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Superior Court of CA,  
County of Santa Clara  
21CV386801  
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SANTA CLARA  
11

12 KEVIN LLOYD,

13 Plaintiff,

14 vs.

15 GOOGLE, LLC, a limited liability  
16 company, doing business as GOOGLE;  
17 ADVANCED SYSTEMS GROUP, LLC, a  
18 limited liability company, and DOES 1  
through 20, inclusive,

19 Defendants.  
20

CASE NO. 21CV386801

**COMPLAINT FOR RELIGIOUS  
DISCRIMINATION, WRONGFUL  
TERMINATION, RETALIATION AND  
RELATED CAUSES OF ACTION.**

21 JURY TRIAL DEMANDED

**JURISDICTION AND PARTIES**

22 Plaintiff KEVIN LLOYD alleges:

23 1. This is an action brought under the California Fair Employment and Housing Act,  
24 Government Code §12940 *et seq.* ("FEHA") to remedy unlawful reverse religious discrimination,  
25 with related additional causes of action. *Noyes v. Kelly Services* (2007) 488 F.3d 1163.

26 2. Plaintiff KEVIN LLOYD ("Plaintiff") is citizen of the United States and a resident of  
27  
28

1 the state of California, who is living temporarily in Eugene, Oregon. Unless otherwise alleged, at  
2 all times material hereto, Plaintiff was an employee of joint employers and Defendants GOOGLE,  
3 LLC and ADVANCED SYSTEMS GROUP, LLC. The unlawful employment practices  
4 complained of herein occurred in Santa Clara County, California.  
5

6 3. **Defendant GOOGLE, LLC**, doing business (herein referred to as “Google”), is a  
7 limited liability company organized under the laws of the state of Delaware and is doing business  
8 in this State and judicial district, and is liable to Plaintiff as a direct or joint employer of Plaintiff.  
9

10 4. **Defendant ADVANCED SYSTEMS GROUP, LLC**, (“ASG”), is a limited liability  
11 company organized under the laws of California and is doing business in this State and judicial  
12 district and is liable to Plaintiff as a direct or joint employer of Plaintiff.  
13

14 5. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES  
15 1 – 20, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will  
16 amend this Complaint to allege the true names and capacities when they have been ascertained.  
17

18 6. At all times mentioned in this Complaint, Defendants Google and ASG were members  
19 of and/or engaged in a joint venture, partnership and common enterprise, and were acting within  
20 the course and scope of, and in pursuance of, the joint venture, partnership and common enterprise.  
21

22 7. Unless otherwise alleged in this Complaint, Plaintiff is informed and believes and based  
23 thereon alleges that at all times mentioned in this Complaint, each Defendant was the agent of its  
24 Co-Defendant (or Co-Defendants), and in doing the things alleged in this Complaint, was acting  
25 within the course and scope of that agency.

26 8. Defendants, and each of them, proximately caused Plaintiff to be subject to the unlawful  
27 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.  
28

9. At all times mentioned in this Complaint, Defendants, and each of them approved,

1  
2 ratified, acquiesced in, aided, or abetted the acts and omissions alleged in this Complaint.

3 10. The conduct of Defendants, and each of them, described herein was outrageous and  
4 was done with malice, fraud, and/or oppression and with conscious disregard for Plaintiff's rights  
5 and with the intent, design, and purpose of injuring Plaintiff. Defendants, by and through their, and  
6 each of their, officers, managing agents, and/or supervisors authorized, condoned and/or ratified  
7 the unlawful conduct described above. By reason thereof, Plaintiff is entitled to an award of  
8 punitive damages in an amount according to proof at trial.  
9

10 11. All conditions precedent to jurisdiction under FEHA, Government Code §12960 have  
11 occurred or been complied with. A Notice of Case Closure and Right to Sue dated July 19, 2021  
12 was received from the Department of Fair Employment and Housing ("DFEH") and is attached  
13 hereto as **Exhibit "A."**

14 **STATEMENT OF FACTS**  
15

16 12. By letter dated August 17, 2017, Defendant ASG offered Plaintiff the salaried position  
17 of "Associate Producer, as well as any other duties required by the Company." A true and accurate  
18 copy of this Offer Letter is attached as **Exhibit "B."** Exhibit "B" does not describe any job duties  
19 and no exhibits were attached to the copy of the letter provided to Plaintiff. Both ASG and Google  
20 classify Plaintiff as an "employee" of ASG and a "vendor" to Google.

21 13. ASG's August 17, 2017 Offer Letter also states: "You will be based off-site at our  
22 Client Google, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 but may be  
23 required to work at other locations as reasonably determined by the needs of the Company."  
24 (Exhibit "B.")  
25

26 14. Prior to reporting for work at Google, and as a condition to his employment, Plaintiff  
27 was asked to sign a 7-page "Confidential Information and Invention Assignment Agreement for  
28

1  
2 Non-Employee Workers” (Google’s “Non-Employee Agreement”). Notwithstanding the  
3 Agreement’s reference to the “parties,” the only “party” signing the Agreement was Plaintiff Kevin  
4 Lloyd. He had no opportunity to negotiate its terms and was required to sign the “Non-Employee  
5 Agreement” prior to working for Google.

6 15. The Google “Non-Employee Agreement” specifically attempts to disavow Google’s  
7 employment relationship with Plaintiff. It states, referring to Plaintiff in the first person, “Not An  
8 Employment Relationship. I acknowledge that I will provide services to Google as an employee or  
9 agent of Advanced Systems Group, LLC [Vendor/Agency/Company Name] (hereinafter  
10 “Contractor”) and not as an employee of Google. I understand and acknowledge that nothing in  
11 the Agreement or in my assignment for Google creates or shall be construed as creating an  
12 employer-employee relationship between me and Google.”

13 16. On or about September 18, 2017, Plaintiff reported for work as an Associate Producer  
14 at Google’s headquarter at 1600 Amphitheatre Parkway in Mountain View, California (the  
15 “Google Campus”). Plaintiff’s job involved the production of videos. At all times during his  
16 employment, Plaintiff worked on premises owned or controlled by Google or remotely at home on  
17 equipment owned and monitored by Google.

18 17. Throughout his employment, Plaintiff received consistent raises and promotions.  
19 Initially, he made approximately \$95,000 a year. On or about March 8, 2019, he was promoted  
20 from Associate Producer to Producer with a corresponding \$15,000.00 pay raise. There were  
21 additional raises as well so by the time of his termination, Plaintiff was making approximately  
22 \$132,000 a year.

23 18. On February 25, 2021, Plaintiff was terminated by Dee Ali of ASG at Google’s  
24 direction and for pretextual reasons, as described more fully herein. A true and accurate copy of  
25

1  
2 the Termination Email is attached as **Exhibit “C.”**

3 19. During Plaintiff’s entire period of employment with Defendants, and each of them, he  
4 worked in a Google department called **Google Developer Studio**, commonly referred to as  
5 “**GDS.**” GDS is a video group within Google, the Director of which is Peter Lubbers. On  
6 information and belief, Plaintiff alleges that Mr. Lubbers is, in turn, supervised by Jason Titus,  
7 Vice President of Google’s Developer Product Group.  
8

9 20. The GDS department at Google does work for other Google departments, which are  
10 commonly referred to as “internal clients,” even though they are two departments of the same  
11 company. Plaintiff’s primary “internal client” during his employment was the Google department  
12 **Firestore DevRel**. During his last year at Google, Plaintiff worked almost exclusively on Firestore  
13 DevRel projects. From time-to-time over his 3 years, 5 months of employment, Plaintiff also  
14 worked on projects for other Google product areas such as Flutter and TensorFlow.  
15

16 21. On the Google side, starting on or about September 18, 2017, Plaintiff was managed  
17 by regular full-time Google employee Gabe Pannell until sometime in or about 2019 when Mr.  
18 Pannell was promoted to “Manager of Executive Production.”

19 22. After Mr. Pannell’s promotion in or about 2019, there was an intervening level of  
20 Google managers called “Executive Producers” between Plaintiff and Mr. Pannell, who reported to  
21 Mr. Pannell. The first to hold this position was M.E. Francis, followed by Nilesh Bell-Gorsia.  
22

23 23. Plaintiff is informed and believes and based thereon alleges that both Peter Lubbers,  
24 Director of the GDS department, and Gabe Pannell, Plaintiff’s initial supervisor and Mr. Lubbers’  
25 direct report, are members of the Fellowship of Friends, a religious organization based in Oregon  
26 House, California. Many experts, family members, and ex-members describe the Fellowship of  
27 Friends as a destructive cult.  
28

1  
2 24. Plaintiff's supervisor Gabe Pannell told Plaintiff he had known Peter Lubbers for  
3 many years because he, Gabe, had grown up in the same community in Oregon House, California  
4 where Mr. Lubbers lived, and where they both owned property.

5 25. The Fellowship of Friends was founded by Robert Earl Burton in 1970 as a school of  
6 spiritual development in the Fourth Way Tradition, deriving from the teachings of G.I. Gurdjieff  
7 and P.D. Ouspensky, but veering off in its own direction. There are on-line support groups for  
8 former Fellowship of Friends members to help them process the trauma endured during their  
9 membership, as well as problems that arise after leaving.  
10

11 26. At the time of filing this Complaint, the Fellowship's website states that the group has  
12 "more than 50 centers, located in most of the major cities of the world." The headquarters and  
13 "spiritual center" is the 1200 acre compound in Oregon House, California that they call "Apollo."  
14 The website claims that "more than 600 members" live there.  
15

16 27. On information and belief, Plaintiff alleges the following facts about the Fellowship,  
17 which Plaintiff will prove with expert testimony. The Fellowship of Friends is an exclusive group.  
18 For Fellowship members, the Fellowship comes first, ahead of all other considerations. As a loyal  
19 member, Mr. Lubbers would do everything possible to help the Fellowship through his personal  
20 and professional life, which certainly included his position at Google. The ends justify the means.  
21 Anyone outside of the Fellowship is seen as somehow inferior and at times adversarial. Those that  
22 express serious concerns, criticism or question the group may be eventually perceived as enemies.  
23

24 28. On information and belief, Plaintiff alleges the following facts about the Fellowship,  
25 which Plaintiff will prove with expert testimony. Mr. Lubbers gained status and praise relative to  
26 the increase of money flowing to the Fellowship through his efforts at Google that put (and kept)  
27 other Fellowship members --- directly or indirectly --- on Google's payroll. Most, if not all, of the  
28

1 Fellowship of Friends members in Peter Lubbers' GDS department got their jobs initially through  
2 ASG.  
3

4 29. Plaintiff alleges that Peter Lubbers was influential in Defendants' decisions to hire  
5 many of Mr. Lubbers' close friends and associates from the Fellowship of Friends, including  
6 several of his own family members, as ASG "vendors" who worked full-time in Google's GDS  
7 department, under Mr. Lubber's direction.  
8

9 30. On information and belief, Plaintiff alleges that Peter Lubbers encouraged his  
10 Fellowship friends and family members to apply for jobs with ASG and then gave preference to  
11 those applicants for positions within the GDS department. Plaintiff alleges that Peter Lubbers was  
12 a conduit for Fellowship members to obtain well-paying jobs at Google with opportunities for  
13 advancement within Google.  
14

15 31. The numbers tell the story. Shortly after Plaintiff was hired in 2017, there were about  
16 25 other people in the GDS department in Mountain View where he worked. Plaintiff alleges that  
17 at least 12 out of these 25 employees were members of the Fellowship of Friends based on personal  
18 Plaintiff's observations, and the fact so many of them have told him they are from Oregon House.  
19 (More recently, Fellowship members have described themselves to Plaintiff as being from "Grass  
20 Valley," a larger small town in the California foothills not too far from Oregon House.) The GDS  
21 department in Mountain View has expanded considerably since Plaintiff started working there and  
22 the statistics are not presently available to him.  
23

24 32. The hiring, promotion, and advancement opportunities given to Fellowship members  
25 *because of their membership in the Fellowship of Friends*, was in violation of the anti-  
26 discrimination provisions of the Fair Employment and Housing Act, and came at the expense of  
27 those not belonging to the Fellowship and has had substantial adverse effects on Plaintiff's well-  
28

1  
2 being while working on the Google Campus.

3 33. Defendants, and each of them, attempt to categorize the people working at Google into  
4 two groups. Those in the first group are the regular full-time regular Google employees,  
5 informally called “Googlers.” Those in the second group are the “TVCs,” which is Google  
6 shorthand for workers categorized as “Temps, Vendors, and Contractors.” “TVCs” generally  
7 receive a lower compensation and benefit package than the regular full-time “Googlers” who are  
8 doing the same work.  
9

10 34. In addition to the lower wage and benefit package generally provided to “TVCs,”  
11 Google’s “Non-Employee Agreement” explicitly forbids TVCs from using or participating in the  
12 “many perks Google offers to its employees.” They are treated as second-class workers. At the  
13 same time, the “TVCs” are held to the same standards and “Code of Conduct” as Google’s regular,  
14 full-time employees. (Google’s “Non-Employee Agreement” states: “I agree to adhere to the terms  
15 of Google’s Code of Conduct and to report any violations of the Code.”)  
16

17 35. At all relevant times, the workers assigned by ASG to work on-site at Google, such as  
18 Plaintiff, were considered by Defendants to be “Vendors.” After starting with Google as a  
19 “Vendor,” ASG employees had increased access to full-time positions with Google and were  
20 frequently first in line for those jobs. It was commonly said that when employees made the  
21 transition from TVC to regular, full-time Google employment, they “converted” to Google  
22 employment, which included higher pay, more benefits, and access to all the previously-denied  
23 “perks.”  
24

25 36. Notwithstanding Google’s “Non-Employee Agreement,” Google was in fact Plaintiff’s  
26 joint employer. *Jimenez v. U.S. Continental Marketing, Inc.* (2019) 41 Cal. App. 5th 189.  
27 Throughout the entire term of Plaintiff’s employment, Defendant Google exercised most, if not all,  
28



1 of the direction and control over Plaintiff's work. Plaintiff reported for work every day at premises  
2 owned or controlled by Google. Plaintiff did all his video production work on video equipment  
3 presumably owned by Google (the equipment had "GDS" marked on it). Plaintiff's co-workers  
4 included both "TVCs" and regular, full-time "Googlers." Google, not ASG, set all work and  
5 production schedules for the video projects produced by Plaintiff, and Google approved all  
6 assignments (and directed the re-assignments) of all personnel staffing those projects.  
7

8  
9 37. Before Plaintiff was hired, he had a brief interview with Jody Boatwright at ASG,  
10 during which Mr. Boatwright told him that Google wanted to interview him for the job of  
11 "Associate Producer." He then had six (6) separate job interviews with five (5) different people  
12 from Google's GDS department (Gabe Pannell interviewed him twice). After the Google  
13 interviews were completed, he met again with Mr. Boatwright to negotiate his "Associate  
14 Producer" salary. Nothing was ever discussed during either ASG interview about the details of the  
15 awkwardly titled "Associate Producer, as well as any other duties" job itself or the work for which  
16 he was being hired.  
17

18 38. Plaintiff had both ASG and Google managers, but the Google managers were the only  
19 ones who directed or controlled Plaintiff's day-to-day work. Google is routinely engaged in video  
20 production as one of its primary areas of business. There are full-time direct employees of Google  
21 -- some of whom had converted from "TVC" status including his former direct supervisor, Gabe  
22 Pannell --- who do the exact same type of work as Plaintiff. Mr. Pannell quickly advanced from  
23 "Producer" to "Senior Producer" to "Executive Producer," doing the same type of work as Plaintiff  
24 producing videos for Google, *all while employed by Google as a regular full-time employee.*  
25

26 39. In fact, Google produces so many videos that there is a yearly, internal video  
27 conference (for Google employees) called the "Google Video Summit." Plaintiff attended these  
28

1 events identified by Google as a Google employee --- not ASG's --- and led yearly workshops.

2  
3 40. Google selected Plaintiff as a panelist for a 2020 "Learning Series." He presented  
4 on an October 7, 2020 event called "Remote Livestream Production." In the handouts for the  
5 Livestreaming event, another member of the Panel, who worked at a company called Argus HD,  
6 was described as "Executive Producer, Argus HD." In the written materials, Plaintiff was  
7 described as a "Video Producer, Google DevRel," and his photograph was captioned with the title  
8 "Firebase Producer," with no mention of ASG. (The third panelist, a full-time Google employee  
9 who used to be Plaintiff's Google manager, was described as an "Executive Producer.")

10  
11 41. Throughout his employment, Defendant Google provided Plaintiff with multiple all-  
12 access and "lawn" badges for various Google events and conferences. These badges identified  
13 Plaintiff as affiliated with the "Google Developer Studio," and more often, simply "Google" or  
14 even "Googler." ASG's name does not appear on any of the printed badges in Plaintiff's  
15 possession.  
16

17 42. During the entire term of Plaintiff's employment, ASG's supervision and management  
18 over him was minimal to non-existent, although his most recent ASG supervisor, Ben Jay, did a  
19 better job than his predecessors. On the ASG side, Plaintiff initially reported to "Cleave Frink,  
20 Video Production Manager." (Exhibit "B.") Mr. Frink's management style was perfunctory and  
21 ineffective. He scheduled a lunch meeting with Plaintiff once a month, which he frequently  
22 cancelled. When the meetings did occur, they did not talk about work at all. Plaintiff is informed  
23 and believes and based thereon alleges that Mr. Frink was fired about nine months into Plaintiff's  
24 employment. Plaintiff estimates they met only about four or five times during Mr. Frick's tenure.  
25 Mr. Frink was not replaced for six or seven months, during which time Plaintiff had zero contact  
26 with ASG. Tomoko Lee, his next ASG manager, lasted about a year. Ms. Tomoko had no context  
27  
28

1  
2 for Plaintiff's work and rarely knew anything about his video projects. During their monthly  
3 meetings, Ms. Lee asked him if there was anything he wanted to talk to her about and would say  
4 things like, "let's come up with things to talk about in future meetings." About three months  
5 before Plaintiff's termination, Ms. Lee was replaced by Ben Jay, based in London, England.

6 43. Gabe Pannell was Plaintiff's direct Google supervisor from his September 2017 hire  
7 date to sometime in 2019, when Mr. Pannell was promoted and became Plaintiff's second-level  
8 supervisor. Among other things, Mr. Pannell is alleged to have problems with anger management,  
9 on-the-job alcohol and potential drug abuse, and verbal abuse of his subordinates.  
10

11 44. On information and belief, Plaintiff alleges that throughout 2017 and 2018 Mr. Pannell  
12 attended video shoots intoxicated, caused unnecessary interruptions, and on occasion threw things  
13 at the presenter when he wasn't happy with the performance. Another colleague told Plaintiff that  
14 when she attempted to report Mr. Pannell's frequent bouts of gross unprofessionalism to her ASG  
15 manager, her manager said words to the effect of, "Why are you telling me this? Don't tell me  
16 this."  
17

18 45. On the morning of the 2018 "Google Video Summit" in Venice Beach, California, Mr.  
19 Pannell loudly told Plaintiff that a certain co-worker was "useless" and was going to be fired,  
20 referring to the co-worker with a homophobic slur. The co-worker, who was standing less than ten  
21 feet from Mr. Pannell and looking directly at him during this outburst, was fired shortly afterward.  
22

23 46. Despite all his shortcomings, Mr. Pannell ascended the Google ranks more quickly than  
24 Plaintiff and other non-Fellowship members. Mr. Pannell was only with ASG for about 6 months  
25 before he was "converted to" regular full-time employment status with Google, which was a  
26 noticeably short period of time compared to other employees. Under the direction of Peter  
27 Lubbers, and with similar speed, Mr. Pannell soon reached "Manager of Executive Production,"  
28

1  
2 which was the top level of management below Mr. Lubbers in the GDS department.

3 47. Other examples of the hiring and promotion of unqualified individuals from the  
4 Fellowship of Friends include the hiring of Fellowship member Hillary Pierce as the Head of  
5 Localization, where knowledge of more than one human language is typically seen as a job  
6 requirement. Plaintiff alleges that Ms. Pierce is mono-lingual in English. Fellowship member  
7 Sean Searle joined GDS as a Project Manager, having previously worked only on a personal  
8 project for Peter Lubbers and having primarily gardening and landscaping experience. One of  
9 Peter Lubbers' sons was hired with regularity as a DJ to provide music at Google events, while the  
10 other son worked freelance as an Editor for the GDS department. On information and belief,  
11 Plaintiff alleges that Peter Lubbers' wife was also on the ASG/Google payroll. While she  
12 frequently attended Google events as paid staff, Plaintiff could not determine her role at these  
13 events.  
14

15 48. Google paid substantial money to Fellowship-affiliated vendors, including buying  
16 wine from a winery in Oregon House called "Grant Marie," which was often used at Google  
17 events. On information and belief, Plaintiff alleges that on one or more occasions, Google paid for  
18 the services of a Fellowship-based photographer and bartenders for Google events. Plaintiff is also  
19 informed and believes and based thereon alleges that Google has paid, in full or in part, for the  
20 installation of a state-of-the-art sound studio in a Fellowship member Peter van Staten's Oregon  
21 House residence. At all relevant times, Mr. Van Staten was an ASG "vendor" who worked full-  
22 time in Google's GDS department.  
23

24 49. In or about early to mid-2018, Plaintiff first became aware of the Fellowship of  
25 Friends and its discriminatory impact on his workplace. It came to his attention because so many  
26 people told him they were from Oregon House, he grew curious, and because a co-worker had told  
27  
28

1  
2 him Oregon House was a hub for a “cult.” Plaintiff’s preliminary research into Oregon House and  
3 the Fellowship of Friends described the Fellowship as a destructive cult, with a pedophilic leader  
4 who makes false prophecies about the end of the world. Plaintiff became alarmed that Google was  
5 involved with and/or financially supporting such an organization.

6         50. In or about late 2018, within days of Ray Tarara becoming a regular full-time Google  
7 employee, Jamie Baughman, a regular full-time Google manager with the job title of “Managing  
8 Producer of Google Developer Studios” told Plaintiff that if he ever had a problem too big to  
9 handle on his own, he should go talk to Ray Tarara. On information and belief, Plaintiff alleges  
10 that Mr. Baughman reported directly to Peter Lubbers.  
11

12         51. In or about late 2018, after Ray Tarara was “converted” from ASG status and became  
13 a regular full-time Google employee, Plaintiff approached him at work to share what he had  
14 discovered about the Fellowship of Friends, and to let Mr. Tarara know that there were Fellowship  
15 members in influential positions at Google who were making discriminatory decisions at the  
16 workplace based on Fellowship membership. Plaintiff also wanted to talk to Mr. Tarara about the  
17 frequent use of Fellowship-affiliated vendors at Google events, including Google’s purchases of  
18 wine from the “Grant Marie” winery.  
19

20         52. At the time of Plaintiff’s late-2018 conversation with Mr. Tarara, he was the highest-  
21 ranking manager on the GDS team whom Plaintiff felt he could trust who was not a Fellowship  
22 member. Plaintiff started the conversation with Mr. Tarara on the Google Campus, but when Mr.  
23 Tarara realized the subject matter, he interrupted Plaintiff and said they should go off campus to  
24 discuss it over lunch. Plaintiff thought this was unusual because there were so many food options  
25 available on campus.  
26

27         53. They went to the Yugen Ramen Restaurant in downtown Mountain View, which bills  
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1  
2 itself as having a “semi-private atmosphere.” Plaintiff told Mr. Tarara about the Fellowship  
3 members in the GDS department and how their well-being and professional success were being  
4 prioritized over that of other employees in a discriminatory manner based on Fellowship  
5 membership. Plaintiff told Mr. Tarara how Gabe Pannell was being shielded from punishment for  
6 his bad behavior because he, like his boss, was a Fellowship member. Plaintiff told Mr. Tarara that  
7 Google should discontinue the services of a Fellowship of Friends-affiliated vendors, including but  
8 not limited to the winery, because supporting the cult was wrong. He also talked about his  
9 discomfort with Google’s supporting a “doomsday cult” and its “pedophilic” leader. He urged Mr.  
10 Tarara to take the matter to the next level at Google, saying, “We have to do something about this!”  
11

12 54. During this late 2018 meeting, Mr. Tarara told Plaintiff he already knew about the  
13 existence of the Fellowship at Google because another employee had told him. Mr. Tarara seemed  
14 surprised that Plaintiff knew about the Fellowship and wanted to know who had told him. He also  
15 asked Plaintiff who else knew about it.  
16

17 55. Mr. Tarara told Plaintiff during this meeting that after he found out about the  
18 Fellowship presence at Google, he was ready to “jump ship” but he talked himself out of it. Mr.  
19 Tarara said words to the effect of, “I like my job. This bothered me when I first heard about it, but  
20 it’s best to forget about it.” He also stated to Mr. Lloyd during the car ride to the restaurant not to  
21 write anything about the Fellowship. He told Plaintiff not to speak of the Fellowship with anyone  
22 else, stating, “Peter [Lubbers] is a powerful guy, you could lose your job” and warning that the  
23 whole department could be shut down and they could both lose their jobs if Plaintiff pushed the  
24 issue.  
25

26 56. Notwithstanding Mr. Tarara’s directives to remain silent, Mr. Lloyd told Mr. Tarara he  
27 wasn’t going to let it go. Plaintiff tried to talk to Mr. Tarara about the issue on two more occasions  
28

1  
2 in mid- and late 2019. Both conversations took place away from work and off work hours. Mr.  
3 Lloyd believes it changed the nature of their relationship for the worse. Previously, they had  
4 enjoyed a very friendly relationship, socializing together outside of work.

5 57. On July 1, 2019, Plaintiff was taken to the Emergency Room for chest pains and  
6 difficulty breathing. He thought he was having a heart attack. The doctors determined that it was a  
7 panic attack, brought on by stress, which at that time in Plaintiff's life, was primarily caused by  
8 Fellowship-related issues at work. (In the preceding months, he had started to see a doctor for an  
9 irregular heartbeat.) Plaintiff was having real difficulties accepting that he may be tacitly  
10 supporting the operations of harmful cult and he was further burdened with the directive from Ray  
11 Tarara not to tell anyone about it. He was upset by the possibility that a local event he produced  
12 could somehow be used to funnel money back into the Fellowship of Friends. As time went on,  
13 these concerns took an increased toll on Plaintiff's physical and emotional health.  
14

15  
16 58. One December 2019 evening at Ray Tarara's house, he and Plaintiff had a final heated  
17 discussion about the Fellowship of Friends. Plaintiff once again told Mr. Tarara that he was upset  
18 by the influence of the Fellowship at work and the channeling of Google's money to Fellowship-  
19 affiliated vendors. Plaintiff told him that they had ignored this too long and he was having trouble  
20 sleeping at night because of it. A visibly frustrated Mr. Tarara responded that there was nothing  
21 they could do about it and that they were both going to lose their jobs if he told anyone. Mr. Tarara  
22 said clearly that he was not interested in hearing anything more about the Fellowship. Plaintiff told  
23 him that Mr. Tarara could sit back and do nothing but that he, Plaintiff, was going to try and do  
24 something about it. After the final conversation in December 2019, Mr. Tarara avoided talking to  
25 Plaintiff one-on-one.  
26

27 59. A few days after their December 2019 conversation at Mr. Tarara's house, Mr. Tarara,  
28

1  
2 even though he was not Plaintiff's manager (or in his management "chain of command") took it  
3 upon himself to investigate files relating to Plaintiff's current projects and send an email  
4 complaining about Plaintiff's alleged "shocking" lack of written notes. Mr. Tarara also took the  
5 opportunity to criticize Plaintiff's request for a new editor and disparage his work ethic. Mr.  
6 Tarara sent an apparent copy of his email to Plaintiff's Google manager at the time, M.E. Francis,  
7 but nothing apparent was sent to his ASG manager.  
8

9 60. During his employment, Plaintiff's almost exclusive "internal client," Firebase DevRel,  
10 expressed satisfaction with Plaintiff's work and wanted to continue working with him. On  
11 information and belief, Plaintiff alleges that or about December, 2020 and January and February  
12 2021, Firebase DevRel staff initiated contacts with Peter Lubbers and Gabe Pannell, to discuss  
13 ways in which they could "convert" Plaintiff to a regular full-time Google employee or otherwise  
14 have Plaintiff work directly for Firebase DevRel.  
15

16 61. On information and belief, Plaintiff alleges that in or about January or February, 2021,  
17 Todd Kerpelman and/or David East (both regular full-time Google employees in the Firebase  
18 DevRel department), approached Plaintiff's Google supervisor, Gabe Pannell, to talk to him about  
19 Plaintiff working directly for Firebase. On information and belief, Plaintiff alleges that Mr.  
20 Pannell denied his/their request and Mr. Kerpelman scheduled a meeting with the Director of the  
21 Firebase DevRel department, Rich Hydeman, to discuss the matter further.  
22

23 62. On information and belief, Plaintiff alleges that Mr. Hydeman, the leader of the  
24 Firebase DevRel department, set up a meeting with Peter Lubbers, GDS Director, to discuss  
25 Plaintiff's working directly with Firebase DevRel and that their meeting took place in February  
26 2021 about a week or so before Plaintiff was terminated.  
27

28 63. Starting in or about the summer or fall of 2020, Plaintiff was told by his manager, Ben



1  
2 Jay, that they were interested in making him a Senior Producer. Plaintiff estimates the salary for  
3 this position to be \$145,000 to \$155,000 a year.

4 64. First thing in the morning on February 24, 2021, the day before he was terminated,  
5 Plaintiff had a remote meeting with his two managers who are both based in London: Ben Jay with  
6 ASG and Nilesh Bell-Gorsia with Google. The February 24, 2021 meeting was routine and  
7 pleasant. For discussion during their meeting, Mr. Bell-Gorsia had forwarded to Plaintiff a  
8 document that outlined some of Plaintiff's new job responsibilities and referenced Plaintiff --- and  
9 several of his work colleagues --- as a "Senior Producer," which would have been a promotion for  
10 him. On information and belief, Plaintiff alleges that by February 25, 2021, every person named in  
11 the document was promoted to "Senior Producer" except him.  
12

13 65. On or about February 23, 2021, Plaintiff got word from Anna Lena Isaksson, an ASG  
14 manager, that the team's editor, "J.M." was being moved off his current Firebase DevRel  
15 assignment. Plaintiff talked to "J.M." and established that he did not actually want to leave  
16 Firebase. Plaintiff obtained "J.M.'s" permission to advocate for keeping him as a Firebase editor.  
17

18 66. In or about February 2021, Plaintiff spoke to Firebase DevRel Google regular full-time  
19 employees Frank ("Puf") Van Puffelen and Todd Kerpelman, who told him they did not want to  
20 lose "J.M." to another department. Mr. Kerpelman complained that they were never consulted on  
21 personnel changes and that that was a problem. They both concurred in and agreed with the idea of  
22 Plaintiff's sending an email asking to keep the editor.  
23

24 67. On information and belief, Plaintiff alleges that Firebase DevRel staff also  
25 communicated with Mr. Tarara and stated that everything Plaintiff had said about "J.M." was  
26 accurate; they wanted to continue working with him on Firebase DevRel projects.  
27

28 68. On or about February 23, 2021, Plaintiff contacted Anna Lena Isaksson, the ASG

1  
2 manager (in the “post lead” position), and told her that Firebase would love to keep working with  
3 “J.M.” on their projects. He asked her if they could keep “J.M.” in Firebase. She told Plaintiff she  
4 did not see this as likely but suggested that Plaintiff could escalate it to Ray Tarara. Ms. Isaksson  
5 agreed that it was appropriate for Plaintiff to send an email to Mr. Tarara on this issue and asked  
6 that he send a copy to her. She also told Plaintiff words to the effect of, “If I were you, I would do  
7 the same thing.”  
8

9 69. At or about 4:00 pm on February 23, 2021, Plaintiff sent an email to Ms. Isaksson and  
10 Mr. Tarara. He also copied the two Firebase employees who had asked him to advocate for  
11 keeping the editor. Plaintiff’s email, in its entirety (with name redacted), stated:

12 “I have heard that a promotion may be in the cards for our editor [J.M. I think  
13 that’s great! He’s an extraordinarily capable editor and I’ve come to depend on  
14 him as a collaborator, as have others among Firebase DevRel. We absolutely do  
15 not want to get in the way of his path forward, but we’d like to continue to be a  
16 part of that path.

17 I’m asking if there’s a possibility for [“J”] to stay on with us as our editor.  
18 We’ve gone through a few in the past year and change. The transitions have at  
19 times been difficult. As of recently, with [“J’s”] help, I feel like our experience  
20 with post is among the best it has ever been. We’d like to preserve that, if at all  
21 possible.

22 I appreciate the difficult situation you may be in, trying to carve out for him a  
23 new role. Please, if you can, make Firebase a part of that role.

24 70. As mentioned above, on the morning of February 24, 2021, Plaintiff had a remote  
25 meeting with his two managers, Ben Jay with ASG and Nilesch Bell-Gorsia with Google, who  
26 shared a document with him identifying Plaintiff as a “Senior Producer,” which would have been a  
27 promotion. By reviewing tracked changes in the document provided to him by his managers,  
28 Plaintiff saw that his former direct (and then current indirect) supervisor Gabe Pannell had edited  
his name off the document identifying him as “Senior Producer” and replaced his name with

1  
2 someone else's name. The tracked document showed that Mr. Pannell did this on February 24,  
3 2021, the day before Plaintiff's termination.

4 71. While scheduling the February 24, 2021 meeting with his ASG manager Ben Jay,  
5 Plaintiff noticed that Mr. Jay had a meeting scheduled later that same day with Mr. Jay's senior  
6 ASG manager, Melanie Freeberg. On information and belief, Plaintiff alleges that he was a topic  
7 of discussion during this meeting.  
8

9 72. Prior to the February 24th morning video meeting with his two managers, Plaintiff had  
10 sent them a copy of his February 23, 2021 email for discussion. When Plaintiff brought up the  
11 email, Mr. Jay told Plaintiff words to the effect of, "Actually, I want to briefly chat about that after  
12 our meeting." After the Google manager had disconnected, Mr. Jay told Plaintiff that "this isn't a  
13 big deal," but people in GDS had noticed the email and were disappointed Plaintiff didn't deal with  
14 the issue internally. Mr. Jay told him he thought the issue would just "blow over" and asked that  
15 Plaintiff talk to him in advance next time. As his direct ASG supervisor, Mr. Jay told Plaintiff he  
16 should not worry about his February 23rd email.  
17

18 73. On or about February 24, 2021, Plaintiff received an email from GDS "Managing  
19 Producer" Jamie Baughman, which painted Plaintiff's February 23rd email in a very bad light, and  
20 strongly chastised Plaintiff for sending it to Google's "internal partner," Firebase DevRel. At all  
21 relevant times, Mr. Baughman reported to GDS Director Peter Lubbers.  
22

23 74. Responding to the point about sending the February 23, 2021 email to the Firebase  
24 DevRel employees, Plaintiff emailed Jamie Baughman:

25 "I realize my mistake in sending this email and I apologize for sending it.

26 I had sent it after a conversation with both Puf and Todd and I wanted to include  
27 them, but in retrospect: I did not follow the proper procedure in raising this as an  
28 issue and for that I am regretful."

1  
2  
3 75. On February 24, 2021, Plaintiff contacted ASG Manager Melanie Freeberg --- who  
4 was the next closest ASG manager in his report structure in his time zone. This was only the third  
5 remote face-to-face meeting Plaintiff had had with Ms. Freeberg. Plaintiff told her he thought his  
6 email had been taken the wrong way and he wanted to make things right. She said she would see  
7 about scheduling some time for a meeting later in the week.

8 76. Plaintiff began the day on February 25, 2021 by speaking with his ASG manager, Ben  
9 Jay. Plaintiff again apologized to Mr. Jay for sending his email to the Firebase people. Mr. Jay  
10 responded with something along the lines of, "Yeah, I don't personally see what all the fuss is  
11 about" and acknowledged that it had become a bigger deal than he expected. Plaintiff mentioned  
12 that he appeared to have lost a promotion that had been decided in his favor. Mr. Jay told Plaintiff  
13 he didn't know anything about the promotion.  
14

15 77. When scheduling his February 25, 2021 meeting with Mr. Jay, Plaintiff noticed that  
16 Mr. Jay had a meeting with Melanie Freeberg, the other ASG manager, right after his meeting with  
17 Plaintiff. On information and belief, Plaintiff alleges that he was discussed in that meeting.  
18

19 78. At some point on February 25, 2021, Melanie Freeberg contacted Plaintiff to let him  
20 know she wanted him to meet with him at 6:30 that evening. While confirming that meeting  
21 on a mutually-accessible calendaring program, Plaintiff noticed that Ms. Freeberg had an earlier  
22 meeting scheduled that day with Google employees Jamie Baughman and Ray Tarara, both of  
23 whom reported to Peter Lubbers. On information and belief, Plaintiff alleges that he was discussed  
24 in this earlier meeting.

25 79. Plaintiff appeared at the 6:30 pm meeting on February 25, 2021 by Google Meet.  
26 Melanie Freeberg did not appear. Instead, the ASG representative at the meeting was Dee Ali,  
27  
28

1  
2 ASG's "Director of People Operations." (Exhibit "C.") On information and belief, Plaintiff  
3 alleges that Ms. Ali was the top human resource professional at ASG in the time period before,  
4 during, and after his termination on February 25, 2021.

5 80. ASG's "Director of People Operations" Dee Ali told Plaintiff she did not know why he  
6 was being fired and could not give Plaintiff a reason for his termination. Instead, she asked him if  
7 he knew why he was being fired. Ms. Ali also told Plaintiff she didn't know anything about his  
8 February 23, 2021 email.

9  
10 81. On February 26, 2021, the day after Plaintiff lost his job, his ASG supervisor Ben Jay  
11 sent him a LinkedIn message stating, "Yes, seemingly didn't quite blow over as I thought it  
12 would."

13 82. Based upon information and belief, Plaintiff alleges that after he was terminated,  
14 members of the Firebase DevRel staff petitioned Google to have him reinstated. Todd Kerpelman,  
15 Manager of the Firebase DevRel department, when learning of Plaintiff's termination, sent a  
16 LinkedIn message to Plaintiff which stated: "Wow... that's really bizarre and surprising." A  
17 second message to Plaintiff from Mr. Kerpelman stated, "Well, I'm certainly going to send some  
18 strongly worded chat messages around here and see if I can find out more. I honestly don't really  
19 know what else to say here but this seems pretty messed up." After confirming with Plaintiff that  
20 he would return to Google if he had a job, Mr. Kerpelman told Plaintiff that he'd take it upon  
21 himself to try and get him reinstated.

22  
23 83. Based upon information and belief, Plaintiff alleges that Sumit Chandel, "Senior  
24 Developer Advocate" on the Firebase DevRel team, also made efforts to reinstate Plaintiff. Mr.  
25 Chandel attempted to organize a meeting with Peter Lubbers, the person he believed to be the real  
26 decision-maker concerning Plaintiff's continued employment. On information and belief, Plaintiff  
27  
28

1  
2 alleges that a representative of Google's HR Department directed Mr. Chandel not to get involved  
3 and the meeting never took place.

4 84. At all times relevant herein, Plaintiff was in all respects qualified for his position as  
5 Producer. During his employment with Defendants, and each of them, Plaintiff had a history of  
6 success in assigned work, managing projects, and exceeding expectations. His Firebase DevRel  
7 "internal client" colleagues were very pleased with his work and had come up with the idea to  
8 create a new role for Plaintiff so they could work more closely together. The day before he was  
9 terminated, Plaintiff was on a list for getting a promotion to Senior Producer. There was no  
10 legitimate business reason for him to have been fired.  
11

12 85. Plaintiff was terminated for pretextual reasons. The real reason he was terminated  
13 was retaliation primarily because of his prior complaints against the Fellowship of Friends, and  
14 also because of his perceived disloyalty to upper management of the GDS department when he  
15 sought to work for Firebase DevRel directly. Loyalty means a lot to Mr. Lubbers, who had an  
16 intensely loyal captain in Gabe Pannell and extremely loyal lieutenants in Ray Tarara and Jamie  
17 Baughman.  
18

19 86. Defendants, and each of their, discriminatory conduct included giving employment  
20 preferences to members of the Fellowship of Friends in terms of hiring, promotions and other terms  
21 and conditions of employment. This discriminatory conduct includes, but is not limited to, the  
22 preferential treatment of Gabe Pannell notwithstanding his alleged performance deficiencies, the  
23 hiring in the GDS department of unqualified individuals from the Fellowship, the repeated use of  
24 Fellowship-affiliated vendors, and retaliation against those who opposed the discriminatory  
25 conduct.  
26

27 87. Plaintiff was seen by Mr. Lubbers and his upper-level subordinates as disloyal and was  
28

1 terminated as a result of their dissatisfaction with him because he complained about the  
2 Fellowship, notwithstanding his superior performance and value to the Firebase DevRel team.  
3 Those who opposed the preferential treatment given to Fellowship members, including but not  
4 limited to Plaintiff, were no longer welcome in the GDS department.  
5

6 88. Because of the set-up with Defendant ASG, all that was needed for the GDS  
7 department to get rid of a troublesome "Vendor" such as Plaintiff was to tell ASG that the  
8 particular "Vendor" was no longer needed. In Plaintiff's case, once upper GDS management had  
9 decided to get rid of him and at their direction, ASG summarily terminated Plaintiff's employment  
10 without providing any legitimate business reasons, or any reasons whatsoever.  
11

12 89. Despite their knowledge of the GDS Department's hiring and other discriminatory  
13 employment practices, Defendants, and each of them, failed and continue to fail to take appropriate  
14 corrective action.  
15

### 16 DAMAGES

17 90. As a direct, foreseeable and proximate result of Defendants', and each of their,  
18 conduct, Plaintiff has lost back pay, front pay and other employment benefits including health  
19 insurance, employment and career opportunities, deprivation of a career opportunity and has  
20 suffered other economic loss in an amount that exceeds \$50,000.00, the precise amount of which  
21 will be proven at trial.  
22

23 91. As a direct, foreseeable and proximate result of Defendants', and each of their,  
24 conduct, Plaintiff has incurred legal costs, attorneys fees and costs of suit, the precise amount of  
25 which will be proven at trial.

26 92. As a direct, foreseeable and proximate result of Defendants', and each of their,  
27 conduct, Plaintiff has suffered great anxiety, humiliation, embarrassment, anger, loss of enjoyment  
28

1  
2 of life, and emotional distress in an amount which exceeds \$50,000.00, the precise amount of  
3 which will be proven at trial.

4 **FIRST CAUSE OF ACTION**  
5 **(FEHA, Government Code §12900 *et seq.*)**  
6 ***Against All Defendants***

7 93. Plaintiff realleges and incorporates herein by reference as though fully set forth the  
8 allegations of Paragraphs 1 through 92, inclusive, above.

9 94. Plaintiff is an employee within the meaning of California Government Code  
10 §12926(c).

11 95. All Defendants are employers within the meaning of California Government Code  
12 §12926(d), employing five or more persons, directly or indirectly, in the State of California.

13 96. Plaintiff was subject to unlawful religious discrimination by Defendants, and each of  
14 them, in violation of the California Fair Employment and Housing Act, Government Code §12940,  
15 which has caused and will continue to cause Plaintiff damages, including but not limited to  
16 emotional distress, humiliation, embarrassment, loss of enjoyment of life, stress, mental anguish,  
17 lost pay and benefits, lost job, and damages to future employability all in an amount according to  
18 proof at trial.

19 97. Plaintiff is (a) not a member of the Fellowship of Friends, and (b) complained about  
20 Fellowship members receiving benefits and promotions *because of their Fellowship status*. These  
21 two facts were substantial factors in Defendants', and each of their, decision to terminate Plaintiff's  
22 employment.

23 98. By virtue of their "turning a blind eye" and failing to take appropriate corrective  
24 measures, non-Fellowship managers at Google have supported the discriminatory practices in their  
25 efforts to protect their perceived interests in the GDS department. While not Fellowship members,  
26  
27  
28



1  
2 managers Ray Tarara and Jamie Baughman have authorized, condoned and/or ratified the illegal  
3 conduct by their actions and inactions in this matter.

4 99. Defendants', and each of their, discriminatory actions against Plaintiff, as alleged  
5 above, constituted unlawful discrimination in employment on account of religion in violation of  
6 FEHA at Government Code §12941. As a proximate result of Defendants', and each of their,  
7 discriminatory actions, Plaintiff has been harmed in that he has suffered the loss of wages, benefits,  
8 and other terms and conditions of employment, such as the opportunity for advancement and  
9 reasonably competent management.  
10

11 100. The conduct of Defendants described herein was outrageous and was done with  
12 malice, fraud, and/or oppression and with conscious disregard for Plaintiff's rights and with the  
13 intent, design, and purpose of injuring Plaintiff. Defendants, by and through their, and each of  
14 their, officers, managing agents, and/or supervisors authorized, condoned and/or ratified the  
15 unlawful conduct described above. By reason thereof, Plaintiff is entitled to an award of punitive  
16 damages in an amount according to proof at trial.  
17

18 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
19 hereinafter set forth.

20 **SECOND CAUSE OF ACTION**  
21 **(Wrongful Termination in Violation of Public Policy)**  
22 ***Against All Defendants***

23 101. Plaintiff realleges and incorporates herein by reference as though fully set forth the  
24 allegations of Paragraphs 1 through 92, inclusive, above.

25 102. Plaintiff has been discharged from his employment with Defendants arbitrarily,  
26 without just cause and in violation of fundamental, substantial and well-established public policies  
27 of the State of California, in the following respect: Plaintiff alleges that his termination was in  
28

1  
2 violation of the public policy set forth in the Fair Employment and Housing Act, sections 12920  
3 and 12940 of the California Government Code, which prohibit discrimination in employment.

4 103. As a direct, foreseeable and proximate result of Defendants', and each of their,  
5 conduct, in violation of law, Plaintiff has suffered and continues to suffer substantial losses in  
6 earnings, and other employment benefits including retirement, all to his damage in an amount to be  
7 determined according to proof.  
8

9 104. As a direct and proximate result of the statutory violations as set forth  
10 above, Plaintiff has incurred attorneys' fees and costs in an amount to be established at trial.

11 105. Plaintiff alleges that such conduct was done in reckless disregard of the probability  
12 of said conduct causing emotional distress. As a proximate result of said conduct, Plaintiff  
13 suffered embarrassment, anxiety, humiliation, and emotional distress, and will continue to suffer  
14 said emotional distress.  
15

16 106. The conduct of Defendants described herein was outrageous and was done with  
17 malice, fraud, and/or oppression and with conscious disregard for Plaintiff's rights and with the  
18 intent, design, and purpose of injuring Plaintiff. Defendants, by and through their, and each of  
19 their, officers, managing agents, and/or supervisors authorized, condoned and/or ratified the  
20 unlawful conduct described above. By reason thereof, Plaintiff is entitled to an award of punitive  
21 damages in an amount according to proof at trial.  
22

23 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
24 hereinafter set forth.

25 **THIRD CAUSE OF ACTION**  
26 **(Retaliation)**  
***Against All Defendants***

27 107. Plaintiff realleges and incorporates herein by reference as though fully set forth the  
28

1  
2 allegations of Paragraphs 1 through 92, inclusive, above.

3 108. During the course of Plaintiff's employment with Defendants, and each of them, he  
4 complained about the Fellowship of Friends and its discriminatory effect on the workplace. As  
5 alleged above, Defendants, and each of them, retaliated against Plaintiff for making these  
6 complaints when they terminated him from his employment.

7  
8 109. Defendants' treatment of Plaintiff was in violation of Government Code §12940(f).  
9 Within the time provided by law, Plaintiff filed a claim with the Department of Fair Employment  
10 and Housing and received a right-to-sue letter. (Exhibit "A.")

11 110. As a proximate result of Defendants' conduct, Plaintiff has sustained and continues  
12 to sustain substantial losses in earnings and other employment benefits and continues to suffer  
13 emotional distress and mental pain and anguish, all to his damage in an amount according to proof.

14 111. The conduct of Defendants described herein was outrageous and was done with  
15 malice, fraud, and/or oppression and with conscious disregard for Plaintiff's rights and with the  
16 intent, design, and purpose of injuring Plaintiff. Defendants, by and through their, and each of  
17 their, officers, managing agents, and/or supervisors authorized, condoned and/or ratified the  
18 unlawful conduct described above. By reason thereof, Plaintiff is entitled to an award of punitive  
19 damages in an amount according to proof at trial.  
20

21 112. Plaintiff has incurred and continues to incur legal expenses and attorneys fees, in an  
22 amount according to proof.  
23

24 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
25 hereinafter set forth.

26 **FOURTH CAUSE OF ACTION**  
27 **(Failure to Prevent Discrimination)**  
28 ***Against All Defendants***

1  
2 113. Plaintiff realleges and incorporates herein by reference as though fully set forth the  
3 allegations of Paragraphs 1 through 92, inclusive, above.  
4

5 114. California Government Code §12940 provides, in pertinent part: "It shall be an  
6 unlawful employment practice... (k) For an employer ... to fail to take all reasonable steps  
7 necessary to prevent discrimination and harassment from occurring."

8 115. Defendants, and each of them, violated this statute by failing to take any, let alone  
9 all reasonable steps necessary to prevent unlawful discrimination from occurring to Plaintiff.  
10

11 116. As a proximate result of Defendants' conduct, Plaintiff has sustained and continues  
12 to sustain substantial losses in earnings and other employment benefits and continues to suffer  
13 emotional distress and mental pain and anguish, all to his damage in an amount according to proof.

14 117. The conduct of Defendants described herein was outrageous and was done with  
15 malice, fraud, and/or oppression and with conscious disregard for Plaintiff's rights and with the  
16 intent, design, and purpose of injuring Plaintiff. Defendants, by and through their, and each of  
17 their, officers, managing agents, and/or supervisors authorized, condoned and/or ratified the  
18 unlawful conduct described above. By reason thereof, Plaintiff is entitled to an award of punitive  
19 damages in an amount according to proof at trial.  
20

21 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
22 hereinafter set forth.

23 **FIFTH CAUSE OF ACTION**  
24 **(Intentional Infliction of Emotional Distress)**  
25 ***Against All Defendants***

26 118. Plaintiff realleges and incorporates herein by reference as though fully set forth the  
27 allegations of Paragraphs 1 through 92, inclusive, above.  
28

1  
2 119. By its discrimination against, harassment, intimidation and differential treatment of  
3 Plaintiff, Defendants have acted outrageously and with reckless disregard of the foreseeable  
4 consequences to Plaintiff.

5 120. The conduct of Defendants was intentionally and unreasonably or maliciously  
6 engaged in for the purposes of intimidating Plaintiff and was further done to cause Plaintiff  
7 humiliation, frustration, fear, emotional injury and distress.  
8

9 121. As a proximate result of Defendants' conduct, Plaintiff has sustained and continues  
10 to sustain substantial losses in earnings and other employment benefits and continues to suffer  
11 emotional distress and mental pain and anguish, all to his damage in an amount according to proof.

12 122. The conduct of Defendants described herein was outrageous and was done with  
13 malice, fraud, and/or oppression and with conscious disregard for Plaintiff's rights and with the  
14 intent, design, and purpose of injuring Plaintiff. Defendants, by and through their, and each of  
15 their, officers, managing agents, and/or supervisors authorized, condoned and/or ratified the  
16 unlawful conduct described above. By reason thereof, Plaintiff is entitled to an award of punitive  
17 damages in an amount according to proof at trial.  
18

19 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
20 hereinafter set forth.  
21

22 **RELIEF REQUESTED**

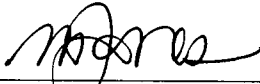
23 Plaintiff requests the judgment of this court against Defendants, and each of them, as  
24 follows:

- 25 a. For back pay, front pay, lost benefits and other special damages according to proof;  
26 b. For general damages in an amount according to proof;  
27 c. For exemplary and punitive damages according to proof for Defendants', and each of  
28

- 1  
2 their, termination of Plaintiff in violation of public policy as expressed in the FEHA;  
3 d. For other and further damages against Defendants, and each of them, including  
4 compensatory damages for Plaintiff's emotional distress, in an amount according to  
5 proof;  
6 e. For reasonable attorneys' fees and costs incurred, including expert witness fees;  
7 f. For any allowable interest, including prejudgment interest, at the legal rate and on all  
8 amounts claimed; and  
9 g. For any other further relief that this Court considers just and proper.  
10  
11

12 August 2, 2021

Law Office of M. Catherine Jones

13  
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15 M. Catherine Jones  
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## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

July 19, 2021

Kevin Lloyd  
P.O. Box 1128  
Nevada City, California 95959

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 202107-14207919  
Right to Sue: Lloyd / Google LLC et al.

Dear Kevin Lloyd:

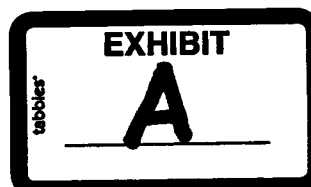
This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective July 19, 2021 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email [DRDOnlineRequests@dfeh.ca.gov](mailto:DRDOnlineRequests@dfeh.ca.gov) and include the DFEH matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,





## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758

(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711

<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

Department of Fair Employment and Housing





August 17, 2017

Kevin Lloyd  
kwilliamlloyd@gmail.com  
949 391 8786

Dear Kevin,

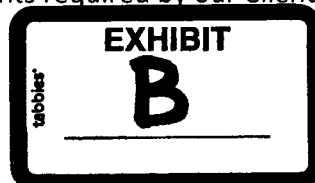
Advanced Systems Group, LLC (the Company) is pleased to offer you the position of Associate Producer [*Exhibit A Job Description, if applicable*], as well as any other duties required by the Company. This position reports to Cleave Frink, Video Production Manager. Your first day of work will be September 18, 2017 at 10 AM. The Company's regular business hours are between 9 AM and 6 PM. You will be based off-site at our Client Google, located at 1600 Amphitheater Parkway, Mountain View, CA, 94043 but may be required to work at other locations as reasonably determined by the needs of the Company.

**Background Check:** You will be sent a disclosure statement and a request to authorize a background check via email and this offer of employment is contingent upon successfully passing the Company's background check.

**Compensation:** This position is considered an exempt full-time position and as such will be salaried. Your salary is paid on a semi-monthly basis. Your base salary is \$3,958.33 per pay period, paid in accordance with the Company's customary payroll policy. Your assignment is expected to end on or around December 31, 2018. At that time, your employment will either end unless extended by mutual agreement.

**Benefits:** As a full-time employee you will be eligible to participate in the Company Holiday, Vacation, and Health Benefits plans. You will receive 2 (two) weeks of paid Vacation time per year. Vacation time is calculated on an accrual basis. You will be provided with summary documentation concerning the Company's benefits programs. Currently, ASG is paying 100% of the employee's basic health insurance, beginning first of the month following your date of hire. Additional medical, dental and vision insurance are available at your expense. The Company reserves the right to change or otherwise modify, in its sole discretion, the preceding terms of employment, as well as any of the terms set forth herein at any time in the future.

**Confidentiality:** You will be required to observe and uphold all of the Company's privacy and confidentiality policies and procedures. As a representative of the Company, you will be required to sign the Company Non-Disclosure Agreement as part of your employment agreement [*Exhibit B Employee Confidentiality and Non-Solicitation Agreement*], as well as any Non-Disclosure Agreements required by our Clients.



1226 Powell Street Emeryville, CA 94608  
510-654-8300 www.asgllc.com

ASG000003

**Authorization to Work:** Prior to or on your first day of work, you will be sent instructions to login to our payroll system and provide evidence of your identity and eligibility to work in the United States. You will be required to complete the required employment eligibility verification document. We are required by federal law to examine documentation of your employment eligibility within three business days after you begin work.

**At Will Employment:** While we look forward to a long and profitable relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary or any statements contradicting any provision in this letter will be regarded as ineffective. This letter is for your information and is not to be constructed as a contract of employment.

**Acceptance:** Should you decide to accept our offer, and we hope you will, please sign the enclosed copy of this letter in the space indicated and return it to us by August 23, 2017, after which this offer of employment will expire.

Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to contact our People Operations team.

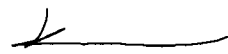
Respectfully,



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Amy P. Zeno, CFO  
Advanced Systems Group, LLC

I agree to the terms of the employment set forth above.

  
\_\_\_\_\_  
Employee Name and Date

8/17/2017

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**From:** Dee Ali <dee@asgllc.com>  
**Sent:** Thursday, February 25, 2021 7:35 PM  
**To:** kwilliamlloyd@gmail.com  
**Subject:** Exit details & Separation Agreement  
**Attachments:** Kevin Lloyd - Separation Agreement[1].pdf

Hi Kevin,

On behalf of the company, we want to thank you for your past efforts and your work with us here at ASG.

Per our conversation on your exit and your employment ending with ASG today, to recap I've included the bullets below. Also, please see attached for the separation agreement we had discussed. Once this is signed and sent back to me, I will go ahead and initiate the process for your 2 week severance payout.

To confirm:

- You will be paid direct deposit for your work up until today, with your vacation hours equating to almost 80hrs
- Your healthcare coverage will end the end of Feb. on Sunday the 28th
- You are eligible to sign up for Cobra should you choose to
- You are eligible for unemployment through EDD (we recommend you submit your information on their website as soon as you can, to avoid any possible delays)

I will be your main point of contact past this point. Should you have any questions, please do not hesitate to call me at any time.

Thank you,

**Dee Ali**  
Director of People Operations  
Advanced Systems Group, LLC  
Cell: 650-200-9754  
[dee@asgllc.com](mailto:dee@asgllc.com)

