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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
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11 Rebecca Rivers, Sophie Waldman and Paul Duke,) Case No.:
12 Plaintiffs,)
13 v.) 1. Breach of Contract
14 Google, Inc.,) 2. Promissory Estoppel
15 Defendant) 3. Breach of Implied Covenant of Good Faith and
Fair Dealing
4. Slander/False Light
5. Termination in Violation of Public Policy

16
17 **COMPLAINT**

18 Now comes Rebecca Rivers, Sophie Waldman and Paul Duke (“Plaintiffs”) by and through their
19 counsel, Laurie M. Burgess, BURGESS LAW OFFICES, and complains and alleges against Defendant
20 Google, Inc. as follows:

21 **The Parties: Venue & Jurisdiction**

- 22 1. Google, Inc. is a corporation with its principal place of business at 1600 Amphitheatre
23 Parkway, Mountainview, California.
- 24 2. In or about February 2019, Plaintiff Rebecca Rivers, a natural person and U.S. citizen,
25 accepted an employment offer tendered by Google, Inc. to work as a Software Engineer.
- 26 3. On or about August 1, 2011, Plaintiff Paul Duke, a natural person and U.S. citizen,
27 accepted an employment offer tendered by Google, Inc. to work as a Software Engineer.
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1 8. Rivers, Waldman and Duke were each individually induced to give up
2 other employment opportunities in order to work for a corporation that maintained a
3 motto and contractually mandated term “Don’t be evil” which they knew was binding on
4 all Google employees, its Board members and the Company itself.

5 9. Rivers, Waldman and Duke each executed a contract agreeing to the terms
6 set forth in the “Code of Conduct.”
7

8 10. Google affirmed its commitment to its motto and contractually mandated
9 term of employment, “Don’t be evil,” by its conduct including, but not limited to (a)
10 agreeing to withdraw from contracting with the Chinese government to launch a censored
11 search engine (“Project Dragonfly”); (b) agreeing to refrain from using the company’s
12 artificial intelligence technology to analyze drone surveillance footage (“Project
13 Maven”); (c) joining employees’ request to protest the Trump administration travel ban;
14 and (d) repeatedly affirming its commitment to this motto orally at employee-wide
15 meetings and in written communications to its employees.
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18 **Plaintiffs’ Compliance with Google’s “Don’t Be Evil” Mandate**

19 11. Rivers, Waldman and Duke each engaged in activities consistent with
20 Google’s “Don’t be evil” contractual obligation. Specifically, they questioned Google
21 management regarding its intent to enter into a contract with the Trump administration’s
22 Customs and Border Protection (“CBP”) Immigration and Customs Enforcement (“ICE”)
23 and/or Office of Refugee Resettlement (“ORR”) agencies which they understood were
24 responsible for e.g. separating children from their parents, “caging” immigrants,
25 unlawfully detaining refugees and engaging in other human rights abuses.
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1 12. On or about July 17, 2019, Waldman in writing openly questioned
2 Google’s commitment to refraining from working with CBP. After her question garnered
3 many comments and follow-up questions by hundreds of fellow employees, Carter
4 Gibson, Google’s Internal Community Management Team Lead, took the highly unusual
5 step of advising Waldman that the comments on this topic were going to be closed.
6

7 13. On or about July 26, 2019, Thomas Kurian, the CEO of Google Cloud,
8 stated during a workplace meeting that Google in general and Google Cloud in particular
9 would not participate in any projects “associated with the Southern Border,” and affirmed
10 that Google products and services would only be used for “good stuff” such as crop
11 protection.
12

13 14. On or about August 14, 2019 Waldman and Duke prepared and circulated
14 a petition among their co-workers requesting that Google affirm that it would not
15 collaborate with CBP or ICE with respect to enforcement of the Trump border control
16 policies.
17

18 15. In or about August, 2019, Rivers discovered that Google had already
19 offered a “free trial” of its new cloud platform, “Anthos,” to CBP. Rivers discovered this
20 information by conducting ordinary on-line searches and reviewing internal Google
21 documents that were readily available to her and all other full-time Google employees.
22 The information that Rivers found was used to update the petition that Duke and
23 Waldman had prepared. In circulating this revised petition to their co-workers the
24 authors expressly directed their co-workers to refrain from sharing this information
25 outside of Google.
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1 16. On August 21, 2021, Duke held a “townhall” meeting among fellow
2 employees to discuss Google’s involvement with CBP. That same day the authors of the
3 petition requested a meeting with Thomas Kurian to answer questions regarding Google’s
4 involvement with CBP – an invitation that he declined two days later.

5 **An Unidentified Person Shares Google Data Externally**

6 17. On August 22, 2019 a BusinessInsider article disclosed that Google
7 offered CBP a free Anthos trial.

8 18. Neither Duke, Waldman or Rivers ever shared any information pertaining
9 to the free Anthos trial (or any other “confidential” or “need to know” information) to
10 BusinessInsider or any other publication or person outside of Google.
11

12 **Google Questions Plaintiffs and Returns them to Work Without Discipline or Any**

13 **Directive to Change Their Behavior**

14 19. On September 5, 2019, Google’s “Global Investigations” team
15 interviewed Duke, Waldman and Rivers regarding what information they accessed in
16 preparing the “No GCP for CBP” petition and with whom they shared the data. Each
17 responded that all of the data they used was found through external on-line searches or
18 found in internal Google searches and that all data they reviewed was openly available
19 for all Google employees to find and review independently. None of these employees
20 were told that they had engaged in any misconduct or that they needed to alter their
21 behavior in any way. Each was returned to work without any reprimand or disciplinary
22 action.
23

24 20. On September 24, 2019, Waldman and Duke updated the “No GCP for
25 CBP” petition by disclosing that Google was working with Palantir, a company that
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1 assists ICE with database software services. Once again, in researching and updating the
2 petition, Waldman and Duke relied exclusively upon information readily available to all
3 full-time Google employees. Once again, in publishing to their co-workers what they
4 discovered, they reminded their co-workers in writing to refrain from sharing any of this
5 data to non-Google employees.

6
7 21. After conducting a thorough investigation, Google never identified any
8 evidence that Duke, Waldman or Rivers ever shared any information pertaining to the
9 free Anthos trial (or any other “confidential” or “need to know” information) with any
10 person other than Google co-workers who had direct access to the same data that Duke,
11 Waldman and Rivers shared with them.

12
13 22. During the course of its investigation into the above actions, while finding
14 no incriminating evidence regarding Plaintiffs’ conduct, Google was able to identify
15 documentation demonstrating that Duke, Waldman and Rivers consistently guarded
16 “sensitive” and “confidential” information by reminding their colleagues in writing to
17 keep the discussion and copies of these documents “internal” to Google employees.

18
19 **Google Hires IRI Consultants to Assist it in Surreptitiously Rolling-back its**

20 **“Don’t Be Evil” Mandate**

21 23. Unknown to Google employees but well known to Google’s upper
22 management, on January 14, 2019, Google retained IRI Consultants for the explicit
23 purpose of “formulating legal advice in connection with anticipated and existing
24 litigation including in defense of a likely petition for representation before the NLRB *and*
25 *other brand attacks* resulting from the Labor Campaign.” IRI-Google Consultant
26 Services Engagement Agreement Paragraph 8.
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1 24. In or about the time that it retained IRI consultants, Google adopted a plan
2 internally titled “Project Vivian” to implement IRI’s recommendations for defending
3 itself against employee organizing and other activity that Google considered an “attack”
4 on its “brand.”

5 25. On September 30, 2019, Duke emailed Amy Lambert, V.P. of Google’s
6 Legal Department, and asked her to explain to the Google community what changes that
7 Google had made to its policies/practices in compliance with the terms of a recent NLRB
8 posting that Google had been required to post. Lambert declined to provide an
9 explanation.
10

11 26. On November 7, 2019 Google’s “Global Investigation” team interviewed
12 Rivers regarding her activities accessing documents pertaining to Google’s evolving
13 engagement with CBP. At the close of that meeting she was placed on administrative
14 leave.
15

16 27. On November 12, 2019, Kent Walker, Google’s Chief Legal Counsel and
17 Vice President, publicly commented to all Googlers world-wide about Google’s decision
18 to place Rivers on administrative leave. Without specifically naming Rivers, Walker
19 falsely accused her of “deliberately search[ing] for, access[ing] and shar[ing] a number of
20 confidential or need-to-know documents outside the scope of their job after receiving
21 prior feedback not to do so.” and that “[m]any of these documents subsequently appeared
22 in the press,” thereby insinuating that Rivers was responsible for the leak.
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25 28. On November 14, 2019, Rivers responded to Walker’s statement and on
26 November 22, 2019 she participated in an “open culture townhall” meeting to speak
27 about what happened.
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1 34. Each Plaintiff fulfilled their contractual duty to Google by advising it, as
2 described above, ways in which Google was “Doing evil.” Specifically, each Plaintiff
3 protested Google’s engagement in supporting BCP policies that resulted in separation of
4 families and “caging” of immigrants who were seeking asylum in the United States.

5 35. None of the Plaintiffs violated any terms or conditions in their
6 employment contract with Google.
7

8 36. On November 25, 2019, Google terminated the employment of each
9 Plaintiff based upon their performance of obligations that were contractually imposed
10 upon them to perform in violation of the agreement. Google wrongfully breached its
11 contract with Plaintiffs and frustrated Plaintiffs’ ability to perform by unlawfully
12 terminating their employment contracts.
13

14 WHEREFORE Plaintiffs pray for the relief as set forth below.

15 **COUNT II: PROMISSORY ESTOPPEL**

16 37. Plaintiffs repeat, reallege and incorporate by reference each and every
17 allegation contained above in paragraphs 1 – 36.
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19 38. Prior to accepting employment with Google, each Plaintiff was advised of
20 Google’s motto and contractual mandate “Don’t be evil.” Each Plaintiff, in reliance upon
21 that representation, believed that by accepting employment with Google, their labor
22 would not be used to produce products or services that would facilitate unethical,
23 inhumane or “evil” conduct.
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25 39. Each Plaintiff relinquished other employment opportunities in order to
26 work for Google, a company that represented it would not permit itself, its Board
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1 members or its employees engage in conduct that violated its motto and contractual
2 obligation “Don’t be evil.”

3 40. Google terminated each Plaintiffs’ employment with it for adhering to the
4 directive “Don’t be evil” and calling out activity by Google that they each believed
5 betrayed that directive.

6 41. Plaintiffs were harmed by their reliance upon Google’s representation that
7 Google employees were entitled, and required to “call out” Google for engaging in action
8 that they believed violated its “Don’t be evil” code of conduct by accepting employment
9 with Google, foregoing other employment, and having their employment with Google
10 wrongfully terminated.
11

12 WHEREFORE Plaintiffs pray for the relief as set forth below.
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14 **COUNT III:**

15 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
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17 42. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
18 contained above in paragraphs 1 – 41.

19 43. Plaintiffs claim that Google violated its duty to act fairly and in good faith in entering
20 into and honoring the terms of its employment agreement with them in that they each (1) entered into a
21 contract with Google in good faith; (2) each fully performed all tasks required of them as employees; (3)
22 without their knowledge, during the course of their employment Google unilaterally altered a material
23 term of their contract, namely, their joint contractual commitment to Google’s “Don’t be evil” code of
24 conduct – specifically, Google decided to start punishing employees for fulfilling their contractual
25 commitment to “call out” conduct that they believed to be inhumane or “evil”; (4) Google did not act
26 fairly and in good faith when it materially breached its Code of Conduct and unilaterally changed this
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1 working condition without prior notice to or agreement from Plaintiffs; (5) terminated Plaintiffs'
2 employment without cause, thereby depriving them of the benefits they were entitled to from Google.

3 WHEREFORE Plaintiffs pray for the relief as set forth below.

4 **COUNT IV SLANDER/FALSE LIGHT**

5 44. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
6 contained above in paragraphs 1 – 43.

7
8 45. Defendant, by and through its agents including its Chief Counsel, Kent Walker, and by
9 Chris Rackow, its Vice President of Global Security, made statements internally to all Google
10 employees internationally, and caused to be repeated externally through the media, false and misleading
11 statements regarding Plaintiff Rivers.

12
13 46. The statements made about Rivers – statements made by one of Google’s highest ranking
14 officials – were intended to put Rivers in a false light by suggesting that she shared “confidential” and
15 “need-to-know” Google data with the media.

16 47. Walker knew, at the time that he made these statements that Rivers did not share any
17 sensitive, confidential or need-to-know information with the media.

18
19 48. Unknown to Rivers, Defendant repeated the false statements about her to others, and
20 intentionally obscured information regarding its misconduct from Rivers.

21 49. Defendant’s conduct has caused significant damage to Rivers’ reputation and ability to
22 become gainfully reemployed.

23
24 50. Google engaged in this conduct with malice, oppression or fraud.

25 WHEREFORE Rivers prays for the relief as set forth below.
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COUNT V: TERMINATION IN VIOLATION OF PUBLIC POLICY

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2 51. Plaintiffs repeat, reallege and incorporate by reference each and every allegation
3 contained above in paragraphs 1 – 50.

4 52. Plaintiffs were each discharged from employment with Google for reasons that violate
5 public policy:

6
7 (a) At the time that Plaintiffs were urging Google to refrain from contracting with CBP or
8 ICE to provide Google products and services that would facilitate the separation of children from their
9 parents and to “cage” immigrants, it was the strong and well-known public policy of the State of
10 California to protest this same activity. Specifically, the State of California sued the Trump
11 administration on that basis, commenting, “No child deserves to be left in conditions inappropriate and
12 harmful for their age. The actions by this administration are not just morally reprehensible, they’re
13 illegal. Children don’t become subhuman because they are migrants.” ((Eric Gay / Associated Press)
14 By PATRICK MCGREEVY , TARYN LUNA AUG. 26, 2019 11:50 AM; Quote attributed to then
15 California State Attorney General Xavier Becerra).

16
17 (b) Google’s conduct of interrogating and subsequently terminating the employment of
18 Plaintiffs for speaking out about and objecting to Google’s involvement in contracting with the Trump
19 administration’s CBP and ICE agencies to provide goods and services was done to restrict their political
20 activities in violation of Cal. Lab. Code § 1102.

21
22 (c) Google’s conduct of interrogating Plaintiffs regarding their activities in preparing the
23 “No GCP for CBP” petition and subsequently terminating their employment for engaging in this action
24 constitutes a violation of Cal. Lab. Code § 232.5.

25
26 (d) Three of the five employees whom Google selected for termination based upon the above
27 activities are trans people, one is gay and one is a heterosexual male. Google’s conduct of targeting gay
28 and trans employees for termination based upon their involvement in the above activities constitutes

1 unlawful discrimination based upon sex, gender, gender expression, gender identity and/or sexual
2 orientation in violation of Cal. Govt. Code § 12940.

3 **JURY DEMAND**

4 Plaintiffs demand a trial by jury.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for relief as follows:

- 7
- 8 1. For general damages according to proof on each cause of action for which such damages
9 are available;
 - 10 2. For special damages, according to proof on each cause of action for which such damages
11 are available;
 - 12 3. For compensatory damages, according to proof on each cause of action for which such
13 damages are available;
 - 14 4. For punitive damages, damages, according to proof on each cause of action for which
15 such damages are available;
 - 16 5. For prejudgment and post-judgment interest according to law;
 - 17 6. For reasonable attorneys' fees incurred in this action on those causes of action for which
18 such fees are recoverable under the law;
 - 19 7. For costs of suit incurred in this action; and
 - 20 8. For other relief as this Court deems just and equitable.
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24 DATED: November 29, 2021

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