintiff Ha worked for Defendant UrpanTech in Santa Clara County, California.

23           8. Pursuant to Code of Civil Procedure §§ 393, 395, and 395.5, Santa Clara County is  
24 an appropriate venue for this case.

1 **III. THE PARTIES**

2 9. Plaintiff **Tymuoi Ha** is a California resident. Ms. Ha worked as a Sourcer in  
3 Google's People Operations from approximately July 15, 2013 until on or about January 30, 2014.  
4 She worked full-time and was paid on an hourly basis.

5 10. Plaintiff **Austin Bonner** is a California resident. Mr. Bonner worked as a Recruiter  
6 in Google's People Operations from approximately May 13, 2013 until on or about December 10,  
7 2013. He worked full-time and was paid on an hourly basis.

8 11. Plaintiff **David Rabil** is a California resident. Mr. Rabil worked as a Recruiter in  
9 Google's People Operations from approximately May 6, 2013 until on or about March 11, 2014.  
10 He worked full-time and was paid on an hourly basis.

11 12. Plaintiff **Raymond Roberts** is a California resident. Mr. Roberts worked as a  
12 Recruiter in Google's People Operations from approximately July 11, 2013 until on or about  
13 February 21, 2014. He worked full-time and was paid on an hourly basis.

14 13. Defendant **Google** is a Delaware Corporation whose headquarters and principal  
15 place of business is 1600 Amphitheatre Parkway, Mountain View, California 94043.

16 14. Defendant **UrpanTech** is a California staffing corporation that supplies technology  
17 companies with temporary and contract workers. UrpanTech's headquarters and principal place  
18 of business is 341 Cobalt Way # 208, Sunnyvale, California 94085.

19 15. Plaintiffs worked at Google's headquarters in Mountain View, California.

20 16. At all times mentioned in this complaint, Plaintiffs were under the supervision and  
21 control of Google, and were, by law, employees of Google.

22 17. At all times mentioned in this complaint, Plaintiff Ha was also under the supervision  
23 and control of UrpanTech, and was, by law, also an employee of UrpanTech.  
24  
25  
26  
27  
28

1 **IV. CLASS ACTION ALLEGATIONS**

2 18. The **Class** that Plaintiffs seek to represent is composed of:

3  
4 Individuals who worked for Google in California as temporary or contract  
5 sourcers, closers, recruiters, or other personnel who performed substantially  
6 the same work as workers with those titles or in those roles in Google's  
7 People Operations department (including, without limitation, temporary  
8 workers assigned to the Channels organization) within four years of the  
9 filing of the original complaint.

10 19. Plaintiffs are members of the Class. Plaintiffs collectively refer to Class members  
11 as "Contract Recruiters."

12 20. Plaintiffs are informed and believe and thereupon allege that more than two-thirds  
13 of the members of the proposed Class are citizens of California.

14 21. In violation of California wage and hour laws, Defendants' wrongful acts against  
15 Plaintiffs and the Class include:

- 16 a. failure to pay wages for all hours worked;  
17 b. failure to pay all overtime compensation due;  
18 c. failure to timely pay wages upon separation from employment; and  
19 d. failure to record, maintain, and timely furnish employees with wage statements  
20 and payroll records accurately showing their total hours worked.

21 22. Upon information and belief, the above violations are the result of centralized  
22 policies and practices created by Defendant Google's human resources and payroll departments,  
23 and implemented with the assistance of staffing agencies, such as UrpanTech.

24 23. This action may be properly maintained as a class action pursuant to Code of Civil  
25 Procedure § 382 because there is a well-defined community of interest in the litigation and the  
26 proposed Class is easily ascertainable.

27 a. **Numerosity:** The potential members of the Class as proposed are so  
28 numerous that joinder of all of its members is impracticable. The size of the Class is believed to  
exceed 100 individuals. The precise Class list is ascertainable through Defendants' payroll,  
employment, and other records.

1                   b.       **Commonality:** Common questions of law and fact predominate over any  
2 questions affecting only individual Class members. These common questions include, but are not  
3 limited to: (i) whether Defendant Google's uniform right of control requires that Class members  
4 be considered Google's employees; (ii) whether Defendants had policies and practices forbidding  
5 or discouraging the reporting and claiming of overtime by Class members; (iii) whether Defendants  
6 violated the Labor Code and applicable Wage Orders by failing to pay overtime compensation  
7 earned and due to Class members; (v) whether Defendants violated Labor Code § 1174 by failing  
8 to keep accurate records of Class members' daily and weekly work time; (vi) whether Defendants'  
9 failure to provide formerly employed Class members with all wages due upon separation violated  
10 Labor Code §§ 201, 202 and 203; (vii) whether Defendants' failure to provide Class members with  
11 accurate wage statements violated Labor Code § 226; (viii) whether Defendants knowingly and  
12 willfully violated California wage and hour laws; and (ix) whether Defendants violated Business  
13 and Professions Code § 17200 by virtue of its violations of the Labor Code.

14                   c.       **Typicality:** Plaintiffs have suffered the same violations and similar injuries  
15 as other Class members arising out of and caused by Defendants' common course of conduct in  
16 violation of law as alleged herein.

17                   d.       **Adequacy of representation:** Plaintiffs are members of the Class and will  
18 fairly and adequately represent and protect the interests of all Class members. Plaintiffs are  
19 represented by counsel who are competent and experienced in litigating wage and hour and other  
20 employment class actions.

21                   e.       **Superiority of a class action:** A class action is superior to other available  
22 means for the fair and efficient adjudication of this controversy. Class action treatment will permit  
23 a large number of similarly situated persons to prosecute their common claims in a single forum  
24 simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that  
25 numerous individual actions engender. Because the losses, injuries, and damages suffered by each  
26 of the individual Class members are relatively small, the expenses and burden of individual  
27 litigation would make it extremely difficult, if not impossible, for the individual Class members to  
28

1 redress the wrongs done to them. Additionally, important public interests will be served by  
2 addressing the matter as a class action. The adjudication of individual litigation claims would  
3 result in a great expenditure of Court and public resources. Treating the claims as a class action  
4 will result in a significant saving of these costs. The prosecution of separate actions by individual  
5 members of the Class would create a risk of inconsistent and/or varying adjudications with respect  
6 to the individual members of the Class, establishing incompatible standards of conduct for  
7 Defendants and resulting in the impairment of Class members' rights and the disposition of their  
8 interests through actions to which they were not parties. The issues in this class action can be  
9 decided by means of common, class-wide proof. In addition, the Court can, and is empowered to,  
10 fashion methods to efficiently manage this action as a class action.

## 11 **V. FACTUAL ALLEGATIONS**

12 24. At all relevant times, Google worked with staffing agencies, including UrpanTech,  
13 to engage and employ Contract Recruiters to work for Google. Contract Recruiters worked as part  
14 of Google's "world-class recruiting team" to find and develop relationships with candidates, guide  
15 candidates through the hiring process, drive the interview and offer process, close the deal with  
16 candidates, and overall fulfill the staffing needs of Google.

17 25. UrpanTech is a staffing agency that works closely with Google to hire Contract  
18 Recruiters, including Plaintiff Ha, to work for Google. UrpanTech hired and processed payroll for  
19 Plaintiff Ha and other Contract Recruiters.

20 26. UrpanTech suffered and permitted Plaintiff Ha and other Contract Recruiters to  
21 perform work for the benefit of UrpanTech. Along with Google, UrpanTech was an employer of  
22 Plaintiff Ha and other Contract Recruiters

23 27. At all relevant times, Google was an employer of Plaintiffs and all other Class  
24 members who were recruited to work for Google as Contract Recruiters. Google suffered and  
25 permitted Plaintiffs and all other Class members to perform work for the benefit of Google. Google  
26 also exercised control over the wages, hours, and/or working conditions of the Class members,  
27 including the Plaintiffs.  
28

1           28.     Staffing agencies, including UrpanTech, did not hire someone to work as a Contract  
2 Recruiter at Google unless Google agreed to hire that individual. Google directly interviewed  
3 candidates, including Plaintiffs, as if it were directly recruiting them.

4           29.     Plaintiffs and Class members worked alongside permanent Google employees who  
5 did the same work. Plaintiffs and Class members were directly supervised by Google managers  
6 within the regular Google hierarchy and had to follow Google's policies. All of the terms and  
7 conditions of day to day work were set by Google. Google provided the office space, computers,  
8 and other equipment for Class members to do their jobs for Google. Critically, Google established,  
9 controlled, and communicated to Plaintiffs and the other Class members the policies regarding  
10 hours and wages that are at issue in this action. For example, overtime payments are determined  
11 by Google policy even though paychecks are paid through staffing agencies like UrpanTech.

12           30.     Through UrpanTech, Plaintiff Ha received a one-year contract assignment to work  
13 for Google as a Contract Recruiter and report to a Google manager. The contract assignment was  
14 at-will and Plaintiff Ha was subject to termination by UrpanTech or Google. At the same time,  
15 Defendants informed Plaintiff Ha of the opportunity for extensions of her assignment at Google or  
16 conversion to Google's payroll and permanent employment.

17           31.     Likewise, Plaintiffs Bonner, Rabil, and Roberts received one-year contract  
18 assignments to work for Google as Contract Recruiters and report to Google managers. Their  
19 contract assignment was at-will, and Plaintiffs Bonner, Rabil, and Roberts were subject to  
20 termination by Google, as well as the staffing agencies through which they were hired. At the same  
21 time, Plaintiffs Bonner, Rabil, and Roberts were informed that contingent upon performance, their  
22 assignments could be extended and/or they could be converted to permanent employees on  
23 Google's payroll.

24           32.     Plaintiffs are informed and believe and thereupon allege that all Class members  
25 work for Google on substantially similar terms and start with one-year assignments.

26           33.     Plaintiffs are informed and believe and thereupon allege that staffing agencies,  
27 including UrpanTech, acted as Google's agents in setting the terms and conditions of employment.  
28

1 Plaintiffs are informed and believe and thereupon allege that their compensation terms and  
2 conditions were set by Google, and that all funds for her compensation came from Google through  
3 the staffing agencies.

4 34. Google sourced Contract Recruiters to work in People Operations from numerous  
5 staffing agencies, including UrpanTech.

6 35. Plaintiffs are informed and believe and thereupon allege that Google applied the  
7 same policies and practices alleged herein to all Class members, regardless of the staffing agency  
8 involved in the employment relationship.

9 36. Google is an employer of all Contract Recruiters, regardless of which staffing  
10 agency recruited them to work for Google.

11 37. Plaintiffs are informed and believe and thereupon allege that Defendants have  
12 uniformly subjected all Class members to unlawful labor practices, as set forth below.

13 **Failure to pay earned overtime compensation**

14 38. During all relevant times, Contract Recruiters have been non-exempt under the  
15 overtime laws and paid on an hourly basis.

16 39. Defendants' policy and practice is to restrict (or cap) the amount of overtime they  
17 pay to individual Contract Recruiters regardless of the amount of overtime hours actually worked.

18 40. Defendants set numeric limits on the amount of overtime hours that Contract  
19 Recruiters were allowed to report. At times, the numeric limit was zero (0) overtime hours.

20 41. At the same time, Defendants suffered and permitted Plaintiffs and the other Class  
21 members to work additional, unpaid overtime hours in order to succeed in their jobs and meet  
22 performance metrics.

23 42. Defendants instructed Plaintiffs and the other Class members to not report more  
24 than the capped amount of overtime.

25 43. Defendants knew or had reason to know that Plaintiffs and the other Class members  
26 worked more hours than Defendants compensated.

1           44.     Plaintiffs and the other Class members were subject to the control of the Defendants  
2 while they performed their work as Contract Recruiters.

3           45.     Plaintiffs and the other Class members regularly worked more than eight hours per  
4 weekday. Indeed, it was common for Contract Recruiters to work twelve or more hours in a  
5 workday.

6           46.     In addition to working Monday through Friday, Plaintiffs and the other Class  
7 members frequently worked on weekends.

8           47.     Plaintiffs and the other Class members regularly worked more than forty hours per  
9 week.

10          48.     Plaintiffs and the other Class members regularly were not compensated for all  
11 overtime hours worked.

12           **Failure to keep accurate time records and to furnish accurate wage statements and payroll**  
13           **records to Class members**

14           49.     As a result of Defendants' policy and practice, Defendants failed to keep accurate  
15 records of when Plaintiffs and the other Class members began and ended each work period, and  
16 failed to keep accurate records of total hours worked daily and weekly. Defendants' failure to  
17 accurately record Class members' hours of compensable work was willful.

18           50.     As a result of Defendants' policy and practice, Defendants failed to furnish itemized  
19 wage statements to Plaintiffs and the other Class members that accurately stated the hours worked.  
20 Defendants' failure to provide accurate itemized wage statements was willful.

21           **Failure to pay all wages due to Class members at the end of the employment relationship**

22           51.     Defendants willfully failed to immediately pay Plaintiffs and the other Class  
23 members all earned wages, including overtime, upon their separation from their positions at  
24 Google.

25           **Google and UrpanTech's retaliation against Plaintiff Ha**

26           52.     In January 2014, Plaintiff Ha complained to Ankur Gupta, her immediate supervisor  
27 and a permanent manager at Google, about Defendants' failure to pay Contract Recruiters for  
28

1 overtime worked. Ms. Ha specifically complained that it was wrong that Defendants did not pay  
2 her and the other Contract Recruiters for overtime hours worked when they knew that the Contract  
3 Recruiters were working these hours and encouraged them to work the hours. Manager Gupta  
4 responded that there was nothing he could do.

5 53. Later, Plaintiff Ha was contacted by Benjamin Blundell, a permanent manager at  
6 Google who was Manager Gupta's boss. Manager Blundell told Plaintiff Ha that her complaint to  
7 Manager Gupta was inappropriate and that she needed to apologize to Mr. Gupta.

8 54. Afraid of losing her job, Plaintiff Ha obeyed Manager Blundell's instruction and  
9 apologized to Manager Gupta, saying to Mr. Gupta that she understood that there was nothing he  
10 could do.

11 55. Shortly thereafter, Defendants UrpanTech and Google fired Plaintiff Ha. Ms. Ha's  
12 last day of employment was on or about January 30, 2014.

13 56. The reason for Plaintiff Ha's termination was her good faith complaint about  
14 Defendants failing to pay her and other Contract Recruiters for all overtime hours worked.

15 **Defendants admitted that Plaintiff Ha and other Contract Recruiters were not paid for all**  
16 **overtime worked**

17 57. After she was terminated, Defendants communicated with Plaintiff Ha regarding  
18 her overtime hours worked but not paid, and subsequently permitted Plaintiff Ha to submit a report  
19 of the overtime hours that Defendants' managers did not allow her to claim in the past.

20 58. Defendants acknowledged that they had failed to compensate Plaintiff Ha for her  
21 overtime worked. However, even after this admission, Defendants refused to pay her for all  
22 overtime owed.

23 59. Based upon information and belief, Defendants have also acknowledged that they  
24 failed to pay other Contract Recruiters for overtime hours worked, but failed to pay them for all  
25 overtime owed.  
26  
27  
28

**FIRST CAUSE OF ACTION**  
**FAILURE TO PAY OVERTIME WAGES**  
**(California Labor Code §§ 510, 1194 and the IWC Wage Orders; Brought by Plaintiffs on**  
**Behalf of Themselves and the Class Against Defendants)**

60. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

61. During all relevant times, Defendants engaged in a widespread pattern and practice of failing to pay the Class members for hours worked in excess of eight hours per workday and forty hours per workweek.

62. During all relevant times, Defendants were employers of the Class members under the IWC Wage Orders and the Labor Code, including section 1194.

63. During all relevant times, Defendants required, and continue to require, Contract Recruiters to work in excess of eight hours per workday and forty hours per workweek.

64. During all relevant times, the California Labor Code § 510 and the applicable Wage Orders required that an employer compensate all work performed by an employee in excess of eight hours in one workday or in excess of forty hours in any one workweek, and all work performed by an employee during the first eight hours worked on the seventh day of work in any one workweek, at one and one-half times the employee's regular rate of pay.

65. During all relevant times, the California Labor Code § 510 and the applicable Wage Orders required that an employer compensate all work performed by an employee in excess of twelve hours in one workday, and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's regular rate of pay.

66. Defendants knowingly and willfully failed to pay overtime wages earned and due to the Class members who worked eight or more hours in a workday.

67. Defendants knowingly and willfully failed to pay overtime wages earned and due to the Class members who worked forty or more hours in a workweek.

68. Defendants' conduct has deprived the Class members of full and timely payment for all overtime hours worked in violation of the California Labor Code.

1           69. As a result of Defendants' willful and unlawful failure to pay the Class properly  
2 earned overtime wages, Plaintiffs and the other Class members are entitled to recover their unpaid  
3 overtime compensation and the relief requested below.

4  
5                           **SECOND CAUSE OF ACTION**  
6                           **FAILURE TO PAY EARNED WAGES UPON SEPARATION**  
7                           **(California Labor Code §§ 201, 202, 203; Brought by Plaintiffs on**  
8                           **Behalf of Themselves and the Class Against Defendants)**

9           70. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every  
10 allegation contained in the foregoing paragraphs as if fully set forth herein.

11           71. California Labor Code §§ 201 and 202 require Defendants to pay all compensation  
12 due and owing to Plaintiffs and Class members immediately upon discharge or within seventy-two  
13 hours of resignation. Defendants have operated under and continue to operate under a common  
14 policy and plan of willfully failing and refusing to pay unpaid wages and overtime owed to  
15 Plaintiffs and the other Class members upon separation from employment, as required by Sections  
16 201 and 202.

17           72. As a result of Defendants' willful failure to pay Plaintiffs and other Class members  
18 owed wages upon separation from employment, Defendants are liable for statutory waiting time  
19 penalties pursuant to California Labor Code § 203.

20                           **THIRD CAUSE OF ACTION**  
21                           **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**  
22                           **(California Labor Code § 226; Brought by Plaintiffs on**  
23                           **Behalf of Themselves and the Class Against Defendants)**

24           73. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every  
25 allegation contained in the foregoing paragraphs as if fully set forth herein.

26           74. California Labor Code § 226(a) requires employers to provide employees, semi-  
27 monthly or at the time of each payment of wages, with a statement that accurately reflects certain  
28 itemized information, including total number of hours worked. Defendants knowingly and  
intentionally failed to furnish and continue to fail to furnish Plaintiffs and each Class member with  
timely and accurate wage statements that accurately reflect total number of hours worked and  
wages earned, as required by Section 226.

1           75. As a result of Defendants' failure to provide accurate itemized wage statements,  
2 Plaintiffs and the other Class members suffered actual damages and harm by being unable to  
3 determine the amount of overtime worked each pay period in a timely manner, which prevented  
4 them from asserting their rights under California law.

5           76. As a result, Defendants are liable to Plaintiffs and each Class member for the  
6 amounts provided by California Labor Code § 226(e): the greater of actual damages or fifty dollars  
7 (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to  
8 four thousand dollars (\$4,000).

9  
10                               **FOURTH CAUSE OF ACTION**  
11                               **UNLAWFUL AND UNFAIR BUSINESS PRACTICES**  
12                               **(California Business and Professions Code §§ 17200 *et seq.*; Brought by Plaintiffs on**  
13                               **Behalf of Themselves and the Class Against Defendants)**

14           77. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every  
15 allegation contained in the foregoing paragraphs as if fully set forth herein.

16           78. Each Defendant is a "person" as defined under California Business & Professions  
17 Code § 17021.

18           79. Defendants' willful failure to pay Contract Recruiters for all overtime and minimum  
19 wages due, failure to maintain accurate time records for Contract Recruiters, failure to timely  
20 furnish Contract Recruiters with statements accurately showing their hours worked, and failure to  
21 timely pay Contract Recruiters all owed wages upon separation, constitute unlawful and unfair  
22 activity prohibited by California Business and Professions Code § 17200.

23           80. As a result of their unlawful and unfair acts, Defendants have reaped and continue  
24 to reap unfair benefits and illegal profits at the expense of Plaintiffs and the other Class members.

25           81. Defendants should be made to disgorge these ill-gotten gains and restore to  
26 Plaintiffs and the other Class members the wrongfully withheld wages to which they are entitled,  
27 interest on these wages, and all other injunctive and preventive relief authorized by California  
28 Business and Professions Code §§ 17202 and 17203.

          82. This action is designed to ensure the enforcement of an important right affecting the  
public interest and a large number of contract workers. The necessity and financial burden of

1 private enforcement is great, and the risks to the Plaintiffs for stepping forward are also significant.  
2 As such, Plaintiffs would be entitled to attorneys' fees should they prevail, and such fees should  
3 not in the interest of justice be paid out of the recovery.  
4

5 **FIFTH CAUSE OF ACTION**  
6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**  
7 **(Common Law, Brought by Plaintiff Ha on Behalf of Herself Against Defendants)**

8 83. Plaintiff Ha repeats and re-alleges each and every allegation contained in the  
9 foregoing paragraphs as if fully set forth herein.

10 84. California recognizes a common law claim for wrongful termination where the  
11 discharge is in violation of a fundamental public policy.

12 85. Wage and hour laws concern the public health and general welfare, as well as the  
13 welfare of employees themselves.

14 86. Under California law, employees have a right to be paid for all wages earned.

15 87. An employer's duty to pay earned overtime wages is a fundamental public policy  
16 affecting the broad public interest.

17 88. It is a crime under Labor Code § 1199 for an employer to fail to pay overtime wages  
18 as fixed by the Industrial Welfare Commission.

19 89. Under California common law, it is a tortious act for an employer to terminate an  
20 employee for complaining that she was not paid for overtime worked.

21 90. Under California common law, it is a tortious act for an employer to terminate an  
22 employee for complaining that other employees were not paid for overtime worked.

23 91. Plaintiff Ha complained to Defendants in good faith about their failure to pay  
24 overtime worked by her and other Contract Recruiters.

25 92. Defendants terminated Plaintiff Ha in retaliation for her complaint of unpaid  
26 overtime.

27 93. The termination caused Plaintiff Ha monetary and other harm.

28 94. Plaintiff Ha requests relief as described below.

**SIXTH CAUSE OF ACTION**  
**RETALIATION FOR PROTECTED ACTIVITY**  
**(California Labor Code § 1102.5, Brought by Plaintiff Ha on Behalf of Herself Against Defendants)**

95. Plaintiff Ha repeats and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

96. As set forth above, Plaintiff Ha complained to and disclosed information to managers about Defendants' failure to pay for overtime work, and these managers had authority over her and other Contract Recruiters and had authority to investigate, discover, or correct the failure to pay for overtime work.

97. Plaintiff Ha had reasonable cause to believe that the information she provided to her managers disclosed a violation of overtime laws.

98. Defendants retaliated against Plaintiff Ha for engaging in activities protected by the California Labor Code by terminating Plaintiff's employment with UrpanTech and Google.

99. Defendants' termination of Plaintiff Ha was an adverse employment action that caused her monetary and other harm.

100. Plaintiff Ha requests relief as described below.

**SEVENTH CAUSE OF ACTION**  
**VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT**  
 (California Labor Code §§ 2698 *et seq.*, Brought by Plaintiffs and the Class Against Defendants)

101. Plaintiffs repeat and re-allege each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

102. Labor Code § 2698, *et seq.* gives any employee aggrieved by an employer's violation of the Labor Code the right to file an action on behalf of all aggrieved employees for the penalties established by Section 2699.

103. Plaintiffs are aggrieved employees who have been deprived of overtime pay, full wages upon separation, and accurate and itemized wage statements. Plaintiffs were also victims of inaccurate recordkeeping.

104. The aforementioned wrongful acts and omissions of Defendants are violations of California's Labor Code and the IWC Wage Order as set forth herein. They include violations of

1 Labor Code Sections 201, 202, 203, 226, 510, 1174, and 1194

2 105. Plaintiffs were employees of Google who have been aggrieved by Google's  
3 violations of the aforementioned Labor Code provisions.

4 106. Plaintiff Ha was an employee of UrpanTech who has been aggrieved by  
5 UrpanTech's violations of the aforementioned Labor Code provisions.

6 107. By letter dated March 20, 2017, Plaintiff Ha gave written notice by certified mail to  
7 the Labor and Workforce Development Agency ("LWDA"). An Amended PAGA Claim Notice  
8 was submitted on April 26, 2017 to the LWDA which added Plaintiffs Bonner, Rabil, and Roberts  
9 as PAGA representatives.

10 108. Defendants, through their respective counsel of record, have been given written  
11 notice of the specific provisions of the Labor Code alleged to have been violated, including the  
12 facts and theories to support the alleged violations.

13 109. *[Details regarding compliance with Labor Code 2699.3(a)(2)(B) to be added upon*  
14 *receipt of letter from LWDA or expiration of LWDA's 65 calendar day notice period.]*

15 110. Plaintiffs request penalties against all Defendants as allowed under Labor Code §  
16 2699.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, requests the following  
19 relief against Defendants:

20 A. Certify this action as a Class Action on behalf of the Class and designate Plaintiffs  
21 as the Class representatives pursuant to Code of Civil Procedure 382;

22 B. Award damages to Plaintiffs and the Class, including unpaid overtime wages and  
23 statutory damages, in an amount to be determined at trial;

24 C. Award damages to Plaintiff Ha, including back pay, front pay, compensatory  
25 damages, and statutory damages, in an amount to be determined at trial, for her claims of retaliation  
26 and wrongful termination.  
27  
28

1 D. Order Defendants to pay various civil penalties under the Private Attorneys General  
2 Act of 2004, Cal. Labor Code § 2698, *et seq.*;

3 E. Order Defendants to pay restitution to Plaintiffs and the Class;

4 F. Order equitable accounting to identify, locate, and restore to Plaintiffs and the other  
5 Class members their wages due;

6 G. Enjoin Defendants from engaging in the practices challenged herein, to cease and  
7 desist from unlawful activities, and to remedy all violations of the California Labor Code in their  
8 practices and procedures in the future;

9 H. Award penalties available under applicable laws, including waiting time penalties;

10 I. Award punitive damages in amount sufficient to punish Defendants and deter future  
11 retaliation and discrimination of the same kind;

12 J. Award costs and expenses, including reasonable attorneys' fees, costs, and expert  
13 fees, pursuant to Labor Code §§ 226 and 1194, Code of Civil Procedure § 1021.5, and all other  
14 applicable statutes;

15 K. Award pre-judgment and post-judgment interest, as provided by law; and

16 L. Order such other and further legal and equitable relief as this Court deems  
17 necessary, just, and proper.

18  
19 Respectfully submitted,

20 Dated: June \_\_\_\_, 2017

SANFORD HEISLER SHARP, LLP

21  
22 By: \_\_\_\_\_

Michael D. Palmer (admitted *pro hac vice*)

23  
24 *Attorney for Plaintiffs and the Class*  
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26  
27  
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