

James M. Finberg (SBN 114850)
Eve H. Cervantez (SBN 164709)
Corinne F. Johnson (SBN 287385)
Hunter B. Thomson (SBN 330533)
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, CA 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064
jfinberg@altshulerberzon.com
ecervantez@altshulerberzon.com
cjohnson@altshulerberzon.com
hthomson@altshulerberzon.com

Kelly M. Dermody (SBN 171716)
Anne B. Shaver (SBN 255928)
Michelle Lamy (SBN 308174)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery St., 29th Floor
San Francisco, CA 94111
Telephone: (415) 956-1000
Facsimile: (415) 956-1008
kdermody@lchb.com
ashaver@lchb.com
mlamy@lchb.com

Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

KELLY ELLIS, HOLLY PEASE, KELLI
WISURI, and HEIDI LAMAR individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

GOOGLE, LLC (formerly GOOGLE,
INC.),

Defendant.

Case No. CGC-17-561299

Judge: Hon. Andrew Y.S. Cheng
Dep't: 613

Date: December 2, 2020

Time: 9:00 a.m.

Complaint Filed: September 14, 2017

Trial Date: None Set

**DECLARATION OF JAMES M. FINBERG
IN SUPPORT OF PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION**

1 I, James M. Finberg, declare as follows:

2 1. I am a member in good standing of the bar of the State of California and a partner
3 with the law firm Altshuler Berzon LLP, one of the counsel of record representing Plaintiffs
4 Kelly Ellis, Holly Pease, Kelli Wisuri, and Heidi Lamar, on behalf of themselves and a Proposed
5 Class, in this case. I make these statements based on personal knowledge and would so testify if
6 called as a witness at trial.

7 2. This Declaration is submitted in support of Plaintiffs' Motion Class Certification.

8 3. In Section I of this Declaration, paragraphs 4 to 26, I describe my own and my
9 colleagues' experience and expertise relevant to this case, particularly our experience prosecuting
10 class action lawsuits on behalf of workers with respect to discrimination and wage and hour law.
11 In Section II of this Declaration, paragraphs 27 to 30, I describe the work that we have performed
12 prosecuting this case thus far. In Section III of this Declaration, paragraphs 31 to 38, I explain
13 how, in my professional opinion, and based on my extensive experience litigating and trying class
14 action cases, Plaintiffs plan to try this case using common evidence. In Section IV of this
15 Declaration, paragraphs 39 to 49, I attach and authenticate the Administrative Law Judge hearing
16 and deposition transcripts that will serve as common evidence in this case. In Section V of this
17 Declaration, paragraphs 50 to 113, I attach and authenticate Google documents that will serve as
18 common evidence in this case.

19 **I. Qualifications**

20 4. Altshuler Berzon LLP specializes in labor and employment, environmental,
21 constitutional, campaign and election, and civil rights law. Altshuler Berzon LLP has adequate
22 resources to continue to support this litigation until the matter is resolved. A copy of the firm's
23 resume listing representative cases is attached hereto as Exhibit A.

24 5. I received a Bachelor of Arts degree, with honors in history and environmental
25 studies, from Brown University in 1980. I received a Juris Doctor degree from the University of
26 Chicago Law School in 1983. At the University of Chicago Law School, I was the Executive
27 Editor of the *University of Chicago Law Review*. From Fall 1983 through Summer 1984, I served
28

1 as a law clerk to the Honorable Charles L. Levin, a Justice of the Supreme Court of the State of
2 Michigan.

3 6. I joined Altshuler Berzon LLP as a partner in January 2007. From 1992 through
4 2006, I was a partner at Lieff Cabraser Heimann & Bernstein LLP.

5 7. During my approximately 36 years of practice, I have served as lead or co-lead
6 counsel in a number of discrimination class actions, including the following: *Butler v. Home*
7 *Depot*, No. C94 4335 SI (settlement of \$87.5 million, plus comprehensive injunctive relief, in
8 gender discrimination case in 1998); *Satchell v. Federal Express Corp.*, No. C03-2659 SI; C03-
9 2878 SI (N.D. Cal.) (approval of settlement of \$55 million in monetary relief, plus comprehensive
10 injunctive relief, of race and national origin discrimination claims in 2007); *Holloway v. Best Buy*,
11 No. C05-cv-05056 (N.D. Cal.) (approval of Consent Decree providing comprehensive injunctive
12 relief in race and gender discrimination class action in 2011); *Jaffe v. Morgan Stanley*, No. C06-
13 3903 TEH (N.D. Cal.) (approval of Consent Decree providing \$16.5 million in monetary relief
14 and comprehensive injunctive relief in 2008 in race discrimination class action); *Amochaev v.*
15 *Smith Barney*, No. C05-CV-1298 PJH (N.D. Cal.) (approval of settlement providing \$33 million
16 in monetary relief, plus comprehensive injunctive relief in gender discrimination case in 2008);
17 *Frank v. United Airlines*, No. C92 0692 MJJ (N.D. Cal.) (approval of \$36.5 million settlement of
18 gender discrimination case in 2004); *Buttram v. UPS*, No. 97-1590 MJJ (N.D. Cal.) (\$12.2
19 million settlement, plus comprehensive injunctive relief, of race discrimination action); *Church v.*
20 *Consolidated Freightways, Inc.*, 1993 WL149840 (N.D. Cal.) (\$13.5 million settlement in age
21 discrimination case).

22 8. I have also served as lead, or co-lead, counsel in many class actions involving
23 violations of wage and hour laws, including the following: *Fan v. Delta* (Case No. 2:19-cv-
24 04599) (\$4 million settlement of wage and hour class action in 2019); *McDonald v. CPOpCo*
25 (Case No. 17-cv-04915)(\$3 million settlement of WARN Act Case in 2018); *Lopez v. Delta Air*
26 *Lines, Inc.*, 2:15-cv-07302-SVW-SS (C.D. Cal.) (\$4.25 million settlement of wage-and-hour class
27 action in 2017); *Spicher v. Aidells Sausage Co.*, 3:15-cv-05012-WHO (N.D. Cal) (\$2.375 million
28 settlement of wage and hour class action in 2017); *Guzman-Padilla, et al. v. Van de Pol, et al.*,

1 2:17-cv-00196-JAM-KJN (E.D. Cal) (wage-and-hour and discrimination settlement on behalf of
2 class of 120 low-wage dairy workers providing monetary and extensive injunctive relief in 2017);
3 *Cancilla et al. v. Ecolab, Inc.*, No. 12-3001-JD (N.D. Cal) (\$7.5 million settlement of wage and
4 hour case approved in January 2016); *Rosenburg v. International Business Machines Corp.*, No.
5 CV 06-00430 PJH (N.D. Cal.) (\$65 million settlement of wage and hour class and collective
6 action in 2007); *Giannetto v. CSC Corp.*, No. CV 03-8201 (C.D. Cal.) (\$24 million settlement of
7 wage and hour case in 2005); *Gerlach v. Wells Fargo & Co.*, No. 05-00585 CW (N.D. Cal.)
8 (\$12.8 million settlement of wage and hour class and collective action in 2007); *Trotter v. Perdue*
9 *Farms*, No. 99 893 (RRM) (D. Del.) (\$10 million settlement in wage and hour case in 2002);
10 *Thomas v. CSAA*, No. CH217752 (Alameda County Sup. Ct.) (\$8 million settlement of wage and
11 hour case in 2002); *Danieli v. IBM*, No. 08-cv-3688 (S.D.N.Y) (\$7.5 million settlement of class
12 action regarding alleged misclassification of technology support workers in 2010); *In re the Pep*
13 *Boys Overtime Actions*, Case No. 07-cv-01755 (C.D. Cal.) (\$6 million settlement in 2008
14 compensating employees who were denied meal and rest breaks and required to work “off the
15 clock” without pay).

16 9. I have also served as lead, or co-lead, counsel in various securities class actions,
17 including *In re California Micro Devices Securities Litigation*, No. C94 2817 VRW (N.D. Cal.)
18 (\$26 million in settlements – approximately 100% of losses); *In re Network Associates, Inc.*
19 *Securities Litigation*, No. C99 1729 WHA (N.D. Cal.) (\$30 million settlement in 2001); and *In re*
20 *Mediavision Technology Securities Litigation*, No. C94 1015 EFL (N.D. Cal.) (settlements and
21 judgments totaling \$218 million).

22 10. I have also served as one of the primary trial counsel in the trial of three class
23 action trials. In September 2003, I served as one of the primary trial counsel representing
24 plaintiffs in a three-week class and collective action liability phase trial involving approximately
25 2,700 insurance claims adjusters in *In re: Farmers Insurance Exchange Claims Representatives’*
26 *Overtime Pay Litigation*, No. MDL Docket No. 1439 (D. Or.). On November 6, 2003, Judge
27 Robert E. Jones ruled in favor of the auto and low-level property adjusters. The Court found that
28 Farmers acted willfully in violating the FLSA, and that the auto and low-level property adjusters

1 were entitled to liquidated damages as well as actual damages. During 2004 and 2005, I and
2 colleagues tried the damages phase of that case. Judgments totaling approximately \$52.5 million
3 were entered for plaintiffs in 2005. On March 30, 2007, a three-judge panel of the Ninth Circuit
4 affirmed in part, reversed in part, and remanded to the District Court for consideration of state
5 law claims. *In re Farmers Exch., Claims Reps. Overtime Pay Litig.* 481 F.3d 1119 (9th Cir.
6 2007). We settled those state law claims for \$8 million. In 2013, I served, in a class arbitration,
7 as one of the primary trial counsel for approximately 7,000 truck drivers who alleged
8 KBR/Halliburton forced them to work off the clock. In April 2015, I served as one the primary
9 trial counsel for a class of approximately 172,000 former California State University students
10 who alleged that CSU breached the implied covenant of good faith and fair dealing by increasing
11 tuition twice in one term in Fall 2009. I also served as lead trial counsel for the California
12 Teachers Association of California Federation of Teachers, as intervenors, in *Vergara v.*
13 *California*, No. BC 484642 (L.A. Sup. Ct.) a case involving the constitutionality of several
14 provisions of the California Education Code.

15 11. Since 2005, I have been listed by Best Lawyers in America as one of the best
16 lawyers in America in the field of labor and employment law, and since 2018 also in the field of
17 class actions. I was named by Best Lawyers as the 2014 Lawyer of the Year in the field of
18 Litigation-Labor and Employment in the San Francisco Bay Area. From 2005 to 2013, I was
19 designated by *San Francisco Magazine* as one of the top 100 attorneys in Northern California,
20 and have been designated as a “Super Lawyer” since 2004. I am a fellow of the American College
21 of Labor and Employment Lawyers and of the American Bar Foundation. In 2003, I was selected
22 by *The Recorder* legal newspaper (based on a survey of judges, arbitrators, mediators, and
23 lawyers in the field) as the top plaintiff’s securities litigator in the San Francisco Bay Area. In
24 2006, I was selected by *The Daily Journal* as one of the Top 100 lawyers in California. In 2009, I
25 was named a California Lawyer of the Year by the *California Lawyer* magazine in the area of
26 civil rights law. In 2020, I was named in the Legal 500 Hall of Fame in the field of Plaintiff Labor
27 and Employment Disputes.
28

1 12. In 2005, I served as the President of the Bar Association of San Francisco. From
2 2000-2001, I served as Co-Chair of the delegation of Lawyer Representatives from the Northern
3 District of California to the Ninth Circuit Judicial Conference. From 1997 through 1998 and
4 2009 through 2010, I served as Co-Chair of the Board of Directors of the Lawyers' Committee
5 for Civil Rights of the San Francisco Bay Area, and served on its board for approximately two
6 decades. I am currently serving as a member of the Executive Committee of the Board of
7 Directors of the Legal Aid Society-Employment Law Center, and serve as the Secretary of that
8 organization. From 2008 to 2010, I served on the Visiting Committee of the University of
9 Chicago Law School. From 2010 to 2013 I served on the board of the National Employment
10 Lawyers Association. I served on the board of the Work Life Law Center at U.C. Hastings
11 College of Law from 2011-2016.

12 13. I am a co-author of the chapter "Statistical and Other Expert Proof," in
13 *Employment Discrimination Law* (5th ed. 2012, 4th ed. 2007, Lindemann and Grossman, BNA),
14 and the supplements to that chapter. I also edited the 2000 and 2002 Cumulative Supplements to
15 Chapter 39, "Statistical Proof," of that treatise (3d ed.). I am the author of two chapters in *Wage*
16 *and Hour Laws: A State-by-State Survey* (BNA, 2010) and one chapter in *The Fair Labor*
17 *Standards Act* (ABA, 2010). I am the author of a chapter on Notice and Settlement in *The Class*
18 *Action Fairness Act: Law and Strategy* (ABA 2013) and the author of a chapter on Trials in *Class*
19 *Action Strategy* (ABA 2018). I am the author of a chapter on cross examination in *Trial*
20 *Techniques for the Labor and Employment Law Practitioner* (ABA 2019). I was an editor of
21 *Securities Litigation Report* (Glasser Legal Works) from 2004-2006.

22 14. I am author or co-author of the following articles, among others: "The Risk of
23 Using Algorithms for Employment Decisions" (San Francisco Daily Journal, Oct. 8, 2019);
24 "Assessing Whether Compensation is Fair " (ABA EEO, 2018); "The Use of 'Big Data' for
25 Employment Decisions" (ABA, Nov. 2017); "Is the 'Gig' Economy a Bubble About to Burst or Is
26 it Here to Stay?" (ABA, March 2017); "Tyson v. Bouaphakeo and the New Fed. R. Civ. P.
27 Proportionality Standards" (ABA CLE, 2016); Co-author with George Hansan, Jason Marsili, and
28 Cornelia Dai, "Class/Collective Action Trials" (NELA June 2016); Co-author with Kelly M.

1 Dermody, “Issue Certification in Employment Class Actions: Rule 23 (c)(4) Provides a Useful
2 Procedural Device” (ABA LEL Section CLE Nov. 2015); “*Comcast v. Behrend*, Sound and Fury
3 Signifying Little” (ABA EEO Committee March 2014); Co-author with David Kern, “Strategic
4 Thinking In Defeating FLSA Defenses” (NELA March 2013); “Doing Well By Doing Good:
5 Fulfilling The Promise Of The FLSA” (NELA March 2013); Co-author with Ellen C. Kearns,
6 Elizabeth Lawrence, and Gregory K. McGillivray, “Square Peg, Round Hole: The Challenges and
7 Pitfalls of Exempt Classifications under the FLSA” (ABA Nov. 2012); “The Use of Expert
8 Testimony in Employment Cases Post-*Dukes*” (NELA Oct. 2012); “Life After *Dukes*—Disparate
9 Impact Claims for Compensation Discrimination are Certified in *McReynolds v. Merrill Lynch*,
10 2012 WL 572745, F.3d (7th Cir. 2012)” (NELA Annual Convention June 2012); “Representing
11 Misclassified and Reclassified Workers,” (NELA Annual Convention July 2011); Co-author with
12 Dennis McClelland, Paul L. Bittner and Janet Herold, “Get in the Game: The Latest News and
13 Developments in Wage and Hour Litigation,” (ABA 4th Annual CLE Conference November
14 2010); “*Ricci v. DeStefano*: Sound and Fury Signifying Little, For Now,” (ABA EEO Conference
15 March 2010); Co-author with Peder Thoreen, “The Impact of *Morgan v. Family Dollar Stores* on
16 FLSA Collective Actions,” ABA Section of Labor and Employment Law (2009); Co-Author with
17 David Borgen, Julia Akins Clark, Peder Thoreen, Ellen C. Kearnes, and William C. E. Robinson,
18 “White Collar Exemptions,” (ABA 2008); Co-Author with Peder J. Thoreen, “The Use of
19 Representative Testimony in FLSA Collective Actions” (ABA 2008); Co-Author with Peder J.
20 Thoreen, “The Use of Representative Testimony and Bifurcation of Liability and Damages in
21 FLSA Collective Actions” (ABA 2007); Co-Author with Peter E. Leckman, “Holding Customers
22 Who Assist Securities Fraud Accountable Under State Law,” *Securities Litigation Report* (Vol. 3,
23 No. 5, May 2006); “Fair Labor Standards Act and State Law Wage & Hour Claims,” ABA
24 Annual Meeting 2006; Author, “State Law Wage/Hour Class Actions: Alive And Well In Federal
25 Court,” ABA Labor and Employment Section (2005); Co-Author with Melissa Matheny, “A
26 Developing Consensus: The PSLRA’s ‘Basis’ Requirement Does Not Require the Disclosure of
27 Confidential Sources in a Complaint,” *Securities Litigation Report* (Vol. 2, No. 1, July/August
28 2005) (Glasser Legal Works); Co-Author with Chimène I. Keitner, “New Overtime Regulations

1 Require Heightened Vigilance,” *San Francisco Attorney Magazine*, Spring 2004; Co-Author with
2 Chimène I. Keitner, “Summary of Proposed DOL Regulations Re FLSA Overtime Exemptions”
3 (2003) (American Bar Association - Labor and Employment Law, Federal Labor Standards
4 Legislation Committee Annual Report); “Title VII’s Remedial Scheme: Employment
5 Discrimination Class Actions at the Crossroads,” *San Francisco Attorney* (August/September
6 2002); “Certification of Employment Discrimination Actions After The Passage of the 1991 Civil
7 Rights Act: (b)(2) or Not (b)(2), That Is The Question,” *Class Actions & Derivative Suits*, Vol. 10
8 (March 2000); Co-Author with Joshua P. Davis, “*Allison v. Citgo Petroleum Corp.*- A Noble
9 Retreat,” *Class Actions & Derivative Suits*, Vol. 9, No. 1 (Winter 1999); Co-Author with Kelly
10 Dermody, “Discovery in Employment Discrimination Class Actions,” in *Litigation and*
11 *Settlement of Complex Class Actions* (Glasser Legal Works 1998); Co-Author with Melanie M.
12 Piech, “The Impact of the Private Securities Litigation Reform Act: Unintended Consequences,”
13 *Securities Reform Act Litigation Reporter*, Vol. 6, No. 3 (Dec. 1998); Co-Author with Karen Jo
14 Koonan, “The Importance of Anecdotal Testimony to the Jury Trial of a Title VII Class Action:
15 Lessons from *Butler v. Home Depot*,” *Class Actions & Derivative Suits*, Vol. 8, No. 3 (Summer
16 1998); “Northern District of California Requires Internet Posting of Pleadings And Key Briefs In
17 Securities Actions,” *Securities Reform Act Litigation Reporter* (1997); “Class Actions: Useful
18 Devices That Promote Judicial Economy And Provide Access to Justice,” 41 *New York Law*
19 *School Law Review* 353 (1997); Co-Author with Melvin R. Goldman, “Deposing Expert
20 Witnesses” in *Taking Depositions* (ABA) (1989); Co-Author with George C. Weickhardt, “New
21 Push For Chemical Weapons,” *Bulletin of the Atomic Scientist* (Nov. 1986); Comment, “The
22 General Mining Law and The Doctrine of Pedis Possessio: The Case For Congressional Action,”
23 49 *University of Chicago Law Review* 1027 (1982).

24 15. During the Spring Semester of 2008, I was an Adjunct Professor of Law at the
25 University of California Hastings College of Law, where I taught a first-year course on statutory
26 construction, focusing on employment discrimination law.

1 16. In addition to me, three other attorneys from Altshuler Berzon LLP, Eve H.
2 Cervantez, Corinne Johnson, and Hunter B. Thomson, are also representing Plaintiffs and the
3 Proposed Class in this action.

4 17. Eve H. Cervantez is another partner with the firm who has extensive experience
5 litigating wage and hour and discrimination class actions, both as a partner at Altshuler Berzon
6 LLP and earlier as a partner at Lieff, Cabraser, Heimann & Bernstein, LLP. Ms. Cervantez is a
7 1992 graduate of Harvard Law School, where she served as an editor of the Harvard Law Review.
8 She received her Bachelor of Arts in 1985 with honors from Washington University in St. Louis,
9 Missouri, where she was a member of Phi Beta Kappa. She clerked for the Honorable Charles A.
10 Legge, United States District Judge, Northern District of California.

11 18. Ms. Cervantez has served as class counsel and/or plaintiffs' counsel in the
12 following employment discrimination class actions: *Curtis-Bauer v. Morgan Stanley & Co., Inc.*
13 (N.D. Cal. Case No. C 06-3903 TEH) (settlement including comprehensive injunctive relief and
14 \$16 million monetary relief in race discrimination class action); *Fairley v. McDonald's* (N.D. Ill.
15 Case Number 1:20-cv-02273) (pending putative class action alleging systemic sex harassment);
16 *Frank v. United Airlines* (N.D. Cal. Case No. C92 0692 MJJ) (\$36.5 million gender
17 discrimination settlement); *Gonzalez v. Abercrombie & Fitch Stores, Inc.* (N.D. Cal. Case No. 03-
18 2817-SI) (settlement of \$40 million plus injunctive relief in case alleging race and gender
19 discrimination against employees and applicants of retail store); *Holloway v. Best Buy* (N.D. Cal,
20 Case No. 05-cv-05056-PJH) (settlement for comprehensive injunctive relief in race and gender
21 class action); *Ries v. McDonald's* (W.D. Mich. Case No 1:20-cv-00002-JTN-RSK) (pending
22 putative class action alleging systemic sex harassment); *Satchell v. Federal Express Corp.* (N.D.
23 Cal. Case Nos. C03-2659 SI, C 03-2878-SI) (settlement of \$55 million, plus comprehensive
24 injunctive relief, of race and national origin discrimination claims); and *Wynne v. McCormick &*
25 *Schmick's Seafood Restaurants, Inc.* (N.D. Cal. Case No. C-06-3153 CW) (settlement included
26 comprehensive injunctive relief and \$2.1 million in monetary relief in race discrimination case on
27 behalf of applicants and employees).

1 19. Ms. Cervantez has served as class counsel and/or plaintiffs’ counsel in many wage
2 and hour class and collective actions, including: *Aguilar v. Cintas* (L.A. Superior Court, Case No.
3 BC310696) (\$6.5 million settlement of certified class action alleging violations of Living Wage
4 Ordinance); *Bare v. CDS* (Sacramento Superior Court Case No. 34-2017-00221115) (pending
5 PAGA representative action alleging failure to provide suitable seating); *Behaein v. Pizza Hut*
6 (L.A. Superior Court, Case No. BC384563) (\$6 settlement of expense reimbursement and
7 certified meal and rest break class action); *Brooks v. US Bank* (N.D. Cal. Case No. C12-4935)
8 (\$1.9 million settlement of rest break and suitable seating claims); *Danieli v. International*
9 *Business Machine Corporation* (S.D.N.Y. Case No. 08-cv-3688-SHS) (\$7.5 million settlement of
10 misclassification case); *Hines v. KFC* (S.D. Cal. Case No. 09-cv-2422-JM(POR)) (\$3.55 million
11 settlement of certified meal and rest break class); *In Re: Farmers Insurance Exchange Claims*
12 *Representatives’ Overtime Pay Litigation* (D. Or. MDL Case No. 1439) (trial of certified class
13 action alleging misclassification); *Rosenburg v. International Business Machines Corp.* (N.D.
14 Cal. Case No. 06-cv-0430 PJH) (\$65 million settlement of misclassification case); *Thomas v.*
15 *California State Automobile Association* (Alameda County Superior Court Case No. CH217752-
16 0) (misclassification); *Tokoshima v. The Pep Boys – Manny Moe & Jack of Cal.* (N.D. Cal. Case
17 No. 12-cv-4810-CRB) (\$3.6 settlement of minimum wage class); and *Zuckman v. Allied Group,*
18 *Inc.* (N.D. Cal. Case No. 02-cv-05800-SI) (misclassification). In 2013, Ms. Cervantez served as
19 one of the primary trial counsel in a class arbitration on behalf of approximately 7,000 truck
20 drivers who alleged KBR/Halliburton forced them to work off the clock.

21 20. Ms. Cervantez served as court-appointed co-lead counsel for plaintiffs and the
22 proposed class in the *In re Anthem, Inc. Data Breach Litigation*, No. 15-MD-02617-LHK (N.D.
23 Cal) (\$115 million settlement of data breach consumer class action). She has also served as
24 plaintiffs’ counsel in class action cases on behalf of Medicaid beneficiaries, including *Oster v.*
25 *Lightbourne*, No. 09-cv-04668-CW, 2012 WL 691833 (N.D. Cal. Mar. 2, 2012) (court ordered
26 injunctive relief in certified class action); and *MR. v. Dreyfus*, 697 F.3d 706 (9th Cir. 2011).

27 21. Ms. Cervantez was named by the *Daily Journal* as a “California Lawyer of the
28 Year” in Data Breach and Privacy Litigation. She has been named a Northern California “Super

1 Lawyer” in the area of Plaintiffs’ side Employment Litigation every year since 2010, and as one
2 of the top 50 women attorneys in Northern California. In 2020, she was named in the Legal 500
3 Hall of Fame in the field of Plaintiff Labor and Employment Disputes.

4 22. Ms. Cervantez also writes about employment law issues on a regular basis. Ms.
5 Cervantez is on the Board of Editors for the Fair Labor Standards Act (BNA, Third Ed. and
6 Supplements). She has also been a chapter editor or contributor to Employment Discrimination
7 Law (BNA, Cumulative Supplements to the Third and Fourth Editions) and Wage and Hour
8 Laws, A State-by-State Survey (BNA, Second Ed. and Supplements). Her published articles on
9 employment topics include “When Should You Bring State Law Wage and Hour Claims in
10 Addition to, or Instead of, FLSA Claims,” The Employee Advocate (Summer/Fall 2003) and
11 (with co-authors) “Avoiding Procedural Pitfalls,” The Employee Advocate (Summer 2008).
12 Conference papers include “Structuring Class Settlements That Will Get Approved” (Bridgeport,
13 2014); “Class and Collective Action Certification of Independent Contractor Misclassification
14 Cases” (NELA, March 2013); “Significant Legal Developments in Wage and Hour Law” (NELA,
15 2011); “Preventing Wage Theft from Low-Wage Workers: Recent Developments in Litigating
16 Independent Contractor Misclassification Cases and Off-the-Clock Cases” (AFL-CIO LCC Union
17 Lawyers Conference, April 2011, San Diego); “Recognizing and Handling Potential Conflicts of
18 Interest in the Prosecution and Settlement of Employment Class Action Lawsuits” (NELA, June
19 2010); Co-author with L. Julius M. Turman, “Introduction to Class Actions and Collective
20 Actions” (ABA Section of Labor and Employment Law, August 2008); and “Class Action Trial
21 Plans” (CELA Advanced Wage and Hour Seminar, 2007).

22 23. Ms. Cervantez also frequently lectures about employment class action issues,
23 including wage and hour class actions. In the past several years, Ms. Cervantez has spoken on
24 these issues at the ABA Section of Labor and Employment Law Annual CLE Conferences in
25 Denver, New Orleans, and Washington D.C.; the ACI Institute conference on wage and hour law
26 in San Francisco; the Consumer Attorneys of California annual convention in San Francisco; the
27 California Employment Lawyers Association (CELA) annual wage and hour conferences in Los
28 Angeles and Oakland; the National Employment Lawyers Association (NELA) seminar on

1 Representing Workers in Individual and Collective Actions Under the FLSA in New Orleans; the
2 NELA seminar on Preventing Wage Theft: a Two-Day Guide to Litigating Cases Involving
3 Wages, Hours, and Work in Chicago; the NELA Annual Convention in Washington D.C.; the
4 AFL-CIO LCC Union Lawyers Conferences in San Diego and Miami; the State Bar of California
5 Labor and Employment Law Section in San Francisco; and the Bar Association of San Francisco
6 Labor and Employment Section Conference in Yosemite.

7 24. Ms. Cervantez serves on the Board of Equal Rights Advocates, where she serves
8 as Chair of its Litigation Committee.

9 25. Corinne Johnson has been an Associate at Altshuler Berzon since September 2019
10 and was a Fellow at Altshuler Berzon from September 2016 to September 2019. She received a
11 B.S. from Colorado School of Mines in 2009 and a J.D. from Stanford Law School in 2012. She
12 served as a law clerk to Judge David M. Ebel, United States Court of Appeals, Tenth Circuit and
13 Judge James L. Robart, United States District Court, Western District of Washington. Ms.
14 Johnson's practice consists primarily of complex civil and impact litigation on behalf of labor
15 unions, workers, public entities, and environmental organizations.

16 26. Hunter B. Thomson has been an Associate at Altshuler Berzon LLP since 2019.
17 He received a B.A. from Northwestern University in 2009, and a J.D. from Columbia Law School
18 in 2014, where he was a James Kent Scholar, Harlan Fiske Stone Scholar, and Lawrence A. Wien
19 National Scholar. While in law school, he published a student note that has been cited in legal
20 scholarship and by the U.S. Court of Appeals for the Ninth Circuit. He served as a law clerk to
21 Judge Lawrence J. O'Neill, United States District Court, Eastern District of California. Prior to
22 his clerkship, Mr. Thomson practiced at Quinn Emanuel Urquhart & Sullivan LLP in New York
23 for three years. During his time there, he represented plaintiffs and defendants in a variety of
24 cases, including complex litigation matters in state and federal courts, arbitration, and
25 administrative proceedings.

26 **II. Active and Diligent Prosecution of this Action**

27 27. Along with our co-counsel Lieff Cabraser Heimann & Bernstein LLP, my
28 colleagues and I have vigorously prosecuted this case since filing the lawsuit in September 2017.

1 28. We conducted detailed factual and legal investigations of the claims of Plaintiffs
2 and the proposed Class at the outset of this case, and have continued to investigate the claims of
3 Plaintiffs and the Class diligently as the case has progressed.

4 29. We have also engaged in extensive formal discovery. We have propounded five
5 sets of requests for production of documents, with 56 requests, and have reviewed over 155,000
6 pages of documents produced. We have also requested and, with the assistance of experts,
7 reviewed payroll and human resources data. We have also propounded three sets of
8 interrogatories, with 7 interrogatories. We have produced documents in response to Requests for
9 Production of Documents to the Named Plaintiffs.

10 30. Deposition discovery has also been active in this case. We took depositions of
11 eight of Google's corporate representatives, on a variety of topics. We also defended the
12 depositions of the four Named Plaintiffs.

13 **III. Trial Plan**

14 31. Based on my experience having served as one of the lead trial counsel in three
15 class action trials (see paragraph 10), I am confident that the claims of Plaintiffs and the class in
16 this case can be tried manageably using common evidence.

17 32. Plaintiffs videotaped the depositions of the persons Google designated as most
18 qualified to testify about a variety of topics, including job duties and responsibilities, company
19 organization and reporting structure, compensation (including at hire and for incumbents),
20 performance reviews, promotions, and recruiting. Pursuant to Cal. Evid. Code §1222, we will
21 play excerpts from those depositions at trial and introduce into evidence Company Documents on
22 those topics.

23 33. The PMQ testimony and the company documents will establish, among other
24 things, the following:

25 a. Google uses a centralized and highly regimented system to stratify jobs
26 into various job families (e.g. Software Engineer) and responsibility levels (e.g. SWE 2-9). The
27 intersection of job family and responsibility level is referred to as a job code.

1 b. Google has uniform policies and practices for determining compensation,
2 both at hire and during the course of employees' careers at Google.

3 c. Persons in the same job codes at Google perform substantially similar or
4 equal work.

5 d. At least until August 2017, Google asked candidates about their prior pay
6 and used prior pay to set starting salaries and to assign starting levels.

7 34. In addition to testimony from Google's PMQ and company documents, Plaintiffs
8 will present expert testimony from two experts: David Neumark, a professor of economics at the
9 University of California, Irvine; and Dr. Leaetta Hough, an Industrial Organization Psychologist
10 and a former President of the Society of Industrial Organizational Psychologists.

11 35. Professor Neumark has analyzed Google's payroll and human resources data. He
12 will testify, among other things, as follows.

13 a. The proposed class has over 10,800 members.

14 b. A comparison of the compensation between men and women in the same
15 job codes establishes that women were paid less than men in the same job codes. The disparities
16 are large and highly statistically significant.

17 c. The disparities are not explained by education, experience, job tenure, job
18 location, or performance review score.

19 d. Google assigns women to lower levels than men with comparable
20 education and experience.

21 36. Professor Hough will testify that at Google, persons in the same job code perform
22 substantially similar work.

23 37. The Representative Plaintiffs, and some class members, will also testify how they
24 were harmed by Google's policies and practices. That testimony will bring the cold statistics to
25 life.

26 38. The testimony outlined above will suffice both to establish Plaintiffs' *prima facie*
27 case, and to rebut any defenses Google may assert (such as alleged bona fide factors purporting to
28 explain pay disparities). There will be no need for individualized, class member by class member

1 testimony, because the pay disparities, the causes therefor, and the disparate impact of Google's
2 policies on women can all be established (or rebutted by Google) using expert testimony.

3 **IV. Common Evidence From Depositions and ALJ Hearing**

4 39. Attached hereto as Exhibit B are true and correct copies of excerpts of transcripts
5 of the deposition of Brian Ong, who was designated by Google to testify about, among other
6 things, hiring and job assignment at hire, including assignment to job position, job level, specific
7 project, product or team, location, and the structure of the team and identity of persons involved
8 in making and reviewing hiring and job assignment decisions.

9 40. Attached hereto as Exhibit C are true and correct copies of excerpts of transcripts
10 of the deposition of Kyle Rowe, who was designated by Google to testify about, among other
11 things, the role of Google recruiters in the assignment of job/level upon hire for employees,
12 including recruiter's role in sourcing potential candidates, assessing minimum and preferred
13 qualifications, assigning candidates to interview rubrics and job levels, and assigning
14 compensation to new hires, as well as the training and review of recruiters regarding the above
15 topics.

16 41. Attached hereto as Exhibit D are true and correct copies of excerpts of transcripts
17 of the February 5, 2019, deposition of Stephanie Tietbohl, who was designated by Google to
18 testify about, among other things, the application process for promotion, the criteria for
19 promotion, the structure, personnel, policies, procedures, and practices of Google regarding
20 promotion, and the identity of persons involved in making promotion decisions, and involved in
21 in developing reviewing and implementing Google's policies and practices regarding promotion.

22 42. Attached hereto as Exhibit E are true and correct copies of excerpts of transcripts
23 of the July 31, 2019 deposition of Stephanie Tietbohl, who was designated by Google to testify
24 about, among other things, the application process for promotion, the criteria for promotion, the
25 structure, personnel, policies, procedures, and practices of Google regarding promotion, and the
26 identity of persons involved in making promotion decisions, and involved in in developing
27 reviewing and implementing Google's policies and practices regarding promotion.
28

1 43. Attached collectively as Exhibit F hereto are true and correct copies of excerpts of
2 transcripts of Google Vice President of Compensation Frank Wagner at hearings before
3 administrative law Judge Steven Berlin in *OFCCP v. Google*, Case No. 2017-OFC-08004, on
4 April 7, 2017, and May 26, 2017.

5 44. Attached hereto as Exhibit G are true and correct copies of excerpts of transcripts
6 of the deposition of Frank Wagner, who was designated by Google to testify about, among other
7 things, compensation of incumbent Google employees, including base pay raises, bonuses, equity
8 grants, training as it relates to compensation for incumbent Google employees, and the general
9 structure of the compensation team.

10 45. Attached hereto as Exhibit H are true and correct copies of excerpts of transcripts
11 of the deposition of Alex Williams, who was designated by Google to testify about, among other
12 things, compensation of new hires at Google, including initial salary setting for both entry-level
13 and experienced hires, determination of pay ranges across organizations, ladders, and families,
14 sign-on bonuses for new hires, equity grants for new hires, and training as it relates to
15 compensation for new hires.

16 46. Attached hereto as Exhibit I are true and correct copies of excerpts of transcripts of
17 the deposition of Representative Plaintiff Kelly Ellis.

18 47. Attached hereto as Exhibit J are true and correct copies of excerpts of transcripts
19 of the deposition of Representative Plaintiff Heidi Lamar.

20 48. Attached hereto as Exhibit K are true and correct copies of excerpts of transcripts
21 of the deposition of Representative Plaintiff Holly Pease.

22 49. Attached hereto as Exhibit L are true and correct copies of excerpts of transcripts
23 of the deposition of Representative Plaintiff Kelli Wisuri.

24 **V. Common Evidence From Documents**

25 50. Attached hereto as Exhibit M is a true and correct copy of Plaintiffs' Deposition
26 Exhibit 503, marked at the deposition of Google PMQ designee Bucich, listing the Covered
27 Positions at issue in this case.
28

1 51. Attached hereto as Exhibit N is a true and correct copy of Plaintiffs' Deposition
2 Exhibit 510, marked at the deposition of Google PMQ designee Williams, produced by Google
3 with the bates numbers GOOG-ELLIS-00003583 to 00003584 entitled [REDACTED]
4 [REDACTED]."

5 52. Attached hereto as Exhibit O is a true and correct copy of Plaintiffs' Deposition
6 Exhibit 511, marked at the deposition of Google PMQ designee Williams, produced by Google
7 with the bates numbers GOOG-ELLIS-00003362 to GOOG-ELLIS-00003366 entitled "[REDACTED]
8 [REDACTED]."

9 53. Attached hereto as Exhibit P is a true and correct copy of Plaintiffs' Deposition
10 Exhibit 512, marked at the deposition of Google PMQ designee Williams, produced by Google
11 with the bates numbers GOOG-ELLIS-00002150 entitled "New Hire Compensations Changes
12 (August 2017)."

13 54. Attached hereto as Exhibit Q is a true and correct copy of Plaintiffs' Deposition
14 Exhibit 513, marked at the deposition of Google PMQ designee Williams, produced by Google
15 with the bates numbers GOOG-ELLIS-00002150 entitled "[REDACTED]
16 [REDACTED]."

17 55. Attached hereto as Exhibit R is a true and correct copy of Plaintiffs' Deposition
18 Exhibit 534, marked at the deposition of Google PMQ designee Wagner, produced by Google
19 with the bates numbers GOOG-ELLIS-00016192 to GOOG-ELLIS-00016193 entitled "Peer
20 Bonus."

21 56. Attached hereto as Exhibit S is a true and correct copy of Plaintiffs' Deposition
22 Exhibit 539, marked at the deposition of Google PMQ designee Tietbohl, produced by Google
23 with the bates numbers GOOG-ELLIS-00003849 to GOOG-ELLIS-00003850 entitled "Grow
24 Help: Rating Descriptions."

25 57. Attached hereto as Exhibit T is a true and correct copy of Plaintiffs' Deposition
26 Exhibit 555, marked at the deposition of Google PMQ designee Tietbohl, produced by Google
27 with the bates numbers GOOG-ELLIS-00001677 to GOOG-ELLIS-00001680 entitled
28 "[REDACTED]."

1 58. Attached hereto as Exhibit U is a true and correct copy of Plaintiffs' Deposition
2 Exhibit 565, marked at the deposition of Google PMQ designee Tietbohl, produced by Google
3 with the bates numbers GOOG-ELLIS-00003190 to GOOG-ELLIS-00003191 entitled "Overview
4 of the promotion process: GBO/G&A/Marketing."

5 59. Attached hereto as Exhibit V is a true and correct copy of Plaintiffs' Deposition
6 Exhibit 567, marked at the deposition of Google PMQ designee Brian Ong, produced by Google
7 with the bates numbers GOOG-ELLIS-00002017 to GOOG-ELLIS-00002018, entitled "Hiring
8 Committee Notes Template."

9 60. Attached hereto as Exhibit W is a true and correct copy of Plaintiffs' Deposition
10 Exhibit 568, marked at the deposition of Google PMQ designee Brian Ong, produced by Google
11 with the bates numbers GOOG-ELLIS-00001952; GOOG-ELLIS-00002377-GOOG-ELLIS-
12 00002378; GOOG-ELLIS-00002260-GOOG-ELLIS-00002262; GOOG-ELLIS-00002335-
13 GOOG-ELLIS-00002336; GOOG-ELLIS-00002257-GOOG-ELLIS-00002259; GOOG-ELLIS-
14 00001771; GOOG-ELLIS-00001800-GOOG-ELLIS-00001793, entitled "gHire: Deep Dives."

15 61. Attached hereto as Exhibit X is a true and correct copy of Plaintiffs' Deposition
16 Exhibit 573, marked at the deposition of Google PMQ designee Brian Ong, produced by Google
17 with the bates numbers GOOG-ELLIS-00016110 to GOOG-ELLIS-00016113, containing [REDACTED]
18 [REDACTED].

19 62. Attached hereto as Exhibit Y is a true and correct copy of Plaintiffs' Deposition
20 Exhibit 575, marked at the deposition of Google PMQ designee Brian Ong, produced by Google
21 with the bates numbers GOOG-ELLIS-00016372 to GOOG-ELLIS-00016375, the [REDACTED]
22 [REDACTED]."

23 63. Attached hereto as Exhibit Z is a true and correct copy of Plaintiffs' Deposition
24 Exhibit 576, marked at the deposition of Google PMQ designee Brian Ong, produced by Google
25 with the bates numbers GOOG-ELLIS-00016222 to GOOG-ELLIS-00016229, [REDACTED]
26 [REDACTED]."

27 64. Attached hereto as Exhibit AA is a true and correct copy of Plaintiffs' Deposition
28 Exhibit 577, marked at the deposition of Google PMQ designee Brian Ong, produced by Google

1 in Native excel format with the bates number GOOG-ELLIS-00004402, an [REDACTED]

2 [REDACTED].

3 65. Attached hereto as Exhibit BB is a true and correct copy of a document entitled
4 “[REDACTED]” dated Jan. 4, 2018, produced by Google in with the bates number
5 GOOG-ELLIS-00001681 to GOOG-ELLIS-00001690.

6 66. Attached hereto as Exhibit CC is a true and correct copy of an excel spreadsheet
7 entitled “[REDACTED],” produced by Google in native Excel format with the bates
8 number GOOG-ELLIS-00001691.

9 67. Attached hereto as Exhibit DD is a true and correct copy of a document entitled
10 [REDACTED],” dated August 2017, produced by Google with
11 the bates number GOOG-ELLIS-00004286 to GOOG-ELLIS-00004292.

12 68. Attached hereto as Exhibit EE is a true and correct copy of a document entitled
13 “[REDACTED],” produced by Google with the bates number GOOG-ELLIS-00004293 to
14 GOOG-ELLIS-00004300.

15 69. Attached hereto as Exhibit FF is a true and correct copy of a [REDACTED]
16 [REDACTED] produced by Google with the bates number GOOG-
17 ELLIS-00004301 to GOOG-ELLIS-00004302.

18 70. Attached hereto as Exhibit GG is a true and correct copy of a [REDACTED]
19 [REDACTED] produced by Google with the bates number
20 GOOG-ELLIS-00004303 to GOOG-ELLIS-00004304.

21 71. Attached hereto as Exhibit HH is a true and correct copy of a document entitled
22 [REDACTED],” produced by Google with the bates number GOOG-ELLIS-00004305
23 to GOOG_ELLIS-0004310.

24 72. Attached hereto as Exhibit II is a true and correct copy of a document entitled [REDACTED]
25 [REDACTED],” dated Aug. 23, 2017, produced by Google with the bates number GOOG-ELLIS-
26 00004311 to GOOG-ELLIS-00004328.

1 73. Attached hereto as Exhibit JJ is a true and correct copy of the [REDACTED]
2 [REDACTED] produced by Google in with the bates number GOOG-
3 ELLIS-00004329 to GOOG-ELLIS-00004336.

4 74. Attached hereto as Exhibit KK is a true and correct copy of the [REDACTED]
5 [REDACTED] dated prior to August 2016, produced by Google with the
6 bates number GOOG-ELLIS-00004337 to GOOG-ELLIS-00004348.

7 75. Attached hereto as Exhibit LL is a true and correct copy of the [REDACTED]
8 [REDACTED] dated prior to August 2016, produced by
9 Google with the bates number GOOG-ELLIS-00004349 to GOOG-ELLIS-00004362.

10 76. Attached hereto as Exhibit MM is a true and correct copy of the document entitled
11 “[REDACTED],” dated August 2017, produced by Google with the bates
12 number GOOG-ELLIS-00004363 to GOOG-ELLIS-00004377.

13 77. Attached hereto as Exhibit NN is a true and correct copy of the document entitled
14 “[REDACTED],” produced by Google with the bates number GOOG-ELLIS-
15 00004379 to GOOG-ELLIS-00004388.

16 78. Attached hereto as Exhibit OO is a true and correct copy of the document entitled
17 “[REDACTED],” produced by Google with the bates number GOOG-ELLIS-
18 00004389 to GOOG-ELLIS-00004394.

19 79. Attached hereto as Exhibit PP is a true and correct copy of the document entitled
20 “[REDACTED],” dated Oct. 3, 2016, produced by Google with the bates
21 number GOOG-ELLIS-00004397 to GOOG-ELLIS-00004398.

22 80. Attached hereto as Exhibit QQ is a true and correct copy of the document entitled
23 “[REDACTED],” dated Nov. 30, 2016, produced by Google with the bates number
24 GOOG-ELLIS-00004403 to GOOG-ELLIS-00004405.

25 81. Attached hereto as Exhibit RR is a true and correct copy of the document entitled
26 “[REDACTED],” dated August
27 2017, produced by Google with the bates number GOOG-ELLIS-00004440.
28

1 82. Attached hereto as Exhibit SS is a true and correct copy of the document entitled
2 “ [REDACTED],” dated Dec. 2017, produced by Google with the bates
3 number GOOG-ELLIS-00004442 to GOOG-ELLIS-00004444.

4 83. Attached hereto as Exhibit TT is a true and correct copy of the document entitled
5 “ [REDACTED],” dated Dec. 28, 2016,
6 produced by Google with the bates number GOOG-ELLIS-00004974 to GOOG-ELLIS-
7 00004976.

8 84. Attached hereto as Exhibit UU is a true and correct copy of the document entitled
9 “ [REDACTED],” dated Nov. 8, 2016, produced by Google with the
10 bates number GOOG-ELLIS-00004977 to GOOG-ELLIS-00004979.

11 85. Attached hereto as Exhibit VV is a true and correct copy of the document entitled
12 “ [REDACTED],” dated Feb. 16, 2017, produced by Google with the bates number
13 GOOG-ELLIS-00004980 to GOOG-ELLIS-00004982.

14 86. Attached hereto as Exhibit WW is a true and correct copy of the document entitled
15 “ [REDACTED]” produced by Google with the bates number GOOG-ELLIS-
16 00008310 to GOOG-ELLIS-00008314.

17 87. Attached hereto as Exhibit XX is a true and correct copy of the document entitled
18 “ [REDACTED],” dated prior to May 14, 2018, produced by Google with the
19 bates number GOOG-ELLIS-00008315 to GOOG-ELLIS-00008321.

20 88. Attached hereto as Exhibit YY is a true and correct copy of the document entitled
21 “ [REDACTED],” produced by Google
22 with the bates number GOOG-ELLIS-00009666 to GOOG-ELLIS-00009667.

23 89. Attached hereto as Exhibit ZZ is a true and correct copy of the document entitled
24 “ [REDACTED],” produced by Google with the bates
25 number GOOG-ELLIS-00009846 to GOOG-ELLIS-00009849.

26 90. Attached hereto as Exhibit AAA is a true and correct copy of the document
27 entitled “ [REDACTED],” produced by Google
28 with the bates number GOOG-ELLIS-00010044 to GOOG-ELLIS-00010050.

1 91. Attached hereto as Exhibit BBB is a true and correct copy of the document entitled
2 "[REDACTED]," produced by Google with the bates number
3 GOOG-ELLIS-00010230 to GOOG-ELLIS-00010269.

4 92. Attached hereto as Exhibit CCC is a true and correct copy of the document entitled
5 "[REDACTED]," produced by Google with the bates
6 number GOOG-ELLIS-00010351 to GOOG-ELLIS-00010353.

7 93. Attached hereto as Exhibit DDD is a true and correct copy of the document
8 entitled "[REDACTED]," produced by Google with
9 the bates number GOOG-ELLIS-00010725 to GOOG-ELLIS-00010727

10 94. Attached hereto as Exhibit EEE is a true and correct copy of the document entitled
11 "[REDACTED]," produced by Google with the bates number GOOG-ELLIS-00010857 to
12 GOOG-ELLIS-00010859.

13 95. Attached hereto as Exhibit FFF is a true and correct copy of the document entitled
14 "[REDACTED] 1," produced by Google with the bates number GOOG-ELLIS-00010907 to
15 GOOG-ELLIS-00010908.

16 96. Attached hereto as Exhibit GGG is a true and correct copy of the document
17 entitled "[REDACTED] produced by Google with the bates number GOOG-ELLIS-
18 00016919 to GOOG-ELLIS-00016921.

19 97. Attached hereto as Exhibit HHH is a true and correct copy of an email with the
20 subject "[REDACTED]," produced by Google with the bates number
21 GOOG-ELLIS-00018822 to GOOG-ELLIS-00018824.

22 98. Attached hereto as Exhibit III is a true and correct copy of an email with the
23 subject "[REDACTED] produced by Google with the bates number GOOG-ELLIS-
24 00018925 to GOOG-ELLIS-00018926.

25 99. Attached hereto as Exhibit JJJ is a true and correct copy of a PowerPoint
26 Presentation entitled "[REDACTED]," dated May 2019, produced by
27 Google with the bates number GOOG-ELLIS-00024077 to GOOG-ELLIS-00024144.
28

1 100. Attached hereto as Exhibit KKK is a true and correct copy of an email with the
2 subject "[REDACTED]," dated May 12, 2017, produced by Google with the bates number
3 GOOG-ELLIS-00025478 to GOOG-ELLIS-00025485.

4 101. Attached hereto as Exhibit LLL is a true and correct copy of a document entitled
5 "[REDACTED]," produced by Google with the bates number GOOG-ELLIS-00025792 to
6 GOOG-ELLIS-00025796.

7 102. Attached hereto as Exhibit MMM is a true and correct copy of a document entitled
8 "[REDACTED]
9 [REDACTED]," produced by Google in Native Excel format with the bates number GOOG-ELLIS-
10 00099060.

11 103. Attached hereto as Exhibit NNN is a true and correct copy of a document entitled
12 "[REDACTED]" produced by Google in
13 with the bates number GOOG-ELLIS-00155761 to GOOG-ELLIS-00155763.

14 104. Attached hereto as Exhibit OOO is a true and correct copy of a document entitled
15 "[REDACTED]
16 [REDACTED]," produced by Google with the bates
17 number GOOG-ELLIS-00156144 to GOOG-ELLIS-00156174.

18 105. Attached hereto as Exhibit PPP is a true and correct copy of a document entitled
19 "[REDACTED]
20 [REDACTED]" produced by Google with the
21 bates number GOOG-ELLIS-00156819 to GOOG-ELLIS-00157119.

22 106. Attached hereto as Exhibit QQQ is a true and correct copy of a document entitled
23 "Employment Application" produced by Google with the bates number GOOG-ELLIS-00001591
24 to GOOG-ELLIS-00001593.

25 107. Attached hereto as Exhibit RRR is a true and correct copy of a document entitled
26 "[REDACTED]" produced by Google with the bates number GOOG-
27 ELLIS-00016103 to GOOG-ELLIS-00016109.
28

108. Attached hereto as Exhibit SSS is a true and correct copy of a document entitled “Start a conversation about performance expectations” produced by Google with the bates number GOOG-ELLIS-00003189.

109. Attached hereto as Exhibit TTT is a true and correct copy of a document entitled “Intro and overview: Learn about the underlying philosophy and 5 key elements of Perf” produced by Google with the bates number GOOG-ELLIS-00003847 to GOOG-ELLIS-00003848.

110. Attached hereto as Exhibit UUU is a true and correct copy of a document entitled “[REDACTED]” produced by Google with the bates number GOOG-ELLIS-00011282 to GOOG-ELLIS-00011302.

111. Attached hereto as Exhibit VVV is a true and correct copy of a document entitled “[REDACTED]” produced by Google with the bates number GOOG-ELLIS-00011370 to GOOG-ELLIS-00011436.

112. Attached hereto as Exhibit WWW is a true and correct copy of a document entitled “[REDACTED]” produced by Google with the bates number GOOG-ELLIS-00021325 to GOOG-ELLIS-00021326.

113. Below is a chart of Exhibits to this Declaration:

EXHIBITS	
A	Altshuler Berzon LLP Firm Resume
B	Ong Deposition Transcript
C	Rowe Deposition Transcript
D	7/31/19 Tietbohl Deposition Transcript re: Promotions
E	2/5/19 Tietbohl Deposition Transcript re: Promotions
F	Wagner OFCCP Deposition Transcript
G	Wagner Deposition Transcript
H	Williams Deposition Transcript
I	Ellis Deposition Transcript
J	Lamar Deposition Transcript
K	Pease Deposition Transcript
L	Wisuri Deposition Transcript
M	Plaintiffs' Deposition Exhibit 503
N	Plaintiffs' Deposition Exhibit 510
O	Plaintiffs' Deposition Exhibit 511
P	Plaintiffs' Deposition Exhibit 512

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EXHIBITS	
Q	Plaintiffs' Deposition Exhibit 513
R	Plaintiffs' Deposition Exhibit 534
S	Plaintiffs' Deposition Exhibit 539
T	Plaintiffs' Deposition Exhibit 555
U	Plaintiffs' Deposition Exhibit 565
V	Plaintiffs' Deposition Exhibit 567
W	Plaintiffs' Deposition Exhibit 568
X	Plaintiffs' Deposition Exhibit 573
Y	Plaintiffs' Deposition Exhibit 575
Z	Plaintiffs' Deposition Exhibit 576
AA	Plaintiffs' Deposition Exhibit 577
BB	Goog-Ellis-00001681
CC	Goog-Ellis-00001691
DD	Goog-Ellis-00004286
EE	Goog-Ellis-00004293
FF	Goog-Ellis-00004301
GG	Goog-Ellis-00004303
HH	Goog-Ellis-00004305
II	Goog-Ellis-00004311
JJ	Goog-Ellis-00004329
KK	Goog-Ellis-00004337
LL	Goog-Ellis-00004349
MM	Goog-Ellis-00004363
NN	Goog-Ellis-00004379
OO	Goog-Ellis-00004389
PP	Goog-Ellis-00004397
QQ	Goog-Ellis-00004403
RR	Goog-Ellis-00004440
SS	Goog-Ellis-00004442
TT	Goog-Ellis-00004974
UU	Goog-Ellis-00004977
VV	Goog-Ellis-00004980
WW	Goog-Ellis-00008310
XX	Goog-Ellis-00008315
YY	Goog-Ellis-00009666
ZZ	Goog-Ellis-00009846
AAA	Goog-Ellis-00010044
BBB	Goog-Ellis-00010230
CCC	Goog-Ellis-00010351
DDD	Goog-Ellis-00010725
EEE	Goog-Ellis-00010857
FFF	Goog-Ellis-00010907
GGG	Goog-Ellis-00016919
HHH	Goog-Ellis-00018822
III	Goog-Ellis-00018925

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EXHIBITS	
JJJ	Goog-Ellis-00024077
KKK	Goog-Ellis-00025478
LLL	Goog-Ellis-00025792
MMM	Goog-Ellis-00099060
NNN	Goog-Ellis-00155761
OOO	Goog-Ellis-00156144
PPP	Goog-Ellis-00156819
QQQ	Goog-Ellis-00001591
RRR	Goog-Ellis-00016103
SSS	Goog-Ellis-00003189
TTT	Goog-Ellis-00003847
UUU	Goog-Ellis-00011282
VVV	Goog-Ellis-00011370
WWW	Goog-Ellis-00021325

I declare under penalty of perjury, under the laws of California, that the foregoing is true and correct. Executed at San Francisco, California, July 21, 2020.

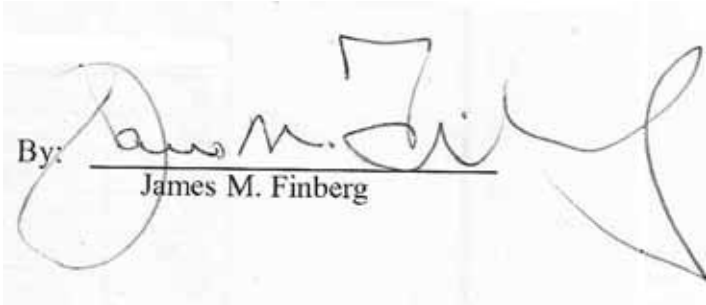
By: 
James M. Finberg

Exhibit A

STEPHEN P. BERZON
ERIC P. BROWN
HAMILTON CANDEE
EVE H. CERVANTEZ
BARBARA J. CHISHOLM
JEFFREY B. DEMAIN
JAMES M. FINBERG
EILEEN B. GOLDSMITH
MEREDITH A. JOHNSON
SCOTT A. KRONLAND
ANDREW KUSHNER
REBECCA MORYL LEE
DANIELLE E. LEONARD
STACEY M. LEYTON
AMANDA C. LYNCH
MATTHEW J. MURRAY
ZOE PALITZ
P. CASEY PITTS
DANIEL T. PURTELL
MICHAEL RUBIN
JENNIFER A. SORENSON
PEDER J. THOREN
MEGAN WACHSPRESS

ALTSHULER BERZON LLP
ATTORNEYS AT LAW
177 POST STREET, SUITE 300
SAN FRANCISCO, CALIFORNIA 94108
(415) 421-7151
FAX (415) 362-8064
www.altshulerberzon.com

FRED H. ALTSHULER
FOUNDING PARTNER EMERITUS
PETER D. NUSSBAUM
PARTNER EMERITUS
CORINNE JOHNSON
FELLOW

February 2019

FIRM RESUME

Altshuler Berzon LLP is a San Francisco law firm that specializes in labor and employment, environmental, constitutional, campaign and election, and civil rights law. Although most of our cases are in federal and state courts in California, we appear regularly in courts throughout the country and before the National Labor Relations Board.

In past years, the firm's attorneys have won major victories in the cases described below, following the description of the firm's current docket. Attorney biographies and citations to decisions follow at the end of this resume.

CURRENT CASES

Altshuler Berzon LLP's current docket includes the following matters:

- * *North Carolina State Conference of the NAACP v. The North Carolina State Bd. of Elections*: Federal law challenge to North Carolina state and county officials' removal of thousands of voters from the registration rolls in the weeks leading up to the November 2016 election based on mass challenges alleging that the voters had relocated their residences.
- * *Chamber of Commerce v. City of Seattle*: The defense on remand from the Ninth Circuit of a Seattle ordinance authorizing collective organization and negotiation by independent contractor drivers who work for for-hire transportation companies, such as Uber and Lyft.
- * *Ellis v. Google, Inc.*: A class action under the California Equal Pay Act alleging that Google pays women employees less than it pays men with similar qualifications performing similar work.
- * *Jewett v. Oracle Corp.*: A class action under the California Equal Pay Act alleging the women employed in technology and technology support positions were paid less than men with similar qualifications performing similar work.
- * *Rivera Madera v. Lee*: A federal court challenge, under the Voting Rights Act, to Florida's failure to provide Spanish language ballots in thirty two of its counties.

* ***People v. ConAgra***: Representation of California cities and counties on appeal, to defend judgment requiring lead paint companies to establish a \$409 million abatement fund to identify and clean up hazardous interior lead paint in residences across California.

* ***Sanchez v. McDonald's/Salazar v. McDonald's***: California state law class actions in state and federal appeals courts on behalf of restaurant crew members employed by corporate-owned and franchisee-owned McDonald's fast food outlets, alleging numerous violations of California employment law and seeking to establish McDonald's corporate liability on joint employer and other theories.

* ***Regents of University of California v. United States Dep't of Homeland Security/County of Santa Clara v. Trump***: A federal court action challenging the Trump Administration's rescission of the Deferred Action for Childhood Arrivals ("DACA") program on constitutional, statutory, and equitable grounds.

* ***Curling v. Kemp***: Representation of *amicus curiae* Common Cause, National Election Defense Coalition, and Protect Democracy in a federal court challenge to Georgia's use of electronic voting equipment that does not generate paper records of voting results.

* ***Lewis v. Alabama***: A federal court race discrimination challenge under the Equal Protection Clause to a state law that preempts local labor and employment regulation, in en banc proceedings before the Eleventh Circuit.

* ***Western States Trucking Ass'n v. Schoorl/ California Trucking Ass'n v. Becerra***: Representation of intervenor union in defense of California's use of the "ABC test" to determine whether truck drivers are employees or independent contractors for purposes of a wage order, against Federal Aviation Administration Authorization Act preemption and other claims.

* ***OBOT v. City of Oakland***: Appeal of a federal court judgment that overturned the City of Oakland's application of an ordinance and a resolution prohibiting the storage and handling of coal in Oakland based on substantial risk to residents' health and safety.

* ***Daly v. Board of Supervisors of San Bernardino County***: A Brown Act challenge to a county Board of Supervisors' use of a secret e-mailed ballot procedure to select candidates to interview for a vacant supervisor position.

* ***Quiles v. Koji's Japan Inc.***: A class action alleging wage and hour violations against a restaurant and asserting the restaurant owner's joint and several liability for alleged wage violations.

* ***NRDC v. Jewell***: Following remand from an 11-0 *en banc* victory at the Ninth Circuit, continued litigation of an environmental challenge to long-term contracts for the delivery of more than 2.3 million acre-feet of California Central Valley Project water, which allegedly pose a severe risk to the survival and recovery of the threatened Delta smelt and salmon.

* ***Ibarra v. Wells Fargo Bank***: The defense on appeal of a federal trial court order awarding bank employees over \$95 million in damages based on the bank’s failure to provide meal and rest breaks.

* ***Ridgeway v. Wal-Mart***: Defense on appeal of a \$54 million jury verdict in favor of drivers who were not properly compensated for layovers, rest breaks, and pre- and post-truck inspections.

* ***In re ExxonMobile Corp***: Defense of California cities and counties sued in Texas state court for alleged conspiracy to interfere with an oil and gas company’s speech about the causes and effects of climate change.

* ***City of Oakland et al. v. BP P.L.C. et al.***: A Ninth Circuit appeal in climate-change public-nuisance litigation brought by California cities and counties against oil and gas companies whose extraction, sale, and promotion of fossil-fuel products allegedly contributed to rising sea levels threatening enormous harm to public infrastructure.

* ***Smiles v. Walgreens/Goss v. Ross***: State court “suitable seating” cases on behalf of retail store cashiers who were not permitted access to seating while assisting customers at front-end cashier stands.

* ***Oman v. Delta Air Lines, Inc.***: A California Supreme Court case, on certified questions from the Ninth Circuit, concerning application of California wage-and-hour laws to employees of out-of-state companies, who routinely spent short periods of time working on the ground in California.

* ***Lawson v. ZB Bancorp.***: A California Supreme Court case involving the arbitrability of Labor Code Private Attorney General Act (“PAGA”) claims for back wages under civil penalty provisions of Labor Code §558.

* ***Transport Workers Union Local 556 et al. v. Southwest Airlines Co.***: A class action alleging that the employer violated paid sick leave and kin care requirements of California and local law.

* ***Keller v. California State University***: A state court class action lawsuit against the California State University alleging the University breached its contracts with tens of thousands of students by imposing last-minute fee increases.

* ***Berman v. Microchip/ Shuman v. Microchip***: ERISA class and individual actions against a company that terminated the workforce of its merger partner and refused to pay benefits allegedly due under ERISA severance plan.

* ***Blair v. Rent-A-Center***: A consumer class action in federal district court and the Ninth Circuit seeking a public injunction and damages for hundreds of thousands of low-income consumers who were allegedly overcharged in violation of California’s Rental Purchase Law for appliances and other products purchased on a rent-to-buy basis.

* ***Kilby v. CVS Pharmacy, Inc.***: A federal court action, on remand from the Ninth Circuit after California Supreme Court's ruling on certified questions, alleging that the defendant company failed to provide their employees with suitable seating, as required by a century-old California Wage Order.

* ***Faulkner v. Dominguez***: The defense of a union representing airline ramp, operations, provisions and freight agents in a federal court action for breach of contract.

* ***Warner v. Fry's Electronics***: A state court representative action for civil penalties brought on behalf of sales employees alleging systematic violations of California's minimum wage law.

* ***American Airlines Flow-Thru Pilots Coalition v. Allied Pilots Ass'n***: The defense of a labor union sued for the positions it took in collective bargaining negotiations and in a seniority integration arbitration.

* ***Allied Concrete v. Baker***: The representation of labor union intervenors to defend against a constitutional challenge to a state law that requires suppliers of concrete to public works projects to pay prevailing wages to ready-mix delivery drivers.

* ***As You Sow v. Abbot Laboratories Inc.***: An enforcement action under California's Proposition 65 alleging that a nutrition bar contains lead.

* ***Chavez v. Plan Benefit Services, Inc.***: A federal court class action under ERISA for charging allegedly excessive fees for administrative and marketing services for health insurance and retirement plans.

* ***Kao v. Abbot Laboratories Inc.***: A federal court consumer class action alleging deceptive and unfair business practices in the advertisement of baby formula.

* ***California Physicians' Service dba Blue Shield of California v. Johnson***: Appeal of the denial of an anti-SLAPP motion brought by a whistleblower who was sued for providing information to government regulators, the media, and the public.

* ***Bayer v. Neiman Marcus***: A federal court action under Section 503(b) of Americans with Disabilities Act seeking to establish that an employer's imposition of a mandatory arbitration agreement after the plaintiff-employee had already filed an administrative complaint with the EEOC unlawfully interferes with its employees' ability to pursue their ADA rights.

* ***La Paz v. Simpson Strong-Tie Co.***: A class action alleging that an employer violated meal- and rest-break provisions of California law.

* *Aliser v. SEIU California/ Anderson v. SEIU 503/ Babb v. CTA/ Belgau v. Inslee/ Bermudez v. SEIU Local 521/ Bierman v. Dayton/ Brice v. CFA/ Carey v. Inslee/ Chambers v. AFSCME AFL-CIO et al./ Cook v. Brown and Oregon AFSCME Council 75/ Crockett v. NEA-Alaska/ Danielson v. Inslee/ Few v. UTLA/ Fisk v. Inslee/ Grossman v. HI Gov't Employees/ Hamidi v. SEIU Local 1000/ Hendrickson v. AFSCME Council 18/ Hoekman v. Education Minnesota/ Hough v. SEIU Local 521/ Imhoff v. CTA/ James et al. v. SEIU Local 668 et al./ LaSpina v. SEIU PA State Council/ Lyon v. SEIU Local 1000/ Mandel v. SEIU Local 73/ Martin v. CTA/ Matthews v. UTLA/ McCain v. AFT/ McCutcheon v. CWA/ Mentele v. Inslee/ Molina v. SEIU 668/ Polk v. SEIU Local 2015/ Riffey v. Rauner/ Thompson v. Marietta Education Assn/ Wholean v. CSEA SEIU Local 2001/ Wilford v. NEA: The defense of public sector labor unions against cases seeking to invalidate state laws providing for exclusive representation, challenging the validity of union membership applications that predate the Supreme Court's decisions in *Janus v. AFSCME Council 31* and *Harris v. Quinn*, and attempting to compel refunds of dues and fair share fees paid prior to *Janus* and *Harris*.*

We also represent many local unions and apprenticeship programs on general matters, including litigation, negotiations, arbitrations and advice. In addition, we represent many workers in individual employment matters, public agencies in selected constitutional cases, and law firms and public interest organizations on statutory and common fund attorneys' fees matters. We also defend labor unions and public interest groups against SLAPP suits, and regularly provide legal advice to both unions and public agencies on the drafting of legislation, ballot measures, and regulations.

VICTORIES

LABOR AND EMPLOYMENT

* *UAW v. Johnson Controls* (Supreme Court): Prohibited employers from adopting "fetal protection" policies that discriminate against female workers in violation of Title VII.

* *UAW v. Brock* (Supreme Court): Compelled the Department of Labor to restore \$200 million in wrongfully withheld Trade Act benefits to thousands of unemployed autoworkers and steelworkers.

* *Bower v. Bunker Hill Co.*: Restored, after a six-week jury trial, tens of millions of dollars of retiree health insurance benefits that had been terminated following the shutdown of Idaho's largest private employer.

* *Dynamex Operations West v. Superior Court*: Obtained a unanimous California Supreme Court ruling, after briefing and oral argument on behalf of a coalition of amicus groups, defining "employee" expansively for purposes of the Industrial Welfare Commission's Wage Orders.

* *Interpipe Contracting v. Becerra*: Successfully helped defend, on behalf of a labor organization as amicus curiae, state law that required construction workers' consent to divert their wages to industry advancement programs on public works projects.

- * ***North Carolina State Conference of the NAACP v. The North Carolina State Bd. of Elections***: Obtained summary judgment decision against North Carolina and county election officials, holding that officials violated the National Voter Registration Act by removing thousands of voters from the registration rolls in the weeks leading up to the November 2016 election.
- * ***Rasier LLC v. City of Seattle***: Representing the City of Seattle, defeated state administrative law challenge to rules implementing Seattle ordinance authorizing collective organization and negotiation by independent contractor drivers who work for for-hire transportation companies, such as Uber and Lyft.
- * ***Clark v. City of Seattle***: Representing the City of Seattle, defeated constitutional and statutory challenges to rules implementing Seattle ordinance authorizing collective organization and negotiation by independent contractor drivers who work for for-hire transportation companies, such as Uber and Lyft.
- * ***Golden Gate Restaurant Ass’n v. City and County of San Francisco***: Obtained a Ninth Circuit ruling upholding, against an ERISA preemption challenge, a San Francisco ordinance that requires employers either to provide health benefits to their employees or to pay into a City fund for the same purpose.
- * ***Nicanor Casumpang, Jr. v. Hawaiian Comm’l & Sugar Co.***: Obtained dismissal of former union member’s duty of fair representation claim against labor union, including successful defense of dismissal ruling before the Ninth Circuit.
- * ***Pimentel v. Aloise***: Obtained dismissal with prejudice of union members’ LMRDA challenge to union leadership election.
- * ***Gerawan Farms v. Agricultural Labor Relations Board***: Representing United Farm Workers union in conjunction with in-house counsel, obtained California Supreme Court decision overturning Court of Appeal decision and upholding the constitutionality of a California law requiring binding interest arbitration to resolve agricultural labor disputes.
- * ***UAW v. Kiddoo***: Required California to resume paying unemployment compensation to almost 400,000 unemployed workers following a budgetary impasse between the Legislature and the Governor.
- * ***Bay Area Laundry Workers v. Ferbar*** (Supreme Court): Established longer statute of limitations for suits against employers who withdraw from multi-employer pension plans.
- * ***Burlington Northern Santa Fe Ry. Co. v. Int’l Bhd. of Teamsters Local 174***: Obtained a unanimous *en banc* court of appeals decision overturning decisions that had severely weakened the protection afforded by the Norris-LaGuardia Act to union economic action.
- * ***Armendariz v. Foundation Health Psychcare Svcs.***: Obtained a California Supreme Court ruling that employers cannot require their employees, as a condition of employment, to resolve employment claims through arbitration, where the arbitration agreement does not provide for specific procedural protections.

* ***UFCW Local 751 v. Brown Shoe Group, Inc.*** (Supreme Court): Established union standing to sue employers that violate the Worker Adjustment and Retraining Notification Act's statutory notice requirements.

* ***Vergara v. California***: Overturned on appeal trial court decision invalidating as unconstitutional California statutes governing public school teacher tenure and layoff.

* ***Air Line Pilots Association, International, et al. v. United Airlines, Inc.***: Obtained declaratory and injunctive relief on behalf of United Airlines pilots requiring the airline to comply with California's Kin Care law, which requires employers that offer paid sick leave to allow employees to use up to half of that leave to care for ill relatives.

* ***24 Hour Fitness USA, Inc./ Totten v. Kellogg Brown & Root, LLC***: Obtained rulings from the National Labor Relations Board and the Central District of California striking down mandatory employment arbitration agreements that prohibit class collective actions and representative actions as violations of the right to engage in concerted protected activity guaranteed by the National Labor Relations Act.

* ***Ochoa v. McDonald's***: Obtained substantial settlements with both franchisee and McDonald's in California state law class action brought on behalf of restaurant crew members employed in franchisee-owned McDonald's fast food outlets, alleging numerous violations of California employment law and seeking to establish McDonald's corporate liability on joint employer and other theories.

* ***Hall v. Rite Aid***: Obtained substantial settlement with retailer, including penalties and injunctive relief, in Private Attorneys General Act ("PAGA") case involving claims based on retailer's failure to provide cashiers suitable seating.

* ***Greene v. Dayton***: Obtained Eighth Circuit decision affirming district court's dismissal of claims that a state law permitting homecare workers for Medicaid program participants to be represented by a union is preempted by the National Labor Relations Act, violates the Contract Clause, and tortiously interferes with the right to contract.

* ***Does I, et al. v. The Gap, Inc., et al.***: Negotiated a \$20 million settlement and innovative workplace monitoring program in anti-sweatshop class action on behalf of 30,000 Chinese and other foreign workers against Saipan garment factories and retailers for alleged violations of the Racketeer Influenced and Corrupt Organizations Act, the Alien Tort Claims Act, the Fair Labor Standards Act, and federal common law.

* ***Granite Rock Co. v. Int'l Bhd. of Teamsters*** (Supreme Court): Obtained a U.S. Supreme Court decision rejecting an employer's unprecedented attempt to expand Section 301 of the Labor Management Relations Act to include tort theories for interference with contract by international union.

* ***Regents of the University of Wisconsin v. Adidas***: Successful intervention on behalf of an Indonesian labor union, followed by settlement in the Wisconsin state court, of an action brought to hold Adidas responsible under a University licensing agreement for unpaid wages and benefits owed to 2,700 Indonesian garment workers employed by a bankrupt factory that manufactured Adidas apparel.

* ***Washington Service Contractors Coalition v. District of Columbia***: Successfully defended against a federal preemption challenge a local displaced worker ordinance that requires new service contractors to retain the employees of their predecessors.

* ***NLRB v. Town & Country Electric, Inc.*** (Supreme Court): Protected paid union organizers from discriminatory discharge or refusal to hire under the National Labor Relations Act.

* ***Carrillo v. Schneider Logistics, Inc.***: Federal district court class action resulting in \$22.7 million settlement on behalf of low-wage immigrant warehouse workers who alleged that Walmart, its warehouse operator, and their labor services contractors were joint employers liable for a series of state and federal wage-and-hour violations, including for imposing unlawful group piece rate scheme, wage fraud, and wrongful mass retaliatory termination.

* ***Does I Thru XXIII v. Advanced Textile Corp.***: Established the right of workers to sue under fictitious names and withhold their identities from their employers, where they reasonably fear that disclosure of their identities will result in severe retaliation.

* ***Brinker Restaurant Corp. v. Superior Court***: Obtained a unanimous California Supreme Court decision, which ultimately resulted in a \$56 million settlement, establishing standards governing meal period and rest break claims, and affirming in part and reversing in part trial court's certification of class of low-wage restaurant workers.

* ***Veliz v. Cintas Corp.***: Obtained a \$22.75 million settlement of class actions and individual cases pending in the Ninth Circuit, the Northern District of California, the Judicial Panel on Multidistrict Litigation, and AAA arbitration, each of which challenged a nationwide industrial laundry company's policy of classifying its drivers as exempt from overtime requirements of federal and state wage-and-hour laws.

* ***McDonald v. CP OPCO, LLC dba Classic Party Rentals, et al.***: Obtained substantial settlement in federal class action alleging that defendants failed to provide notice to their employees prior to closing their facilities or conducting a mass layoff, in violation of the federal and California WARN Acts.

* ***AFL-CIO v. Employment Development Department***: Compelled California to continue to pay unemployment compensation benefits to hundreds of thousands of claimants per year pending evidentiary hearings on their continued eligibility.

* ***Hawaii State Teachers Ass'n/United Public Workers v. Lingle***: Enjoined the Governor of Hawaii from unilaterally implementing unpaid furloughs for all state employees of three days per month on the ground that unilateral implementation violated the state constitutional right to collective bargaining.

* ***El Centro v. Lanier***: Defeated a state constitutional challenge to a California law that provides charter cities with a financial incentive to require contractors on municipal construction projects to pay prevailing wages to their employees and to hire apprentices.

* ***Broussard v. First Tower Loan, LLC***: Obtained an arbitration decision holding that an employer violated Title VII's prohibition against sex discrimination when it constructively discharged a transgender male employee by requiring that he act and dress in conformity with traditional female gender stereotypes, and awarding economic and non-economic damages. In subsequent proceedings, the EEOC relied upon the arbitration decision to procure a consent decree requiring substantial changes in the defendant's treatment of transgender employees.

* ***SEIU-UHW v. Fresno County IHSS Public Authority***: Obtained an injunction requiring Fresno County to maintain the wage and benefit rates paid to providers of in-home support services pending arbitration of the union's grievance regarding the wage and benefit reduction.

* ***D.R. Horton***: On behalf of amici SEIU and Change to Win, obtained a ruling from the National Labor Relations Board (later reversed by Fifth Circuit but still binding on Board administrative law judges) that employers commit an unfair labor practice by including prohibitions against joint, class, and collective actions in mandatory employment arbitration agreements.

* ***Narayan v. EGL***: Obtained a Ninth Circuit reversal of a district court's grant of summary judgment to an employer of delivery truck drivers, on the grounds that the district court had improperly applied Texas law to California drivers' statutory wage and hour claims and incorrect concluded that the drivers were independent contractors rather than employees.

* ***Satchell v. FedEx Express***: Obtained a consent decree providing \$55 million in monetary relief to two classes of African American and Latino employees of FedEx Express, as well as comprehensive injunctive relief against discriminatory employment practices, including reducing managerial discretion in promotions, compensation and discipline, and prohibiting the use of a promotion test that had an adverse impact on minority employees.

* ***Noe v. Superior Court***: Obtained a Court of Appeal decision holding that businesses that hire contractors can be held liable under California's Private Attorney General Act for their contractors' misclassification of the contractors' employees as independent contractors.

* ***Bright v. 99 Cent Only Stores, Inc./ Home Depot v. Superior Ct.***: Obtained Court of Appeal rulings that California workers have private right of action under the Labor Code for civil PAGA penalties against employers who violate minimum labor conditions standards guaranteed by Industrial Wage Commission wage orders.

* ***Pulaski v. Calif. Occupational Safety and Health Standards Board***: Successfully defended the nation's first safety standard on ergonomics against an industry challenge, and invalidated exemptions that would have prevented that standard from applying to most California workplaces.

- * ***Passantino v. Johnson & Johnson Consumer Products, Inc.***: Successfully defended on appeal a multi-million dollar jury award in an employment discrimination action under federal and state law.
- * ***SkyWest Pilots ALPA Organizing Committee v. SkyWest Airlines, Inc.***: Obtained a temporary restraining order and a preliminary injunction prohibiting an airline from interfering with its pilots' rights to organize and to free expression under the Railway Labor Act.
- * ***California Teachers Ass'n v. Governing Bd. of Salinas City Elementary Sch. Dist.***: Obtained a California Supreme Court order vacating, and a subsequent Court of Appeal decision reversing, a court of appeal opinion that had required union to arbitrate non-waivable statutory claims brought on behalf of its members; on remand, obtained writ requiring school district to place teachers on the correct steps on the salary schedule and to provide more than \$3 million in back pay and interest.
- * ***Glaviano v. Sacramento City Unified Sch. Dist.***: Obtained a California Court of Appeal decision reversing trial court's interpretation of attorney's fees statute requiring labor organization to disclose amount paid to outside counsel for representation of union member.
- * ***State Building & Constr. Trades v. Aubry***: Struck down, as a usurpation of legislative authority, administrative regulations that would have lowered by 20 percent the prevailing wage rate paid to construction workers on public projects.
- * ***Bell v. Farmers Ins. Exchange (Bell III)***: Obtained an appellate decision upholding the largest overtime pay jury verdict in history, in class action on behalf of insurance company claims representatives who were misclassified as exempt under California's wage and hour law, and subsequently negotiated a settlement in excess of \$200 million for class members.
- * ***Turman v. Superior Court***: Obtained appellate decision holding that individual owners and their companies can be held jointly and severally liable for wage violations if they satisfy the Wage Order and common law definitions of "employer" under California law.
- * ***The Hess Collection Winery v. California Agricultural Relations Bd.***: Successfully defended against a constitutional challenge a California statute providing for the binding resolution of disputes between agricultural employers and their union-represented employees arising from their failure to agree on an initial labor contract, thereby guaranteeing that agricultural workers will obtain an initial contract.
- * ***Employee Staffing Services, Inc. v. Aubry***: Defeated an employee-leasing company's ERISA preemption challenge to California's workers' compensation laws.
- * ***Long Beach City Employees v. City of Long Beach***: Overturned on state constitutional grounds a city policy requiring public employees to submit to polygraph examinations.
- * ***Kaiser Aluminum and Chemical Corp.***: Obtained a ruling that a national aluminum manufacturer violated the National Labor Relations Act by unlawfully locking out 3,000 of its employees and must pay them approximately \$175 million in back wages, at that time the highest backpay award in the history of the Act.

* ***Associated Builders and Contractors v. Nunn/ ACTA v. Smith***: Defeated federal court preemption challenges to a regulation raising the minimum wage rates for California apprentices.

* ***Duran v. U.S. Bank***: Obtained a unanimous California Supreme Court ruling, after briefing and oral argument on behalf of a coalition of amicus groups, allowing California employees to prove class-wide claims through surveys, and statistical and representative evidence, as long as trial plan provides their employer an adequate opportunity to prove individualized affirmative defenses.

* ***Amaral v. Cintas Corp.***: Won a \$1.6 million summary judgment in a class action challenging a nationwide laundry company's systematic underpayment of its workers, defeating state law preemption and federal due process challenges to a local living wage ordinance.

* ***Ellis v. Costco Wholesale Corp.***: Obtained an \$8 million settlement on behalf of a class of women employees who alleged gender discrimination in promotions in violation of Title VII of the 1964 Civil Rights Act, as well as wide-ranging programmatic relief modifying corporate policies to allow women a greater chance of promotions in the future.

* ***AFL-CIO v. Marshall***: Obtained a ruling requiring payment of an additional 26 weeks of extended unemployment compensation benefits, worth billions of dollars, to unemployed workers nationwide.

* ***Capers v. Nunn***: Obtained a decision upholding a California Apprenticeship Council ruling that precluded non-union apprenticeship program from operating outside its approved geographic area.

* ***Rosenburg v. Int'l Business Machines Corp.***: Obtained a \$65 million settlement in a class action brought on behalf of IBM information technology specialists for failure to pay overtime compensation.

* ***Air Line Pilots Ass'n, Int'l v. Emery Worldwide Airlines, Inc.***: Obtained an eight-figure settlement of breach of contract claim on behalf of airline pilots who were permanently furloughed when their employer ceased flight operations.

* ***Cremin v. Merrill Lynch***: Settled a nationwide sex discrimination class action on behalf of women brokers, resulting in establishment of novel claims procedure and agreement by brokerage firm no longer to compel any employees to arbitrate statutory discrimination claims.

* ***Curtis-Bauer v. Morgan Stanley & Co., Inc.***: Obtained a \$16 million class-action settlement for African-American and Latino financial advisors and financial advisor trainees requiring Morgan Stanley to change its account distribution procedures to de-emphasize historical factors that have an adverse impact on minorities, to engage in active recruitment of minority financial advisors, to tie manager compensation to diversification efforts, and to provide other non-monetary relief.

* ***Akau v. Tel-A-Com Hawaii***: Upheld, against an employer’s ERISA preemption challenge, Hawaii’s Dislocated Workers Act, which provided supplemental unemployment compensation benefits to workers adversely affected by plant closings.

* ***Reigh v. Calif. Unemployment Insurance Appeals Bd.***: Obtained the right to unemployment compensation for workers in non-safety-sensitive jobs who were discharged after refusing to take, or failing, a random drug test.

* ***Martens v. Smith Barney***: Settled a nationwide sex discrimination class action on behalf of women brokerage employees, resulting in a novel claims procedure allowing for potentially tens of millions of dollars in damages.

* ***California Hospital Ass’n v. Henning***: Overcame a federal statutory challenge to a California law requiring payment of accrued vacation pay to workers upon cessation of employment.

* ***United Public Workers v. Yogi***: Invalidated a state public employee wage freeze that conflicted with the state constitutional right to organize for the purpose of collective bargaining.

* ***St. Thomas - St. John Hotel & Tourism Ass’n v. Gov’t of the U.S. Virgin Islands***: Defeated a federal preemption challenge to a Virgin Islands statute that protects employees from termination without cause.

* ***Simo v. Union of Needletrades, Industrial & Textile Employees***: Successfully defended on federal appeal a labor union’s use of the “garment industry proviso” to Section 8(e) of the National Labor Relations Act.

* ***Adcock v. United Auto Workers; Patterson v. Heartland Industrial Partners, LLP***: Obtained decisions from the Fourth Circuit (Adcock) and the Northern District of Ohio (Patterson) holding that an agreement under which an employer agrees to remain neutral in union organizing campaigns in return for the union’s agreement to limitations on such campaigns does not violate Section 302 of the Labor Management Relations Act or the Racketeer Influenced and Corrupt Organizations Act.

* ***Heartland Industrial Partners, LLP and the United Steelworkers of America, AFL-CIO***: Obtained a decision from the National Labor Relations Board upholding a neutrality and card-check organizing agreement under Section 8(e) of the National Labor Relations Act.

* ***Pearson Dental Supplies v. Superior Court***: Obtained a California Supreme Court ruling that requires heightened judicial review of an arbitration award, issued pursuant to a mandatory arbitration agreement, that is challenged on the ground that the arbitrator’s legal error deprived the claimant of a hearing on the merits of a fundamental statutory or common law claim.

* ***Danielli v. Int’l Business Machines Corp.***: Obtained a \$7.5 million common-fund settlement in a class action brought on behalf of IBM employees for IBM’s failure to pay overtime compensation.

- * ***Vendachalam v. Tata International***: Obtained a Ninth Circuit decision that Tata International, India's largest conglomerate, could not force its overseas workers to arbitrate employment disputes before Tata's hand-picked arbitrators in Mumbai.
- * ***SEIU Local 24/7 v. Professional Technical Security Services, Inc.***: Obtained a settlement under state wage and hour laws providing payments to hundreds of low-wage workers as reimbursement for uniform cleaning expenses.
- * ***Int'l Longshore & Warehouse Union, Local 142 v. Brewer***: Obtained a settlement on behalf of a class of retirees from sugar and pineapple plantations compensating them for the company's termination of their medical plans.
- * ***Vega v. Contract Cleaning Maintenance, Inc.***: Obtained class-action settlements on behalf of low-wage janitors and maintenance workers who were misclassified as independent contractors, providing double overtime, reimbursement of allegedly unlawful paycheck deductions, and statutory interest.
- * ***Wynne v. McCormick & Schmick's Seafood Restaurants, Inc.***: Obtained a consent decree against a restaurant chain requiring it to implement a series of measures to increase the representation of African-American employees in "front of the house," i.e., server, bartender, and host/hostess, positions.
- * ***Southern California Edison Co. v. Public Utilities Comm'n***: Obtained a decision upholding the authority of the Public Utilities Commission to order utilities to require the payment of prevailing wages to construction workers on energy utility construction projects.
- * ***Adams v. Inter-Con Security Systems, Inc.***: Obtained a \$4 million settlement compensating private security guards who were required to work "off the clock" without pay and requiring the company to pay its employees in the future for the time they spend in mandatory training sessions and pre-shift briefings.
- * ***Martin v. New United Motor Mfg., Inc.***: Obtained a \$4.65 million settlement from an automobile manufacturing plant for failure to compensate its employees for donning and doffing protective gear, in violation of federal and state law.
- * ***IBEW v. Eichleay***: Enforced a multi-million dollar arbitration award against an employer that tried to evade its contract obligations through a non-union alter ego.
- * ***Local 1564 v. City of Clovis***: Invalidated a local "right to work" law enacted by a New Mexico city.
- * ***Patel v. Sugan***: Obtained a nearly \$2 million settlement in a class action challenge to a pharmaceutical company's refusal to pay contractually-mandated severance pay and bonuses to employees upon sale of the company, representing complete recovery of all monies owed plus ten percent interest.

* ***EQR/Legacy Partners***: Obtained a settlement in administrative action of \$1.6 million in back wages to construction workers who were not paid the prevailing wage required on public works projects.

* ***Californians for Safe and Competitive Dump Truck Transportation v. Mendonca***: Defeated an industry challenge to the application of California's prevailing wage law to motor carriers after the enactment of trucking deregulation.

* ***Fry v. Air Line Pilots Ass'n***: Defeated an attempt to hold a union liable under RICO and state tort law for ostracism allegedly directed against strikebreakers.

* ***IBEW Locals 595 and 6 v. LIS Electric***: Won a private attorney general action, after a multi-week trial, against a construction contractor and its president for failing to pay workers prevailing wages on public works projects.

* ***International Longshore and Warehouse Union Local 142 v. Hawaiian Waikiki Beach Hotel***: Obtained an order requiring the corporate parent of a hotel in receivership to arbitrate claims for millions of dollars in accrued vacation and severance pay owed to the hotel's employees.

* ***SEIU v. County of San Bernardino***: Obtained an injunction prohibiting one of the nation's largest counties from depriving its employees of their right to discuss union issues at work.

* ***Retlaw Broadcasting Co. v. National Labor Relations Board***: Successfully defended on appeal the National Labor Relations Board's decision that an employer unlawfully implemented a contract proposal allowing it to bypass the union and negotiate directly with its individual employees.

* ***San Joaquin Regional Transit Dist.***: Obtained an arbitration award that stopped a transit district from contracting out numerous jobs held by union-represented workers.

* ***Driscoll v. Oracle***: Negotiated a \$12.7 million settlement in nationwide overtime case under the Fair Labor Standards Act and state law on behalf of internet sales representatives.

* ***UAW Local 2244 and New United Motor Manufacturing, Inc.***: Obtained an arbitration award in excess of a million dollars for violation of a contractual provision requiring an employer to pay wage premiums to employees who start their shifts before 6:00 a.m.

* ***ATU Local 1292 and Alameda County Transit District***: Obtained an arbitration award prohibiting a public transit district from using a lease arrangement to evade contractual restrictions on outsourcing bargaining unit jobs.

* ***California Federation of Interpreters v. Region 1 Court Interpreter Employment Relations Committee/ California Federation of Interpreters v. Region 2 Court Interpreter Employment Relations Committee/ California Federation of Interpreters v. Region 4 Court***: Obtained arbitration awards requiring Superior Courts to pay mileage compensation to court interpreters and holding that the courts acted illegally by giving interpreting assignments to independent contractors.

* ***New United Motor Manufacturing, Inc. and United Auto Workers, Local 2244***: Successfully challenged in arbitration an employer's policy of terminating sick leave benefits for ill or injured employees, providing relief to nearly one hundred employees.

* ***Int'l Bhd. of Electrical Workers Local 551 v. WSB Electric***: Enjoined a contractor and its officers from continuing to commit unfair business practices by underpaying workers on public works projects, leading to the debarment of the contractor from bidding on public works projects for three years.

* ***Associated Builders and Contractors***: Obtained a National Labor Relations Board decision that an association of non-union construction contractors violated the National Labor Relations Act by filing and prosecuting a lawsuit challenging a union program to recapture jobs for union workers.

* ***McCabe Hamilton & Renny Co., Ltd. v. Int'l Longshore & Warehouse Union, Local 142***: Obtained, and secured against federal court challenge, a \$355,000 arbitration award for a longshore worker who was assaulted, permanently disabled, and forced to spend two years in a witness protection program due to the employer's breach of a contractual duty to provide a safe workplace.

* ***Advocate Health Care Network v. Service Employees Int'l Union***: Obtained dismissal of defamation, commercial disparagement, unfair trade practices, and maintenance claims arising from union's support for community campaign to change hospital chain's practice of overcharging uninsured patients.

* ***In re Opinion of Bill Lockyer, Attorney General (State Allocation Board)***: Obtained an interpretation from the California Attorney General requiring school districts to utilize competitive bidding laws to award public school construction projects, thereby insuring that union contractors have an opportunity to bid on such work.

* ***In re Santa Ana Transit Village***: Obtained a California administrative ruling that a transfer of property for a redevelopment project at so-called "fair reuse value" is not equivalent to a transfer at the "fair market price," thereby requiring the payment of prevailing wages to construction workers on those projects.

* ***Wagner v. Professional Engineers in California Gov't***: Established that the appropriate remedy for legal deficiencies in a union's annual fair share fee notice is for the union to correct and re-issue the notice, not to refund fees previously collected.

* ***Bricklayers and Allied Craftworkers Local 3 v. Northern California Mason Contractors Multiemployer Bargaining Ass'n***: Obtained an arbitration award upholding a union's right to allocate annual economic increases under a collective bargaining agreement between wages and fringe benefits.

- * ***Contra Costa County and Contra Costa Public Defenders Ass’n***: Obtained an arbitration award against Contra Costa County for violating the “parity” clause of its collective bargaining agreement, which required the County to provide its public defenders with any new benefits provided to its district attorneys.

- * ***Montoya v. Laborers International Union of North America***: Obtained the voluntary dismissal with prejudice, after filing a motion to dismiss on grounds of justiciability and preemption, of a challenge to an international labor union’s procedures for transferring geographic jurisdiction between local union affiliates.

- * ***Southern Wine & Spirits v. Simpkins***: Defeated a motion for preliminary injunction in Florida state court seeking to prevent California-based employee of Florida company from working for company’s California competitor.

- * ***SEIU Local 24/7 and Pacific Gas & Electric Company***: Obtained a seven-figure arbitration award for an employer’s failure to pay its security guards for on-duty meal periods.

- * ***UGL-UNNICO Service Co.***: Helped obtain a National Labor Relations Board decision reinstating a bar to challenging a union’s majority status after a new employer assumes control of an organized facility, thereby allowing the parties a reasonable period of time to negotiate a collective bargaining agreement.

- * ***S&F Market Street Health Care LLC and Windsor of North Long Beach***: Obtained victory before a National Labor Relations Board administrative law judge and an injunction in federal district court in a case alleging that a nursing home employer engaged in unlawful “surface bargaining” by insisting on a package of contract proposals that would have forced the union to surrender all representational authority for the duration of the collective bargaining agreement.

- * ***Sheen v. SAG***: Successfully defeated a motion for preliminary injunction under the Labor- Management Reporting and Disclosure Act seeking to stop the counting of votes in a union merger election, resulting in the merger passing by an overwhelming majority.

- * ***Holloway v. Best Buy Co., Inc.***: Obtained a consent decree, with a four-year duration, in a federal court class action requiring changes in Best Buy’s personnel policies and procedures that will enhance the equal employment opportunities for the thousands of women, African Americans, and Latinos employed by Best Buy nationwide.

- * ***Reed v. Los Angeles Unified School District***: Overturned on appeal a California Superior Court decision approving a settlement agreement that impaired the statutory and contractual rights of public school teachers, over the objection of the teachers’ union (which had not agreed to the settlement), on the grounds that the approval of the settlement violated the teachers’ due process right to an adjudication of the merits of the underlying claim and the requirements of the California statute regarding judgments based on settlements.

- * ***Los Angeles Times Communications LLC v. Los Angeles Unified School District***: On behalf of an intervening labor union, obtained a Court of Appeal decision holding that public school teachers’ performance evaluations, identified with particular teachers, are not subject to disclosure under the California Public Records Act.

- * ***Professional Engineers in California Government v. Brown***: Obtained, and successfully defended on appeal, a ruling that the California Governor and Department of Personnel Administration exceeded their authority by unilaterally imposing unpaid furloughs on public employees.
- * ***CRONA and Stanford Hospital & Clinics***: Obtained an arbitration decision finding that an employer violated the recognition clause of a collective bargaining agreement by transferring represented nurses' duties to non-union nurses.
- * ***CRONA and Stanford Hospital & Clinics and Lucile Packard Children's Hospital***: Obtained an arbitration decision that stopped hospitals from making unilateral changes to reduce nurses' health benefits.
- * ***CRONA and Stanford Hospital & Clinics***: Obtained an arbitration decision ordering a hospital to pay specialty skills incentive payments to nurses in the hospital's main operating room.
- * ***Turtle Bay Exploration Park, City of Redding***: Obtained a decision on administrative appeal that a hotel project was covered by the California's prevailing wage law because the developer was not paying fair-market rent for the use of public land, overturning the agency's original, contrary determination.
- * ***Air Conditioning Trades Ass'n v. Baker***: Obtained the dismissal of a constitutional challenge to a California law that protects prospective apprentices from exploitation by requiring a showing of a training need before state approval will be granted to new apprenticeship programs.
- * ***CRONA and Stanford Hospital & Clinics***: Obtained an arbitration decision finding that a union could grieve an employer's violations of procedural protections in the collective bargaining agreement related to termination of probationary employees.
- * ***Kairy v. SuperShuttle Int'l, Inc.***: Successful Ninth Circuit appeal reinstating California employment law claims brought by misclassified airport drivers whose employer argued that allowing the claims to proceed in court would impermissibly interfere with the regulatory authority of the California Public Utilities Commission.
- * ***Green v. Bank of America***: Two successful Ninth Circuit appeals in "suitable seating" case brought on behalf of bank tellers, overturning district court rulings that had construed the law as requiring each employee to specifically request seating, held the law preempted by the National Banking Act, and imposed excessive exhaustion requirements on employees seeking statutory relief.
- * ***Garrett v. Bank of America***: Negotiated a \$15 million civil penalty settlement, of which more than \$7 million was paid to the California Labor and Workforce Development Agency for the enforcement of labor laws and the education of employers and employees about their rights and responsibilities, as well as injunctive relief requiring the defendant to comply with California's "suitable seating" laws, in an action brought under California's Private Attorney General Act.

- * ***Brooks v. U.S. Bank***: Obtained a \$1.9 million settlement of a federal court case brought on behalf of a class of 2,600 in-store bankers for violation of California’s “suitable seating” law.
- * ***Rite-Aid v. Superior Court***: In a case arising under California’s “suitable seating” law, obtained an appellate reversal of the trial court’s denial of class certification, finding that the trial court erred by deciding threshold merits issues at the class certification stage.
- * ***Alex Rodriguez v. Major League Baseball Players Association***: Defended Major League Baseball Players Association against duty of fair representation claims asserted by baseball player whose challenge to Major League Baseball drug testing suspension was resolved in a collectively bargained arbitration procedure, resulting in the player’s voluntary dismissal of his lawsuit shortly after filing complaint.
- * ***Iskanian v. CLS Transportation***: Briefed and argued a California Supreme Court case prohibiting employers from requiring arbitration of representative action claims brought against California’s Private Attorney General Act.
- * ***SEIU Healthcare Michigan v. Snyder***: Obtained an injunction under the Contract Clause of the U.S. Constitution against the implementation of a Michigan statute that would have nullified an existing collective bargaining agreement covering thousands of homecare workers.
- * ***Acquisto v. Sacramento City Unified School District***: Obtained a writ of mandate overturning a school district’s mass layoff of public school teachers out of seniority order.
- * ***United Farmworkers of America, AFL-CIO v. Dutra Farms***: Obtained judgments against 18 growers and a growers’ association prohibiting them from illegally financing an “employee committee” to defeat union organizing drives.
- * ***Steam Press Holdings, Inc. v. Hawaii Teamsters, Local 996***: Established that federal labor law precludes an employer from obtaining damages under state defamation law for economic losses resulting from a strike.
- * ***In re Gulf USA Corporation and Pintlar Corporation***: Preserved millions of dollars of retiree medical benefits in a major bankruptcy proceeding on behalf of thousands of retired Idaho mine and smelter workers.
- * ***IBEW Local 595 v. Aubry***: Enjoined the Department of Industrial Relations from spending taxpayer funds to implement a new methodology that would drastically cut prevailing wage rates, where the Legislature had refused to appropriate funds for that purpose.
- * ***California State Building and Construction Trades Council v. Duncan***: Enjoined the expenditure of state funds on administrative rulemaking proceedings that would have lowered the minimum wage for apprentices throughout California, on the ground that the Governor lacked the authority to item-veto the Legislature’s decision not to fund such proceedings.
- * ***County of Alameda v. Aubry***: Enjoined California from reducing the prevailing wage in the construction industry by 20 percent, where the agency had failed to comply with the Administrative Procedure Act’s rulemaking requirements.

* ***United Steel Workers Local 12-369 v. United Steel Workers, Int'l***: Successfully defended at trial and on appeal an international union wrongfully accused of discrimination and violations of labor law.

* ***Williamson v. Microsemi***: Obtained a \$2.35 million settlement, amounting to 113% of targeted bonuses, on behalf of a class of employees and executives of a merged company who failed to receive change-in-ownership/retention bonuses to which they were entitled after the completion of the merger.

* ***Salas/Pette/Slack v. Int'l Union of Operating Engineers***: In three separate cases, obtained dismissal with prejudice of meritless state and federal claims, including claims under the federal RICO statute, brought against an international union and its officials.

* ***CRONA and Lucile Packard Children's Hospital***: Obtained an arbitration award ordering hospital to pay its nurses contractually-required weekend premium pay in excess of \$100,000.

* ***Bierman v. Dayton/ D'Agostino v. Patrick/ Mentele v. Inslee/ Hill v. SEIU***: Defeated constitutional challenges to state laws that permit childcare and homecare workers to have union representation.

* ***Int'l Franchise Ass'n, Inc. v. City of Seattle***: Assisted, as amicus curiae, in defeating a motion for preliminary injunction that sought to stop Seattle's \$15 minimum wage from going into effect, and subsequently in successfully defending the district court's denial of the preliminary injunction on appeal to the Ninth Circuit, after which the plaintiff voluntarily dismissed the case.

* ***Nat'l Restaurant Ass'n v. Comm'n of Labor***: Secured dismissal on the merits of a fast food industry challenge to a New York state wage order requiring a \$15 per hour minimum wage to be paid to workers in chain restaurants.

* ***Demetris v. Transport Workers Union/ Letbetter v. Transport Workers Union***: Obtained and defended on appeal a judgment of dismissal in favor of a labor union sued over its equity distribution plan in connection with American Airlines' bankruptcy proceedings.

* ***Friedrichs v. California Teachers Ass'n***: Along with co-counsel, successfully defended against constitutional challenge California's "fair share fee" statute, which requires employees who share in the benefits of public sector collective bargaining, but who choose not to become members of the union that represents them, to pay a pro rata portion of the union's costs in obtaining those benefits.

* ***Vaquero v. Ashley Furniture Industries, Inc.***: Successfully defended on appeal a federal court class certification order on behalf of commissioned furniture sales personnel who were not separately paid for non-sales activity, where employer failed to maintain records documenting the extent of that unpaid work.

* ***United Public Workers, AFSCME, Local 646 v. Ige***: Obtained an injunction from the Ninth Circuit temporarily prohibiting the implementation of a Hawai'i state statute that would privatize public health care facilities during the term of a collective bargaining agreement covering those facilities, and subsequently obtained a settlement protecting the affected employees' jobs.

* ***Unico v. Harris***: Obtained a federal district court decision upholding against a federal preemption and constitutional challenge a California law requiring contractors performing work at refineries to use a skilled and trained workforce.

* ***Trustees of the U.A. Local 38 Defined Benefit Pension Plan v. Trustees of the Plumbers and Pipe Fitters National Pension Fund***: Successful representation of a national pension fund in arbitration, federal district court, and the Ninth Circuit, obtaining and defending an arbitration award requiring a local pension fund to remit full pension contributions to the home pension fund of traveling employees pursuant to a national reciprocity agreement between the funds.

* ***Alvarez v. Inslee***: Defeated a constitutional challenge to collectively bargained agreements that grant union representatives access to the public sector employees they represent.

* ***Bayer v. Neiman Marcus***: Obtained Ninth Circuit ruling that nominal damages are available for an employer's interference with its employee's efforts to pursue an Americans with Disabilities Act claim, even though the ADA precludes compensatory damages.

* ***Fisk v. Inslee***: Obtained summary judgment in federal district court upholding union dues authorization agreements against a constitutional challenge, and successfully defended summary judgment ruling on appeal.

* ***Danielson v. Inslee***: Obtained dismissal in federal district court of claim for refund of fair share fees paid prior to the U.S. Supreme Court's decision in *Janus v. AFSCME Council 31*.

* ***AFT Local 2121 v. Accrediting Commission for Community and Junior Colleges***: Obtained settlement in a federal court challenge brought on behalf of labor organizations representing community college faculty and individual faculty members to the practices of an organization that accredits California community colleges and to that entity's threatened termination of the accreditation of City College of San Francisco, which preserves City College's accreditation and mandates policy and standards changes that will increase the accrediting organization's transparency and accountability, and avoid interference with the unions' collective bargaining relationships.

* ***Andino/Ahmad/Arenzana/Avilo/Khan/Narayan v. EGL/CEVA***: Obtained settlements in multiple federal court actions asserting wage and hour claims under the California Labor Code on behalf of delivery truck drivers who were allegedly misclassified as independent contractors rather than employees.

* ***Guzman-Padilla v. Van de Pol***: Negotiated a settlement of a federal court case brought on behalf of approximately 120 Hispanic employees of a dairy, under which the employer agreed to make substantial changes to its employment and housing policies and practices and to pay \$390,000 in class monetary relief.

* ***Riffey v. Rauner***: Upheld on appeal to the Seventh Circuit a federal district court decision refusing to certify a plaintiff class seeking to recoup fair share fees previously paid for union representation in collective bargaining and grievance representation.

* ***Riverbank Unified School Dist. v. Com'n on Professional Competence***: Obtained a California Court of Appeal decision ordering reinstatement of a teacher who had been wrongfully terminated, where the Superior Court failed to apply the correct legal standard and to accord sufficient weight to the administrative tribunal's credibility determinations.

* ***Todd v. Amalgamated Transit Union Local 1574***: Obtained dismissal of claims against a union for breach of the duty of fair representation, breach of contract, and intentional infliction of emotional distress arising from a grievance arbitration.

* ***Aguilar v. Superior Court (Cintas Corp.)/ In re Farmers Ins. Exchange Claims Representative's Overtime Pay Litigation/ Gerlach v. Wells Fargo & Co./ Higazi v. Cadence Design Systems, Inc./ Bell v. Farmers Svcs., LLC/ Gerke v. Waterhouse Securities/ Mendoza-Barrera v. San Andreas HVAC, Inc./ Acevedo v. SelectBuild/ Hines v. KFC/ In re The Pep Boys Overtime Actions/ Figueroa v. Guess?, Inc./ Marchelos v. Reputation.com/ Tokoshima v. The Pep Boys – Manny, Moe, & Jack/ Cancilla v. Ecolab, Inc./ Behaein v. Pizza Hut/ Spicher v. Aidells Sausage Co./ Sanchez v. McDonald's/Hughes v. McDonald's/ Becerra v. Fong/ Pimentel v. Fong/ Lopez v. Delta Air Lines, Inc.***: Obtained numerous awards and settlements, worth tens of millions of dollars, in employment misclassification and wage-and-hour class actions and individual cases.

ENVIRONMENT AND PUBLIC HEALTH

* ***People v. Conagra Grocery Products Co.***: Obtained appellate affirmance of a trial court order requiring three paint manufacturers to pay hundreds of millions of dollars into a fund dedicated to abating health hazards caused by deteriorating lead-based paint in private homes throughout California. Helped successfully oppose paint manufacturers' petitions for California Supreme Court review and U.S. Supreme Court certiorari.

* ***Monsanto Co. v. Office of Environmental Health Hazard Assessment***: Successfully helped defend, on behalf of an intervenor, the constitutionality of Proposition 65's mechanism for listing known carcinogens against a challenge brought by Monsanto.

* ***NRDC v. Patterson (Rodgers)***: Obtained a court ruling that the U.S. Bureau of Reclamation illegally dried up California's second longest river by diverting excessive amounts of water for agricultural and other uses, and subsequently negotiated a comprehensive settlement providing for restoration of the river and reintroduction of native salmon population.

* ***NRDC v. Kempthorne***: Working closely with the Natural Resources Defense Council and Earthjustice, overturned the U.S. Fish and Wildlife Service's biological opinion on the effect of the California Central Valley Project's operations on threatened Delta smelt and obtained protective interim remedies, including reduced water pumping from the Sacramento-San Joaquin River Delta and an order requiring the Service to issue a new biological opinion. Also obtained *en banc* decision from Ninth Circuit reversing district court and holding that the Bureau of Reclamation was obligated to consult with the U.S. Fish and Wildlife Service regarding the effect of renewing long-term water contracts on the threatened Delta smelt.

* ***Les v. Reilly***: Required the Environmental Protection Agency to strictly apply the Delaney Clause's prohibition against cancer-causing substances in processed foods.

* ***Public Citizen v. Dep't of Transportation***: Obtained a Ninth Circuit ruling (later overturned by the Supreme Court) blocking for several years the federal government's decision to allow Mexico-domiciled trucks to travel throughout the United States without an Environmental Impact Statement and a Clean Air Act conformity analysis.

* ***California v. Browner***: In a challenge to the Environmental Protection Agency's systematic failure to enforce federal food safety laws, obtained a consent decree that required dozens of cancer-causing pesticides to be removed from the food supply.

* ***Sierra Club v. Brown***: Obtained a settlement of a lawsuit against California's Governor and environmental agencies to prevent delays in adding substances to the list of chemicals that are known to the State of California to cause cancer and reproductive harm.

* ***Pacific Coast Federation of Fishermen's Associations v. Gutierrez***: In association with the Natural Resources Defense Council and Earthjustice, overturned the National Marine Fisheries Service's biological opinion on the effect of the California Central Valley Project's operations on three species of threatened and endangered salmon and obtained protective interim remedies, including early opening of dam gates and shortening the periods in which the gates are closed, facilitating migration up and down the Sacramento River; also obtained an order requiring the Service to issue a new biological opinion.

* ***United Steelworkers v. California Dep't of Forestry and Fire Protection***: Obtained a ruling that the California Department of Forestry's approval of a plan to log vast portions of California's redwood forests violated the California Forest Practice Act's requirements for a sustainable yield plan.

* ***Orff v. United States*** (Supreme Court): Obtained a ruling (based on arguments in merits brief filed on behalf of environmental organizations) rejecting a challenge brought by agribusiness interests to the federal government's reduction of contractual water allocations to a local water district for the purpose of protecting threatened salmon and smelt.

* ***PhRMA v. County of Alameda***: Defeated a certiorari petition filed by a national coalition of prescription drug manufacturers that challenged Alameda County's innovative Safe Drug Disposal Ordinance under the dormant Commerce Clause.

- * ***California Healthcare Ass’n v. California Dep’t of Health Svcs.***: Defeated a hospital industry challenge to a California health regulation requiring minimum nurse-to-patient staffing ratios.
- * ***NRDC v. Price Pfister***: Compelled major faucet manufacturers to eliminate lead from drinking water faucets, pursuant to Proposition 65, the California Toxics Initiative.
- * ***NRDC v. The Reclamation Bd. of the Resources Agency of the State of California***: Obtained a writ of mandate overturning a state administrative agency’s approval of an extensive development project on top of a major levee in the Sacramento River Delta, for violating regulations governing flood control levees.
- * ***Sunshine Canyon***: Successfully advocated in land use proceedings, on behalf of a coalition of environmental, labor, and community organizations, for stringent environmental conditions to be placed on a large solid waste landfill in Los Angeles County.
- * ***Town and Country Resort Hotel***: Successfully advocated on behalf of a labor organization, in land use proceedings, for environmental, affordable housing, and public transit conditions to be placed on a large hotel and residential development in San Diego County.
- * ***NRDC v. EPA***: Settled a Clean Air Act case requiring warning labels on processed foods manufactured with methyl bromide, an ozone-depleting substance.
- * ***NRDC v. Whitman***: Forced the Environmental Protection Agency to reassess the safety of some of the nation’s most dangerous pesticides, to protect children, farmworkers, and consumers.
- * ***NRDC v. Smith Kline***: Required reductions in lead content of calcium dietary supplements.
- * ***EDF & NRDC v. Sta-Rite***: Successfully challenged the widespread use of lead in submersible water pumps, under the California Toxics Initiative.
- * ***Tosco Corp. v. Communities for a Better Environment***: Defeated a declaratory judgment action brought by an oil company to preclude environmental organizations from seeking penalties for its discharges of dioxin.
- * ***AFL-CIO v. Deukmejian***: Required the Governor of California to expand tenfold the list of carcinogenic chemicals subject to the California Toxics Initiative.
- * ***California Labor Federation v. Cal. OSHA***: Preserved the California Toxics Initiative against an OSHA preemption attack.
- * ***NRDC v. EPA***: Compelled the Environmental Protection Agency to stop holding “closed-door” meetings with industry representatives before setting pesticide health and safety standards.
- * ***AFL-CIO v. Deukmejian***: Overturned a regulation exempting food, drugs, and cosmetics from the California Toxics Initiative.

* ***NRDC v. OEHHA***: Forced a state environmental agency to withdraw a “records retention” policy that had required agency scientists to destroy data and documents that were inconsistent with final agency position.

* ***AFL-CIO v. Gorsuch***: Overturned the Environmental Protection Agency’s moratorium on public disclosure of industry pesticide health and safety studies.

* ***NRDC v. Wilson***: Required the Governor of California to timely determine whether to expand the list of reproductive toxicants subject to the California Toxics Initiative to include five dozen chemicals identified as reproductive toxicants by the Federal Environmental Protection Agency.

* ***NRDC v. Badger Meters, Inc.***: Required manufacturers of water meters that leach lead into residential drinking water to shift to a low lead-emitting alloy.

* ***NRDC v. Safeway, Inc.***: Required large grocery retailers to achieve a substantial reduction in diesel truck emissions around their grocery distribution centers, which are located primarily in low-income areas.

* ***Environmental Law Foundation v. Crystal Geyser Water Co.***: Required manufacturers to eliminate unlawfully high levels of arsenic, trihalomethanes, and heterotrophic bacteria from bottled drinking water.

* ***As You Sow v. Icrest International LLC***: Obtained a consent judgment in a Proposition 65 lawsuit against a manufacturer of a seaweed product that requires the company to provide warnings to consumers regarding cadmium contained in the product.

* ***City and County of San Francisco v. United States Tobacco Co.***: Required warnings to be provided to consumers regarding the health dangers of smokeless tobacco products.

* ***Environmental Law Foundation v. Ironite Products Co.***: Obtained a consent judgment banning the continued sale in California of a fertilizer manufactured from hazardous waste that contained excessive levels of arsenic and lead.

* ***As You Sow v. Quikrete***: Obtained consent judgment under California’s Proposition 65 requiring manufacturer to provide warnings regarding the presence of chemicals in its cement mixes and products that are known to the State of California to cause cancer and reproductive harm.

* ***In re Vinegar Litigation***: Obtained settlements requiring food retailers to post consumer warnings regarding the presence of lead in balsamic vinegar.

* ***In re St. Luke’s Hospital Merger***: Persuaded the California Attorney General to conduct a review of the terms of a proposed merger of two hospitals, including the extent to which the merger would serve or disserve the needs of the affected communities.

* ***Firebaugh Canal Water District v. U.S. Bureau of Reclamation***: Joined with U.S. Interior Department in defeating San Joaquin Valley water districts' attempts to compel the government to provide them low-cost drainage services, which would have kept more toxic-laden agricultural lands in production and required more water diversions.

* ***NRDC v. Pritzker***: Obtained Ninth Circuit ruling that the National Marine Fisheries Service violated the Marine Mammal Protection Act by failing to consider whether mitigation measures in addition to those measures proposed by the U.S. Navy for its use of low-frequency sonar were necessary to achieve the least practicable adverse impact on marine mammals.

* ***As You Sow v. River Canyon Retreat, Inc.***: Obtained a consent judgment in a Proposition 65 lawsuit against a distributor and retailer of eleven health food products requiring the company to provide warnings to consumers regarding lead and cadmium contained in the products, pay civil penalties to an enforcement agency, and make additional settlement payments.

* ***As You Sow v. JFC Int'l, Inc.***: Obtained a consent judgment in a Proposition 65 lawsuit against a distributor of a seaweed product requiring the company to provide warnings to consumers regarding lead and cadmium contained in the product, conduct studies to identify cleaner alternative sources for the product, pay civil penalties to an enforcement agency, and make additional settlement payments.

FREE SPEECH

* ***Conant v. McCaffrey***: Obtained a permanent injunction under the First Amendment prohibiting the federal government from revoking or threatening to revoke the prescription drug licenses of California physicians on the basis of their confidential communications with their seriously ill patients regarding medical marijuana.

* ***Walker v. Air Line Pilots Ass'n***: Obtained a jury verdict following a ten-week trial upholding the right of the Air Line Pilots Association to engage in free speech activities promoting solidarity among strikers.

* ***Eller Media Co. v. City of Oakland***: Defeated efforts by billboard and alcohol industry to overturn a City of Oakland ordinance prohibiting billboards advertising alcoholic beverages in residential neighborhoods and in proximity to schools and playgrounds.

* ***Sutter Health v. UNITE HERE***: Obtained reversal on appeal of an employer's \$17.3 million defamation verdict against a union based on a communication that was part of a labor dispute, on the ground that the trial court erred by failing to instruct the jury that the plaintiff was required to prove actual malice.

* ***Auvil v. CBS 60 Minutes***: Obtained a dismissal of a class-action product-defamation suit brought by Washington apple growers against the Natural Resources Defense Council for having publicized the public health hazards of the growth regulator Alar.

* ***SEIU v. City of Houston***: After obtaining a preliminary injunction under the First Amendment, obtained on appeal a ruling that three Houston ordinances that restrict the right to protest via parades and public gatherings in public parks, and that restrict the use of sound amplification equipment, violate the First Amendment.

* ***Connelly v. No On 128, the Hayden Initiative***: Enforced a California law requiring state initiative campaign advertisements to identify industry campaign contributors.

* ***Crawford v. Int'l Union of Rubber Workers Local 703***: Obtained appellate reversal of a six-figure jury verdict against a union and picketers who had exercised their free speech right to disparage strikebreakers.

* ***Buyukmihci v. Regents***: Obtained a permanent injunction protecting the free speech rights of a tenured professor of veterinary medicine whom the University of California had tried to fire because of his animal rights views.

* ***Carreira v. Trustees of the California State University***: Obtained the first order ever issued by a California court overturning the California State University's denial of a whistleblower retaliation complaint and ordering a jury trial on that claim; and subsequently negotiated a nearly \$1.8 million settlement for the whistleblower, a tenured professor at Long Beach State University.

* ***Furukawa Farms v. California Rural Legal Assistance***: Successfully defended a statewide poverty law office against a suit brought by agricultural growers to block its advocacy on behalf of farm workers.

* ***Coors v. Wallace***: Defeated an antitrust suit brought by Adolph Coors Company against the organizers of a nationwide consumer boycott of Coors beer.

* ***Evergreen Oil Co. v. Communities for a Better Environment***: Obtained a dismissal under California's anti-SLAPP statute of an oil company's defamation action against a non-profit environmental advocacy group.

* ***LaCome v. Wells et. al.***: Obtained a dismissal under California's anti-SLAPP statute of a defamation action brought against a nonprofit legal aid organization.

* ***Tosco Corp. v. Communities for a Better Environment***: Obtained a dismissal for lack of federal jurisdiction of an oil company's federal court defamation action against an environmental group that had engaged in free speech about air pollution issues.

* ***California Nurses Ass'n v. Stern***: Obtained a dismissal, under California's anti-SLAPP statute, of a lawsuit contending that peaceful home visits by representatives of a labor organization constituted "stalking."

* ***ABC Security Service, Inc. v. SEIU Local 24/7***: Successfully defended labor union against a SLAPP suit brought by an employer seeking damages against a union for its organizing campaign to obtain recognition as the representative of the employer's workers, and negotiated a stipulated dismissal under which the employer entered into a card-check and neutrality agreement with the union to govern the recognition process, resulting in recognition and a collective bargaining agreement.

* ***Singer v. American Psychological Ass'n***: Obtained a dismissal, under California's anti-SLAPP statute, of a lawsuit seeking to impose defamation liability on professional associations for statements made in amicus curiae briefs they had filed in court.

* ***POSCO v. Contra Costa Building & Construction Trades Council***: Defeated an antitrust suit brought against various labor unions for engaging in environmental lobbying and litigation.

* ***Recall Gray Davis Committee v. Regents of the University of California***: Obtained a dismissal, under California's anti-SLAPP statute, of a lawsuit seeking to hold the State Building and Construction Trades Council of California, which sponsored a political event, vicariously liable for spontaneous protests outside the event venue.

* ***Schavrien v. Lynch***: Obtained a dismissal, under California's anti-SLAPP law, of a lawsuit against the former President of the California Public Utilities Commission, brought by an executive of an energy company regulated by the Commission, for publicly exposing the executive's attendance at a campaign fundraising event in support of the spouse of a Commissioner.

* ***Knox v. Westly***: Defeated a preliminary injunction motion brought several days before a statewide election to prohibit a union from spending union dues and fees to oppose anti-worker ballot initiatives.

* ***Mosqueda v. CCPOA***: Defeated a libel action brought by a prison warden against a correctional officers union for statements made in support of litigation initiated by a union officer.

* ***Western Growers Ass'n v. United Farm Workers***: Obtained a dismissal under California's anti-SLAPP statute of an "unfair business practices" action brought by a growers' association against a union for its free speech activities.

* ***Allied Pilots Ass'n v. San Francisco***: Obtained an injunction allowing pilots to handbill and picket at San Francisco International Airport.

* ***Bruce Church, Inc. v. United Farm Workers***: Overturned on First Amendment and statutory grounds a \$10 million judgment against the United Farm Workers for engaging in allegedly improper boycott activity.

* ***Guess?, Inc. v. UNITE***: Obtained a dismissal, under California's anti-SLAPP statute, of a complaint alleging that a union had unlawfully supported picketing and litigation activity directed against the employer's workplace practices.

* ***UFCW v. Brewer***: Obtained a permanent injunction under the First Amendment against provisions of two Arizona statutes, SB 1363 and SB 1365, that limit unions' ability to collect member dues, to participate in political advocacy, and to engage in protected speech activities.

* ***D'Arrigo Bros. Co. of California v. United Farm Workers***: Obtained appellate reversal of California Superior Court decision denying a motion under California's anti-SLAPP statute to dismiss a civil lawsuit seeking money damages for a union's alleged conduct in assisting the General Counsel of the Agricultural Labor Relations Board to prosecute the union's unfair labor practice charge.

* ***Global Community Monitor v. Lumber Liquidators, Inc.***: Obtained dismissal under California's anti-SLAPP statute of defamation and business tort claims brought by retailer of flooring products against environmental organization, arising from environmental organization's press release announcing its lawsuit against the retailer for Proposition 65's environmental notice and warning provisions in selling flooring products that emit excessive levels of formaldehyde.

CAMPAIGN AND ELECTION

* ***North Carolina State Conference of the NAACP v. The North Carolina State Bd. of Elections***: Obtained preliminary injunction from federal district court ordering North Carolina state and county officials to restore to the rolls thousands of voters whose registrations were unlawfully cancelled in the weeks leading up to the November 2016 election.

* ***Mesinna v. Padilla (Howard)***: Defeated an original writ petition filed in the California Supreme Court that sought to block an initiative regulating the dialysis industry from appearing on the statewide general election ballot.

* ***County of Santa Clara v. Padilla (Perry)***: Filed an original writ petition in the California Supreme Court challenging a misleading and deceptive initiative that would have eliminated public nuisance liability for lead paint manufacturers, after which the initiative was withdrawn.

* ***Rivera v. Detzer***: Obtained preliminary injunction from federal district court requiring Florida to provide sample Spanish language ballots in thirty two of its counties for the November 2018 election.

* ***Northeast Ohio Coalition for the Homeless v. Husted/ SEIU Local 1 v. Husted***: Struck down Ohio law that would have disqualified, prior to the November 2012 election, thousands of votes cast by registered voters in the right polling location but the wrong precinct due to poll-worker error.

* ***Brunner v. Ohio Republican Party*** (Supreme Court): Helped to defeat the Republican Party's attempt, during the November 2008 election, to require Ohio election officials to turn over the records of newly registered voters whose voter registration and motor vehicle information did not match, which would have enabled the Party to seek disenfranchisement of up to 600,000 new voters.

* ***Curley v. Lake County Bd. of Elections and Registration***: Obtained an injunction requiring election officials to permit early voting in the November 2008 election in predominantly African-American and Latino communities of Gary, Hammond, and East Chicago, Indiana.

* ***Common Cause of Colorado v. Hoffman***: Obtained a stipulation and court order requiring Colorado's Secretary of State to stop the unlawful purging of registered voters prior to the November 2008 election and to count ballots cast by voters who had previously been improperly purged unless there was clear and convincing evidence that they were ineligible to vote.

* ***State ex rel. Colvin v. Brunner/ Project Vote v. Madison County Board of Elections***: Helped to defeat the Ohio Republican Party's efforts, during the November 2008 election, to require voters to wait 30 days after registering to vote before being able to cast an absentee ballot, which would have deprived thousands of voters of their right to vote absentee.

* ***AFL-CIO v. Eu***: Invalidated a proposed initiative requiring a new federal constitutional convention to exact a "balanced budget" amendment, on the ground that the initiative violated Article V of the U.S. Constitution.

* ***Common Cause v. Jones***: Obtained a court order requiring the replacement of pre-scored punch card voting machines in California prior to the 2004 Presidential election.

* ***Fleischman v. Protect Our City***: Obtained, and successfully defended in the Arizona Supreme Court, an injunction removing an anti-immigrant initiative from the November 2006 Phoenix ballot on the ground that the city law granting initiative supporters the right to supplement signatures after the filing deadline was preempted by state law.

* ***Hawaii State AFL-CIO v. Yoshina***: Overturned on state election law grounds Hawaii's decision to ignore abstentions in determining whether the required percentage of votes was cast in favor of a ballot measure calling for a new state constitutional convention.

* ***Gomez v. City of Escondido***: Obtained a consent decree requiring the City of Escondido to convert to a district-based system for electing the City Council, in place of a longstanding at-large system that had diluted the voting strength of the Latino community and had prevented them from electing candidates of their choosing.

* ***Bennett v. Yoshina***: Successfully defended against a federal court due process challenge the Hawaii electorate's vote to refuse to hold a new state constitutional convention.

* ***Central California Farmers Ass'n v. Eu***: Defeated on state constitutional grounds an attempt by agribusiness to remove a comprehensive environmental protection initiative from the California ballot.

* ***Kneebone v. Norris***: Successfully defended a local election official's decision to reject an initiative petition, which would have prohibited a city from entering into project labor agreements on any city-funded construction projects, on the ground that the initiative's proponents failed to comply with the publication requirements of the Election Code.

- * ***Cardona v. Oakland Unified School District***: Upheld the City of Oakland’s right to delay redistricting on basis of the 1990 census until the census was adjusted to correct for the disproportionate undercount of minorities.
- * ***Barry v. Nishioka***: Obtained a writ of mandate ordering election officials to place candidates on the ballot despite apparent noncompliance with nomination petition formalities.
- * ***Edrington v. Floyd***: Successfully defended the City of Oakland’s wording of the ballot question and analysis for a “just cause” eviction initiative against challenge by landlords.
- * ***Dallman v. Ritter***: Obtained, and successfully defended in the Colorado Supreme Court, a preliminary injunction against Colorado Amendment 54, a voter initiative that would have banned public employee unions from making political contributions in state and local elections, on the ground the initiative violated the First and Fourteenth Amendments.

IMMIGRATION

- * ***Regents of University of California v. United States Dep’t of Homeland Security/County of Santa Clara v. Trump***: Obtained a federal court preliminary injunction against the Trump administration’s rescission of DACA as arbitrary and capricious under the Administrative Procedure Act, and helped successfully defend the district court’s preliminary injunction before the Ninth Circuit.
- * ***AFL-CIO v. Chertoff***: Obtained a nation-wide injunction against a Department of Homeland Security regulation that would turn Social Security Administration “no-match” letters into an immigration-enforcement tool without authorization from Congress.
- * ***Catholic Social Services/Ayuda/Immigrant Assistance Project v. Reno***: Obtained the right to apply for legalization under the Immigration Reform and Control Act for hundreds of thousands of undocumented aliens who were prevented from applying because of unlawful federal regulations; and negotiated temporary work authorization for approximately three million aliens potentially eligible for legalization under the Act.
- * ***Calif. Rural Legal Assistance v. Legal Services Corp.***: Overturned a regulation prohibiting the provision of federally-funded legal services to a nationwide class of several million aliens who had been legalized through the amnesty process.
- * ***SEIU Local 535 v. Thornburgh***: Compelled the Immigration and Naturalization Service to rescind a regulation that deprived temporary nonimmigrant workers of the right to strike.
- * ***Patel v. Quality Inn South/ EEOC v. Tortilleria “La Mejor”***: Through a series of cases, established the eligibility of undocumented immigrant workers for the full remedial protections of the Fair Labor Standards Act and Title VII of the 1964 Civil Rights Act.
- * ***Lopez-Alvarado v. Ashcroft***: Obtained a Ninth Circuit reversal of Board of Immigration Appeal’s decision ordering deportation of an immigrant family that had lived in the United States for more than ten years.

* ***Int'l Union of Bricklayers and Allied Craftsmen v. Meese***: Obtained a decision prohibiting the federal government and employers from using non-immigrant business (B-1) visas to circumvent the requirement that temporary, non-immigrant, foreign workers not undercut the prevailing wage.

MISCELLANEOUS

* ***Blessing v. Freestone*** (Supreme Court): Preserved the availability of a remedy under 42 U.S.C. 1983 in cases seeking enforcement of federal statutory rights.

* ***In re Anthem Inc. Data Breach***: Served as co-lead counsel in federal multi-district litigation involving hundreds of consumer class actions against Anthem, Inc. and its affiliated Blue Cross-Blue Shield companies in data breach case, and obtained a significant \$115 million settlement requiring defendants to change their data privacy practices.

* ***Kashmiri v. Regents***: Won a \$33.8 million class-action judgment against the University of California for improperly charging fee increases to tens of thousands of undergraduate, graduate and professional students, and obtained a preliminary injunction prohibiting the University from charging professional students an additional \$15 million in fees.

* ***Luquetta v. Regents***: Won more than \$48 million in a class action against the University of California for improperly charging fee increases to almost 3,000 professional students.

* ***People v. Horton***: Obtained a California Supreme Court death penalty reversal on the direct appeal of a capital case.

* ***Horton v. Mayle***: Obtained a Ninth Circuit habeas corpus remand of a former death penalty defendant's murder conviction due to the prosecutor's failure to disclose potentially exculpatory evidence, and obtained reversal of the conviction after an evidentiary hearing in the federal district court, resulting in the client's freedom after 27 years in prison.

* ***Jane Doe v. Reddy***: Obtained an \$11 million settlement in a human trafficking case on behalf of young Indian women who were unlawfully brought into the United States and forced to provide sex and free labor.

* ***Anderson v. Regents***: Obtained an \$11 million recovery in a Contracts Clause class action challenging the University of California's refusal to fund thousands of university professors' merit salary increases.

* ***Eklund v. Byron Union School District***: Established the right of public school teachers to use games, role-playing, and other methods considered to be best pedagogical practices to teach about the history, culture and religion of Islam as part of a secular program of education in a world history class.

* ***United States ex rel. Hendow v. University of Phoenix***: Won a \$78.5 million settlement in a False Claims Act case against a for-profit university that allegedly defrauded the government by falsely certifying its compliance with the Higher Education Act's prohibition against paying commissions to recruiters of new students, which was the second-largest settlement ever of a False Claims Act case in which the U.S. Government declined to intervene.

* ***Oster v. Wagner***: Obtained an injunction to block implementation of a California statute that would have severely reduced the eligibility of elderly and disabled Californians for in-home support services that enable them to remain in their own homes.

* ***Dominguez v. Schwarzenegger***: Obtained, and successfully defended on appeal, a preliminary injunction against the implementation of a state statute that would have reduced the wages of providers of in-home support services to elderly and disabled Californians, and blocked Fresno County from reducing the wages of its providers to the minimum wage.

* ***M.R. v. Dreyfus***: Obtained a Ninth Circuit ruling that plaintiffs challenging a ten percent reduction in hours of Medicaid home care services are entitled to a preliminary injunction under the Americans with Disabilities Act.

* ***Hart v. Electronic Arts/ Keller v. Electronic Arts***: Successfully briefed and argued a Third Circuit appeal and briefed a Ninth Circuit appeal in cases establishing that NCAA student athletes have a state law right-of-publicity in the commercial use of their likenesses that is sufficient to overcome video game manufacturers' First Amendment defense, later resulting in \$40 million settlement.

* ***Wells Fargo v. City of Richmond/ Bank of New York v. City of Richmond***: Successful defense of lawsuits filed against the city of Richmond that allege it would be illegal for the city to exercise eminent domain authority to condemn residential mortgage loans.

* ***Sharp v. Next Entertainment, Inc.***: Helped to obtain decision holding that the California Rules of Professional Responsibility do not preclude labor unions and other advocacy groups from funding class-action litigation, by filing amicus curiae brief and presenting oral argument on behalf of labor and public interest groups, including the ACLU of Southern California.

* ***Utility Consumers' Action Network v. Sears/California Federal Bank/Household Credit Service/Texaco Credit Card Services/Capital One/Bank of America***: Obtained settlements in a series of consumer privacy class actions against financial institutions and credit card companies prohibiting unauthorized dissemination of personal account information to third party telemarketers.

* ***California Labor Federation v. Cal. OSHA***: Invalidated, on state constitutional grounds, California Budget Act restrictions on the state's payment of public interest attorneys' fees.

* ***Gardner v. Schwarzenegger***: Obtained a restraining order, preliminary injunction, and permanent injunction, which was affirmed on appeal, against enforcement of a state statute that would have permitted incarceration of non-violent drug offenders contrary to California Proposition 36, which mandated probation and drug treatment.

- * ***Hamilton v. Great Expectations***: Obtained an \$8.5 million settlement of a statewide class action against a video dating service that had electronically eavesdropped on confidential membership interviews.
- * ***Garvin v. Utility Consumers' Action Network/Savage v. Utility Consumers' Action Network***: Successful defense on appeal of a \$14 million settlement of a state law privacy class action challenging a bank's practice of selling confidential consumer information to third-party marketing companies.
- * ***Ammari Electronics v. Pacific Bell Directory***: Successfully defended on appeal a \$17.35 million jury verdict on behalf of small businesses that paid for, but did not receive, best-efforts distribution of Pacific Bell Yellow Page Directories.
- * ***Jensen v. Kaiser Permanente***: Obtained the rescission of a health maintenance organization's cost-cutting policy requiring staff psychiatrists to prescribe psychotropic medications for patients they have not examined.
- * ***Welfare Rights Org. v. Crisan***: Established an evidentiary privilege for communications between applicants for public benefits and their lay representatives, including union representatives.
- * ***Rogers v. Governing Bd. of the Sacramento City Unified Sch. Dist.***: Obtained a writ of mandate and a permanent injunction under the California Charter Schools Act prohibiting a school board from converting an existing public high school into a charter school without the approval of a majority of the school's teachers and requiring the school district to open a new non-charter public high school upon a showing of community support.
- * ***In re Sealed Case***: Obtained a \$13.2 million settlement of a False Claims Act case and two related wrongful termination cases on behalf of a husband and wife who were terminated after disclosing extensive fraud committed by their government contractor employer.
- * ***NAACP v. Davis***: Reinstated a statutory requirement that the California Highway Patrol must collect racial profiling data, despite gubernatorial funding veto.
- * ***California Court Reporters Ass'n v. Judicial Council***: Struck down rules that would have allowed official court reporters to be replaced by audiotape recordings in California Superior Courts, and obtained an injunction against expenditures of taxpayer funds in furtherance of such rules.
- * ***In re Marriage Cases***: Helped obtain a California Supreme Court decision upholding the right to same-sex marriage under the California Constitution, by filing amicus curiae brief in conjunction with professors and students from Howard University Law School.
- * ***Davidson v. County of Sonoma***: Obtained a substantial settlement on behalf of a law enforcement officer injured as a result of his employer's mock hostage training exercise in which he was seized and threatened at gunpoint.

- * ***Vasquez v. State of California***: Obtained a unanimous California Supreme Court decision holding that prevailing plaintiffs who seek private attorney general fees are not required, as a condition of eligibility for a fee award, to demonstrate that they made efforts to settle their dispute before filing their civil complaint.
- * ***Olney v. Pringle***: Negotiated a settlement prohibiting state legislators from paying large retroactive salary increases to select staff in violation of the state Constitution.
- * ***Gary W. v. State of Louisiana/ La Raza Unida v. Volpe***: Required Louisiana and California to pay federal court civil rights attorney's fee awards, despite the refusal of state legislatures to appropriate the necessary funds.
- * ***The Northeast Ohio Coalition for the Homeless v. Husted***: Overturned a long-standing Sixth Circuit rule capping the number of compensable hours incurred in public interest attorneys' fees litigation to three percent of the hours incurred in litigating the underlying case.
- * ***Laffitte v. Robert Half Int'l Inc.***: Obtained a unanimous California Supreme Court decision approving the use of percentage-based common fund attorneys' fees in public interest litigation.
- * ***Nobles v. MBNA Corp.***: Obtained a settlement of a California consumer class action against a bank that misleadingly offered consumer lines of credit without disclosing hidden costs and credit impacts, resulting in a payment to class members of more than 85% of the claimed losses, with interest.
- * ***Beaver v. Tarsadia Hotels***: Obtained an order on reconsideration, and then successfully defended it on appeal, resulting in a \$130 million judgment for plaintiffs holding that the four-year limitations period of California's Unfair Competition Law applies to conduct that violates the federal Interstate Land Sales Transfer Act, despite the federal statute's shorter limitations period.
- * ***Fanning v. HSBC/ Lindgren v. HSBC***: Negotiated a \$13 million settlement of privacy class actions in federal court on behalf of California credit card account holders who alleged that their telephone conversations with their bank's debt collection and financial fraud personnel were secretly recorded.

CITATIONS TO JUDICIAL DECISIONS

The firm's attorneys have participated in the following U.S. Supreme Court cases, as counsel for either a party or an amicus: ***Expressions Hair Design v. Schneiderman***, 137 S. Ct. 1144 (2017); ***Fisher v. University of Texas at Austin***, 136 S. Ct. 2198 (2016); ***Armstrong v. Exceptional Child Ctr., Inc.***, 135 S. Ct. 1378 (2015); ***Harris v. Quinn***, 134 S. Ct. 2618 (2014); ***Arizona v. United States***, 567 U.S. 387 (2012); ***Nat' Fed'n of Indep. Business v. Sebelius***, 567 U.S. 519 (2012); ***Knox v. Svc. Employees Int'l Union, Local 1000***, 567 U.S. 298 (2012); ***Douglas v. Indep. Living Ctr. of So. California, Inc.***, 565 U.S. 606 (2012); ***Chamber of Commerce v. Whiting***, 563 U.S. 582 (2011); ***Granite Rock Co. v. Int'l Bhd. of Teamsters***, 561 U.S. 287 (2010); ***Rent-A-Center, West, Inc. v. Jackson***, 561 U.S. 63 (2010); ***Brunner v. Ohio Republican Party***, 555 U.S. 5 (2008); ***Chamber of Commerce v. Brown***, 554 U.S. 60 (2008), rev'g ***Chamber of Commerce v. Lockyer***, 463 F.3d 1076 (9th Cir. 2006) (*en banc*); ***Long Island***

Care at Home, Ltd. v. Coke, 551 U.S. 158 (2007); *Orff v. United States*, 545 U.S. 596 (2005); *Dep't of Transportation v. Public Citizen*, 541 U.S. 752 (2004); *BE&K Construction Co. v. NLRB*, 536 U.S. 516 (2002), *on remand*, 351 N.L.R.B. No. 29 (2007); *Hoffman Plastic Compounds v. NLRB*, 535 U.S. 137 (2002); *EEOC v. Waffle House*, 534 U.S. 279 (2001); *Lorillard Tobacco Co. v. Reilly*, 533 U.S. 525 (2001); *Lujan v. G&G Fire Sprinklers, Inc.*, 532 U.S. 189 (2001); *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105 (2001); *Sutton v. United Air Lines, Inc.*, 527 U.S. 471 (1999); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344 (1999); *Nat'l Fed'n of Federal Employees, Local 1309 v. Dep't of the Interior*, 526 U.S. 86 (1999); *Wright v. Universal Maritime Svc. Corp.*, 525 U.S. 70 (1998); *Faragher v. City of Boca Raton*, 524 U.S. 775 (1998); *Burlington Indus. v. Ellerth*, 524 U.S. 742 (1998); *Textron Lycoming Reciprocating Engine Div., Avco Corp. v. UAW*, 523 U.S. 653 (1998); *Allentown Mack Sales and Svc., Inc. v. NLRB*, 522 U.S. 359 (1998); *Bay Area Laundry & Dry Cleaning Pension Trust Fund v. Ferbar Corp.*, 522 U.S. 192 (1997); *Blessing v. Freestone*, 520 U.S. 329 (1997); *California Dep't of Industrial Relations v. Dillingham Construction, Inc.*, 519 U.S. 316 (1997); *Walters v. Metropolitan Educ. Enterprises*, 519 U.S. 202 (1997); *Auciello Iron Works, Inc. v. NLRB*, 517 U.S. 781 (1996); *UFCW v. Brown Group*, 517 U.S. 544 (1996); *NLRB v. Town & Country Elec., Inc.*, 516 U.S. 85 (1995); *McKennon v. Nashville Banner*, 513 U.S. 352 (1995); *Hawaiian Airlines v. Norris*, 512 U.S. 246 (1994); *Livadas v. Bradshaw*, 512 U.S. 107 (1994); *NLRB v. Health Care & Retirement Corp.*, 511 U.S. 571 (1994); *ABF Freight System Inc. v. NLRB*, 510 U.S. 317 (1994); *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 (1993); *Reno v. Catholic Social Svcs.*, 509 U.S. 43 (1993); *Dist. of Columbia v. Greater Washington Bd. of Trade*, 506 U.S. 125 (1992); *Forsyth County v. Nationalist Movement*, 505 U.S. 123 (1992); *Gade v. Nat'l Solid Waste Mgt. Ass'n*, 505 U.S. 85 (1992); *INS v. Nat'l Ctr. for Immigrants' Rights*, 502 U.S. 183 (1991); *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20 (1991); *UAW v. Johnson Controls, Inc.*, 499 U.S. 187 (1991); *ALPA v. O'Neill*, 499 U.S. 65 (1991); *McNary v. Haitian Refugee Ctr., Inc.*, 498 U.S. 479 (1991); *United States v. Kokinda*, 497 U.S. 720 (1990); *Keller v. State Bar of California*, 496 U.S. 1 (1990); *NLRB v. Curtin Matheson Scientific, Inc.*, 494 U.S. 775 (1989); *Guidry v. Sheet Metal Workers Nat'l Pension Fund*, 493 U.S. 365 (1989); *Breininger v. Sheet Metal Workers Int'l Ass'n, Local Union No. 6*, 493 U.S. 67 (1989); *Webster v. Reproductive Health Svcs.*, 492 U.S. 490 (1989); *Bd. of Trustees of SUNY v. Fox*, 492 U.S. 469 (1989); *Price Waterhouse v. Hopkins*, 490 U.S. 228 (1989); *Frisby v. Schultz*, 487 U.S. 474 (1988); *Lingle v. Norge Div. of Magic Chef, Inc.*, 486 U.S. 399 (1988); *Edward J. DeBartolo Corp. v. Florida Gulf Coast Bldg. & Constr. Trades Council*, 485 U.S. 568 (1988); *Bd. of Airport Commissioners v. Jews for Jesus, Inc.*, 482 U.S. 569 (1987); *Caterpillar, Inc. v. Williams*, 482 U.S. 386 (1987); *Fall River Dying & Finishing Corp. v. NLRB*, 482 U.S. 27 (1987); *Fort Halifax Packing Co. v. Coyne*, 482 U.S. 1 (1987); *Atchison, Topeka & Santa Fe Ry. v. Buell*, 480 U.S. 557 (1987); *California Federal Savings & Loan Ass'n v. Guerra*, 479 U.S. 1312 (1987); *Baker v. General Motors Corp.*, 478 U.S. 21 (1986); *Int'l Union, UAW v. Brock*, 477 U.S. 274 (1986); *Meritor Savings Bank v. Vinson*, 477 U.S. 57 (1986); *NLRB v. Financial Institution Employees*, 475 U.S. 192 (1986); *Pacific Gas & Electric Co. v. Public Utilities Comm.*, 475 U.S. 1 (1986); *Pattern Makers' League v. NLRB*, 473 U.S. 95 (1985); *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986 (1984); *Ellis v. Bh'd of Ry. Airline & S.S. Clerks*, 466 U.S. 435 (1984); *Arizona Governing Committee v. Norris*, 463 U.S. 1073 (1983); *Shaw v. Delta Airlines*, 463 U.S. 85 (1983); *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983); *Bush v. Lucas*, 462 U.S. 367 (1983); *Connick v. Myers*, 461 U.S. 138 (1983); *Knight v. Minnesota Community College Faculty Ass'n*, 460 U.S. 1048 (1983); *Bowen v. United States Postal Service*, 459 U.S. 212 (1983); *Bd. of Educ. v. Pico*, 457 U.S. 853 (1982); *Heffron v. ISKCON*, 452 U.S. 640

(1981); *Donovan v. Dewey*, 452 U.S. 594 (1981); *NLRB v. Retail Stores Employees Union*, 447 U.S. 607 (1980); *Pruneyard Shopping Center v. Robins*, 447 U.S. 74 (1980); *Whirlpool Corp. v. Marshall*, 445 U.S. 1 (1980); *Babbitt v. United Farm Workers Nat'l Union*, 442 U.S. 289 (1979); *Cannon v. Univ. of Chicago*, 441 U.S. 677 (1979); *New York Telephone Co. v. New York Labor Dep't*, 440 U.S. 519 (1979); *Hisquierdo v. Hisquierdo*, 439 U.S. 572 (1979); *City of Los Angeles v. Manhart*, 435 U.S. 702 (1978).

The firm's attorneys have also participated in the following cases in the federal courts of appeals: *Hamidi v. Serv. Emps. Int'l Union, Local 1000*, 747 Fed. Appx. 586 (9th Cir. 2019); *Fisk v. Inslee*, 2019 WL 141253 (9th Cir. 2019); *Riffey v. Rauner*, 910 F.3d 314 (7th Cir. 2018); *Regents of the Univ. of Cal. v. Dep't of Homeland Sec.*, 908 F.3d 476 (9th Cir. 2018); *Pioneer Roofing Org. v. Local Joint Adjustment Smart Bd. Local Union No. 104*, 725 Fed. Appx. 582 (9th Cir. 2018); *Casumpang v. Hawaii Comm. and Sugar Co.*, 712 Fed. Appx. 709 (9th Cir. 2018); *Allied Concrete and Supply Co. v. Baker*, 904 F.3d 1053 (9th Cir. 2018); *Lewis v. Alabama*, 896 F.3d 1282 (11th Cir. 2018); *Clark v. City of Seattle*, 899 F.3d 802 (9th Cir. 2018); *Interpipe Contracting v. Becerra*, 898 F.3d 879 (9th Cir. 2018); *Chamber of Comm. v. City of Seattle*, 890 F.3d 769 (9th Cir. 2018); *Riffey v. Rauner*, 873 F.3d 558 (7th Cir. 2017); *Int'l Union of Operating Engineers Local 139 v. Schimel*, 863 F.3d 674 (7th Cir. 2017); *Demetris v. Transport Workers Union*, 862 F.3d 799 (9th Cir. 2017); *Int'l Bhd. of Teamsters v. United States Dep't of Transportation*, 861 F.3d 944 (9th Cir. 2017); *Bayer v. Neiman Marcus Group, Inc.*, 861 F.3d 853 (9th Cir. 2017); *NLRB v. Alternative Entertainment, Inc.*, 858 F.3d 393 (6th Cir. 2017); *Maloney v. T3Media, Inc.*, 853 F.3d 1004 (9th Cir. 2017); *Hill v. Svc. Employees Int'l Union*, 850 F.3d 861 (7th Cir. 2017); *Jarvis v. Cuomo*, 660 Fed. Appx. 72 (2d Cir. 2016); *Natural Resources Defense Council v. Pritzker*, 828 F.3d 1125 (9th Cir. 2016); *Brown v. Wal-Mart Stores, Inc.*, 651 Fed. Appx. 672 (9th Cir. 2016); *Bierman v. Dayton*, 817 F.3d 1070 (8th Cir. 2016); *Beaver v. Tarsadia Hotels*, 816 F.3d 1170 (9th Cir. 2016); *D'Agostino v. Patrick*, 812 F.3d 240 (1st Cir. 2016); *Villarreal v. R.J. Reynolds Tobacco Co.*, 839 F.3d 958 (11th Cir. 2016) (*en banc*); *Green v. Bank of America, N.A.*, 634 Fed. Appx. 188 (9th Cir. 2015); *Int'l Franchise Ass'n v. City of Seattle*, 803 F.3d 389 (9th Cir. 2015); *Texas v. United States*, 787 F.3d 733 (5th Cir. 2015); *DeBoer v. Snyder*, 772 F.3d 388 (6th Cir. 2014); *Friedrichs v. California Teachers Ass'n*, 2014 WL 10076847 (9th Cir. Nov. 18, 2014), *aff'd by an equally divided court*, 136 S. Ct. 1083 (2016); *Natural Resources Defense Council v. Jewell*, 749 F.3d 776 (9th Cir. 2014); *Kilby v. CVS Pharmacy, Inc.*, 739 F.3d 1192 (9th Cir. 2013); *Valle del Sol Inc. v. Whiting*, 732 F.3d 1006 (9th Cir. 2013) and 709 F.3d 808 (9th Cir. 2013); *United Steel Workers Local 12-369 v. United Steel Workers, Int'l*, 728 F.3d 1107 (9th Cir. 2013); *In re NCAA Student-Athlete Name & Likeness Licensing Litig.*, 724 F.3d 1268 (9th Cir. 2013), *cert. dismissed sub nom. Elec. Arts Inc. v. Keller*, 135 S. Ct. 42 (2014); *Svc. Employees Int'l Union v. Nat'l Union of Healthcare Workers*, 718 F.3d 1036 (9th Cir. 2013); *Hart v. Elec. Arts, Inc.*, 717 F.3d 141 (3d Cir. 2013), *cert. dismissed*, 135 S. Ct. 43 (2014); *Int'l Bhd. of Teamsters v. United States Dep't of Transportation*, 714 F.3d 580 (2013); *Firebaugh Canal Water Dist. v. United States*, 712 F.3d 1296 (9th Cir. 2013), *cert. denied*, 134 S. Ct. 1300 (2014); *Carrillo v. Schneider Logistics, Inc.*, 501 Fed. Appx. 713 (9th Cir. 2012); *Gale v. First Franklin Loan Servs.*, 701 F.3d 1240 (9th Cir. 2012); *Northeast Ohio Coalition for the Homeless v. Husted*, 696 F.3d 580 (6th Cir. 2012), *later proceeding*, 831 F.3d 686 (2016); *Mulhall v. UNITE HERE Local 355*, 667 F.3d 1211 (11th Cir. 2012); *M.R. v. Dreyfus*, 663 F.3d 1100 (9th Cir. 2011), *amended on denial of pet. for rehearing en banc*, 697 F.3d 706 (9th Cir. 2012); *Kairy v. SuperShuttle Int'l*, 660 F.3d 1146 (9th Cir. 2011); *Virginia ex rel. Cuccinelli v. Sebelius*, 656 F.3d 253 (4th Cir. 2011); *Harris v. Quinn*, 656 F.3d 692 (7th Cir. 2011), *rev'd*, 134 S. Ct. 2618

(2014); *Florida v. United States Dep't of Health and Human Svcs.*, 648 F.3d 1235 (11th Cir. 2011); *Knox v. Cal. State Employees Ass'n, Local 1000*, 628 F.3d 1115 (9th Cir. 2010), *rev'd sub nom Knox v. Svc. Employees Int'l Ass'n, Local 1000*, 132 S. Ct. 2277 (2012); *Narayan v. EGL, Inc.*, 616 F.3d 895 (9th Cir. 2010); *Dominguez v. Schwarzenegger*, 596 F.3d 1087 (9th Cir. 2010); *Svc. Employees Int'l. Union, Local 5 v. City of Houston*, 595 F.3d 588 (5th Cir. 2010); *Veldechalam v. Tata America Int'l Corp.*, 339 Fed. Appx. 761 (9th Cir. 2009); *Glass v. UBS Financial Svcs. Inc.*, 331 Fed. Appx. 452 (9th Cir. 2009); *The Sierra Club Foundation v. Dep't of Transportation*, 563 F.3d 897 (9th Cir. 2009); *Morgan v. Family Dollar Stores, Inc.*, 551 F.3d 1233 (11th Cir. 2008); *Adcock v. Freighliner, LLC*, 550 F.3d 369 (4th Cir. 2008); *Chicanos Por La Causa, Inc. v. Napolitano*, 544 F.3d 976 (9th Cir. 2008); *Ohio Republican Party v. Brunner*, 544 F.3d 711 (6th Cir. 2008) (*en banc*), *rev'd*, 555 U.S. 5 (2008); *Granite Rock Co. v. Int'l Bhd. of Teamsters*, 546 F.3d 1169 (9th Cir. 2008), *aff'd in part and rev'd in part*, 130 S. Ct. 2847 (2010); *Golden Gate Restaurant Ass'n v. City and County of San Francisco*, 546 F.3d 639 (9th Cir. 2008), and 512 F.3d 1112 (9th Cir. 2008); *In re Farmers Ins. Exchange Claims Representatives' Overtime Pay Litigation*, 481 F.3d 1119 (9th Cir. 2007); *In re Garabedd Melkonian Trust*, 235 Fed. Appx. 404 (9th Cir. 2007); *Chamber of Commerce v. Lockyer*, 463 F.3d 1076 (9th Cir. 2006) (*en banc*), *rev'd sub nom Chamber of Commerce v. Brown*, 554 U.S. 60 (2008); *United States v. Afshari*, 446 F.3d 915 (9th Cir. 2006), *cert. denied sub nom Rahmani v. United States*, 549 U.S. 1110 (2007); *Eklund v. Byron Union School Dist.*, 154 Fed. Appx. 648, 2005 WL 3086580 (9th Cir. 2005); *Recon Refractory & Constr. Inc. v. NLRB*, 424 F.3d 980 (9th Cir. 2005); *Horton v. Mayle*, 408 F.3d 570 (9th Cir. 2005); *Cummings v. Connell*, 402 F.3d 936 (9th Cir. 2005), and 316 F.3d 886 (9th Cir. 2003); *Lopez-Alvarado v. Ashcroft*, 381 F.3d 847 (9th Cir. 2004); *Associated Builders & Contractors v. Nunn*, 356 F.3d 979 (9th Cir. 2004); *Wagner v. Professional Engineers in California Gov't*, 354 F.3d 1036 (9th Cir. 2004); *Harik v. California Teachers Ass'n*, 326 F.3d 1042 (9th Cir. 2003); *Deutsch v. Turner Corp.*, 324 F.3d 692 (9th Cir. 2003); *Simo v. Union of Needletrades, Industrial & Textile Employees*, 322 F.3d 602 (9th Cir. 2003); *Public Citizen v. Dep't of Transportation*, 316 F.3d 1002 (9th Cir. 2003), *rev'd*, 541 U.S. 752 (2004); *Conant v. Walters*, 309 F.3d 629 (9th Cir. 2002), *aff'g Conant v. McCaffrey*, 2000 WL 1281174 (N.D. Cal. 2000), 172 F.R.D. 681 (N.D. Cal. 1997); *Immigrant Assistance Project v. INS*, 306 F.3d 842 (9th Cir. 2002); *Steam Press Holdings, Inc. v. Hawaii Teamsters and Allied Workers Union, Local 996*, 302 F.3d 998 (9th Cir. 2002); *Wininger v. Boyden*, 301 F.3d 1115 (9th Cir. 2002); *Prescott v. County of El Dorado*, 298 F.3d 844 (9th Cir. 2002); *Casumpang v. Int'l Longshoremen's Local 142*, 269 F.3d 1042 (9th Cir. 2001), *later proceeding*, 361 F. Supp. 2d 1195 (D. Hawaii 2005); *Foster v. Mahdesian*, 268 F.3d 689 (9th Cir. 2001); *BE&K Construction Co. v. NLRB*, 246 F.3d 619 (6th Cir. 2001), *rev'd*, 536 U.S. 516 (2002); *Petrochem Insulation v. NLRB*, 240 F.3d 26 (D.C. Cir. 2001); *Hoffman Plastic Compounds, Inc. v. NLRB*, 237 F.3d 639 (D.C. Cir. 2001) (*en banc*), *rev'd*, 535 U.S. 137 (2002); *Tosco Corp. v. Communities for a Better Environment*, 236 F.3d 495 (9th Cir. 2001); *Catholic Social Svcs. v. INS*, 232 F.3d 1139 (9th Cir. 2000) (*en banc*); *St. Thomas-St. John Hotel & Tourism Ass'n v. Gov't of the United States Virgin Islands*, 218 F.3d 232 (3rd Cir. 2000); *Does I through XXIII v. Advanced Textile Corp.*, 214 F.3d 1058 (9th Cir. 2000); *Passantino v. Johnson & Johnson Consumer Products, Inc.*, 212 F.3d 493 (9th Cir. 2000); *Burlington Northern Santa Fe Ry. Co. v. Int'l Bhd. of Teamsters Local 174*, 203 F.3d 703 (9th Cir. 2000) (*en banc*); *Aramark Corp. v. NLRB*, 179 F.3d 872 (10th Cir. 1999) (*en banc*); *U.S. Airways, Inc. v. Nat'l Mediation Bd.*, 177 F.2d 985 (D.C. Cir. 1999); *Retlaw Broadcasting Co. v. NLRB*, 172 F.3d 660 (9th Cir. 1999); *Rosenberg v. Merrill Lynch, Pierce, Fenner & Smith Inc.*, 170 F.3d 1 (1st Cir. 1999); *CPS Chem. Co. v. NLRB*, 160 F.3d 150 (3d Cir. 1998); *G&G Sprinklers, Inc. v. Bradshaw*, 156 F.3d 893 (9th Cir. 1998), *vacated*

and remanded, 526 U.S. 1061 (1999), *on remand*, 204 F.3d 941 (9th Cir. 2000), *rev'd*, 532 U.S. 189 (2001); ***Californians v. Mendonca***, 152 F.3d 1184 (9th Cir. 1998); ***Tahara v. Matson Terminals, Inc.***, 152 F.3d 929, 1998 WL 405855, 1998 U.S. App. LEXIS 15412 (9th Cir. 1998) (mem. disp.); ***Hanlon v. Chrysler Corp.***, 150 F.3d 1011 (9th Cir. 1998); ***Duffield v. Robertson Stephens & Co.***, 144 F.3d 1182 (9th Cir. 1998); ***Bennett v. Yoshina***, 140 F.3d 1218 (9th Cir. 1998); ***McNealy v. Caterpillar, Inc.***, 139 F.3d 1113 (7th Cir. 1998); ***San Antonio Comm. Hosp. v. So. California Dist. Council of Carpenters***, 137 F.3d 1090 (9th Cir. 1997); ***McClatchy Newspapers, Inc. v. NLRB***, 131 F.3d 1026 (D.C. Cir. 1998); ***Montero v. INS***, 124 F.3d 381 (2d Cir. 1997); ***ConAgra v. NLRB***, 117 F.3d 1435 (D.C. Cir. 1997); ***Associated Builders & Contrs., Inc. v. Local 302, IBEW***, 109 F.3d 1353 (9th Cir. 1997); ***Pryner v. Tractor Supply Co., Inc.***, 109 F.3d 354 (7th Cir. 1997); ***Beverly Enterprises-Pennsylvania, Inc. v. Dist. 1199C***, 90 F.3d 93 (3rd Cir. 1996); ***Fry v. ALPA***, 88 F.3d 831 (10th Cir. 1996); ***WSB Electric, Inc. v. Curry***, 88 F.3d 788 (9th Cir. 1996); ***United Ass'n of Journeymen & Apprentices v. Reno***, 73 F.3d 1134 (D.C. Cir. 1996); ***Chamber of Commerce v. Bragdon***, 64 F.3d 497 (9th Cir. 1995); ***Washington Svc. Contractors v. Dist. of Columbia***, 54 F.3d 811 (D.C. Cir. 1995); ***Legalization Assistance Project v. INS***, 50 F.3d 789 (9th Cir. 1995); ***Maui Trucking v. Gen. Contractors Labor Ass'n***, 37 F.3d 436 (9th Cir. 1994); ***Electromation, Inc. v. NLRB***, 35 F.3d 1148 (7th Cir. 1993); ***Cannon v. Edgar***, 33 F.3d 880 (7th Cir. 1994); ***USS-POSCO Industries v. Contra Costa Building & Construction Trades Council***, 31 F.3d 800 (9th Cir. 1994); ***Wedges/Ledges, Inc. v. City of Phoenix***, 24 F.3d 56 (9th Cir. 1994); ***Combined Mgt. Inc. v. Superintendent of Ins.***, 22 F.3d 1 (1st Cir. 1994); ***Employee Staffing Svcs., Inc. v. Aubry***, 20 F.3d 1038 (9th Cir. 1994); ***Perales v. Thornburgh***, 4 F.3d 99 (2d Cir. 1992); ***American Dental Ass'n v. Martin***, 984 F.2d 823 (7th Cir. 1993); ***United Ass'n of Journeymen v. Barr***, 981 F.2d 1269 (D.C. Cir. 1992), vacating 768 F. Supp. 375 (D.D.C. 1991); ***Les v. Reilly***, 968 F.2d 985 (9th Cir. 1992); ***Shelby County Health Care Corp. v. AFSCME Local 1733***, 967 F.2d 1091 (6th Cir. 1992); ***Electrical Jt. Apprenticeship Comm. v. MacDonald***, 949 F.2d 270 (9th Cir. 1991); ***Kidwell v. Transportation Communication Int'l Union***, 946 F.2d 283 (4th Cir. 1991); ***IBEW v. Eichleay Corp.***, 944 F.2d 1047 (3rd Cir. 1991); ***Colorado-Ute Electrical Ass'n v. NLRB***, 939 F.2d 1392 (10th Cir. 1991); ***California Rural Legal Assistance v. Legal Service Corp.***, 937 F.2d 465, 917 F.2d 1171 (9th Cir. 1991); ***Toledo Typographical Union No. 63 v. NLRB***, 907 F.2d 1220 (D.C. Cir. 1990); ***Indianapolis Power & Light Co. v. NLRB***, 898 F.2d 524 (7th Cir. 1990); ***U.S. Postal Service v. APWU***, 893 F.2d 1117 (9th Cir. 1990); ***Hydrostorage v. No. California Boilermakers***, 891 F.2d 719 (9th Cir. 1989); ***News/Sun Sentinel Co. v. NLRB***, 890 F.2d 430 (D.C. Cir. 1989); ***Nat'l Posters, Inc. v. NLRB***, 885 F.2d 175 (4th Cir. 1989); ***NLRB v. Parents and Friends of the Specialized Living Ctr.***, 879 F.2d 1442 (7th Cir. 1989); ***In re Thornburgh***, 869 F.2d 1503 (D.C. Cir. 1989); ***Stache v. Int'l Union of Bricklayers***, 852 F.2d 1231 (9th Cir. 1988); ***Patel v. Quality Inn South***, 846 F.2d 700 (11th Cir. 1988); ***NLRB v. Ashkenazy Property Mgt. Corp.***, 817 F.2d 75 (9th Cir. 1987); ***UAW v. Brock***, 816 F.2d 761 (D.C. Cir. 1987); ***Local 512, Warehouse and Office Workers' Union v. NLRB (Felbro)***, 795 F.2d 705 (9th Cir. 1986); ***IBEW, Local 387 v. NLRB (Arizona Public Service Co.)***, 788 F.2d 1412 (9th Cir. 1986); ***AFSCME v. State of Washington***, 770 F.2d 1401 (9th Cir. 1985); ***California Hosp. Ass'n v. Henning***, 770 F.2d 856 (9th Cir. 1985); ***White v. City of Richmond***, 713 F.2d 458 (9th Cir. 1983); ***Hawaiian Telephone Co. v. Hawaii Dep't of Labor & Industrial Relations***, 691 F.2d 905 (9th Cir. 1982), earlier proceeding, 614 F.2d 1197 (9th Cir. 1980); ***Spain v. Mountanos***, 690 F.2d 742 (9th Cir. 1982); ***Gary W. v. State of Louisiana***, 622 F.2d 804 (5th Cir. 1980); ***Gates v. Collier***, 616 F.2d 1268 (5th Cir. 1980).

In the federal district courts, the firm's cases have included the following: *North Carolina State Conf. of the NAACP v. The N.C. State Bd. of Elections*, 2018 WL 3748172 (M.D.N.C. 2018); *Danielson v. AFSCME Council 28*, 340 F.Supp.3d 1083 (W.D. Wa. 2018); *Blair v. Rent-A-Center, Inc.*, 2018 WL 5721799 (N.D. Cal. 2018); *Yohn v. Cal. Teachers Ass'n*, 2018 WL 5264076 (C.D. Cal. 2018); *Danielson v. Inslee*, 2018 WL 3917937 (W.D. Wa. 2018); *Belgau v. Inslee*, 2018 WL 4931602 (W.D. Wa. 2018); *Greer v. Pac. Gas and Elec. Co.*, 2018 WL 5880768 (E.D. Cal. 2018); *Cockrum v. Donald J. Trump for President, Inc.*, 319 F.Supp.3d 158 (D.D.C. 2018); *Madera v. Detzner*, 325 F.Supp.3d 1269 (N.D. Fla. 2018); *Chavez v. Plan Benefit Servs., Inc.*, 2018 WL 3016925 (W.D. Tx. 2018); *Bayer v. Neiman Marcus Group*, 2018 WL 2427787 (N.D. Cal. 2018); *Pimentel v. Aloise*, 2018 WL 6025613; *Schuman v. Microchip Tech. Inc.*, 302 F.Supp.3d 1101 (N.D. Cal. 2018); *Berman v. Microchip Tech. Inc.*, 2018 WL 732667 (N.D. Cal. 2018); *Kao v. Abbott Laboratories Inc.*, 2017 WL 5257041 (N.D. Cal. Nov. 13, 2017); *Blair v. Rent-A-Center, Inc.*, 2017 WL 4805577 (N.D. Cal. Oct. 25, 2017); *Regents of University of California v. United States Department of Homeland Security*, 2017 WL 4642324 (N.D. Cal. Oct. 17, 2017), *pet'n for writ of mandamus denied sub nom In re United States*, 875 F.3d 1200 (9th Cir. 2017), *cert. granted, vacated, and remanded*, 2017 WL 6505860 (Dec. 20, 2017), *remanding to district court*, 2017 WL 6541751 (9th Cir. Dec. 21, 2017), *preliminary injunction granted on remand*, 2018 WL 339144 (N.D. Cal. Jan. 9, 2018); *Clark v. City of Seattle*, 2017 WL 3641908 (W.D. Wash. Aug. 24, 2017); *Fisk v. Inslee*, 2017 WL 4619223 (W.D. Wash. Oct. 16, 2017); *Chamber of Commerce v. City of Seattle*, 2017 WL 3267730 (W.D. Wash. Aug. 1, 2017); *Yohn v. California Teachers Ass'n*, 2017 WL 2628946 (C.D. Cal. June 1, 2017); *Alvarez v. Inslee*, 2017 LRRM 91,147, 2017 WL 1079923 (W.D. Wash. May 22, 2017); *Natural Resources Defense Council v. McCarthy*, 231 F. Supp. 3d 491 (N.D. Cal. 2017); *Pioneer Roofing Org. v. Sheet Metal Workers Local Union No. 104*, 2017 LRRM 16,035, 2017 WL 201615 (N.D. Cal. Jan. 18, 2017); *Bierman v. Dayton*, 227 F. Supp. 3d 1022, 208 LRRM 3085 (D. Minn. 2017); *Winner v. Rauner*, 2016 LRRM 422,986, 2016 WL 7374258 (N.D. Ill. Dec. 20, 2016); *North Carolina State Conference of the NAACP v. The North Carolina Bd. of Elections*, 2016 WL 6581284 (M.D.N.C. Nov. 4, 2016); *Hoffman v. Inslee*, 2016 WL 6126016 (W.D. Wash. Oct. 20, 2016); *Pette v. Int'l Union of Operating Engineers*, 2016 WL 4596338 (C.D. Cal. Sept. 2, 2016); *Salazar v. McDonald's Corp.*, 2016 WL 4394165 (N.D. Cal. Aug. 16, 2016), and subsequent orders, 2017 WL 88999 (N.D. Cal. Jan. 5, 2017), and 2017 WL 950986 (N.D. Cal. Mar. 10, 2017); *Totten v. Kellogg Brown & Root, LLC*, 2016 WL 316019 (C.D. Cal. Jan. 22, 2016); *Ochoa v. McDonald's Corp.*, 133 F. Supp. 3d 1228, 1237 (N.D. Cal. 2015), and subsequent order, 2016 WL 3648550 (N.D. Cal. July 7, 2016); *D'Agostino v. Patrick*, 98 F. Supp. 3d 109 (D. Mass. 2015), *aff'd*, 812 F.3d 240 (1st Cir. 2016); *Greene v. Dayton*, 81 F. Supp. 3d 747 (D. Minn. 2015); *Bierman v. Dayton*, 2014 WL 5438505 (D. Minn. 2014), appeal dismissed as moot, 817 F.3d 1070 (8th Cir. 2016); *Natural Resources Defense Council v. Pritzker*, 62 F. Supp. 3d 969 (N.D. Cal. 2014); *Beaver v. Tarsadia Hotels*, 29 F. Supp. 3d 1294 (S.D. Cal. 2014), on reconsideration, 29 F. Supp. 3d 1323 (S.D. Cal. 2014), *aff'd*, 816 F.3d 1170 (9th Cir. 2016); *Svc. Employees Int'l Union, Local 1 v. Husted*, 887 F. Supp. 2d 761 (S.D. Ohio 2012), *aff'd in part and rev'd in part sub nom Northeast Ohio Coalition for the Homeless v. Husted*, 696 F.3d 580 (6th Cir. 2012), and later proceeding, 906 F. Supp. 2d 745 (S.D. Ohio 2012); *Friendly House v. Whiting*, 846 F. Supp. 2d 1053 (D. Ariz. 2012), *aff'd*, *Valle del Sol Inc. v. Whiting*, 709 F.3d 808 (9th Cir. 2013); *Narayan v. EGL, Inc.*, 285 F.R.D. 473 (N.D. Cal. 2012); *Oster v. Lightbourne*, 2012 WL 685808 (N.D. Cal. March 2, 2012); *Carrillo v. Schneider Logistics, Inc.*, 2012 WL 556309 (C.D. Cal. Jan. 31, 2012), 2011 WL 6104839 (C.D. Cal. Dec. 7, 2011), and 823 F. Supp. 2d 1040 (C.D. Cal. 2011); *Ellis v. Costco Wholesale Corp.*, 285 F.R.D. 492 (N.D. Cal. 2012); *San Francisco Baykeeper v. West*

Bay Sanitary Dist., 2011 WL 6012936 (N.D. Cal. Dec. 1, 2011); *UFCW Local 99 v. Brewer*, 817 F. Supp. 2d 1118 (D. Ariz. 2011), later proceeding, 934 F. Supp. 2d 1167 (D. Ariz. 2013); *Copello v. Boehringer Ingelheim*, 2011 WL 3325857 (N.D. Ill. Nov. 2, 2011); *M.R. v. Dreyfus*, 767 F. Supp. 2d 1149 (W.D. Wash. 2011); *Southern Wine + Spirits Co. v. Simpkins*, 2011 WL 124631 (S.D. Fla. Jan. 14, 2011); *Dimenco v. Svc. Employees Int'l Union*, 2011 WL 89999 (N.D. Cal. Jan. 10, 2011); *M.R. v. Dreyfus*, 2011 WL 31553 (W.D. Wash. Jan 05, 2011); *Common Cause of Colorado v. Buescher*, 2010 WL 4537073 (D. Colo. Nov. 3, 2010), and 2010 WL 4156486 (D. Colo. Oct. 18, 2010); *Dominguez v. Schwarzenegger*, 2010 WL 3447691 (N.D. Cal. Aug. 30, 2010), 2010 WL 2673715 (N.D. Cal. July 2, 2010), and 2010 WL 2348659 (N.D. Cal. June 8, 2010); *Danieli v. IBM*, 2010 WL 2399329 (S.D.N.Y. March 29, 2010); *V.L. v. Wagner*, 669 F. Supp. 2d 1106 (N.D. Cal. 2009); *Martinez v. Schwarzenegger*, 2009 WL 3353227 (N.D. Cal. Oct. 15, 2009), and 2009 WL 1844989 (June 26, 2009); *The OSO Group v. Bullock & Associates*, 2009 WL 2422285 (N.D. Cal. Aug. 6, 2009); *NRDC v. Kempthorne*, 627 F. Supp. 2d 1212 (E.D. Cal. 2009), 2009 WL 1575208 (E.D. Cal. June 3, 2009), and 2008 WL 5054115 (E.D. Cal. Nov. 19, 2008); *Veliz v. Cintas Corp.*, 2009 WL 1107702 (N.D. Cal. 2009); *New United Motor Mfg., Inc. v. UAW, Local 2244*, 184 L.R.R.M. 2539, 2008 WL 2540702 (N.D. Cal. June 19, 2008); *Pacific Coast Fed'n of Fishermen's Ass'n v. Gutierrez*, 2008 WL 2223070 (E.D. Cal. May 20, 2008), subsequent proceeding, 2008 WL 2851568 (E.D. Cal. July 18, 2008); *United States ex rel. UNITE HERE v. Cintas Corp.*, 2008 WL 1767039 (N.D. Cal. April 16, 2008); *McCabe Hamilton & Renny Co., Ltd. v. Int'l Longshore & Warehouse Union, Local 142*, 557 F. Supp. 2d 1171 (D. Haw. 2008); *AFL-CIO v. Chertoff*, 552 F. Supp. 2d 999 (N.D. Cal. 2007); *Svc. Employees Int'l Union v. City of Houston*, 542 F. Supp. 2d 617 (S.D. Tex. 2008); *Knox v. Westly*, 183 L.R.R.M. 3232, 2008 WL 850128 (E.D. Cal. March 28, 2008), *rev'd sub nom Knox v. Cal. State Employees Ass'n, Local 1000*, 628 F.3d 1115 (9th Cir. 2010), *rev'd sub nom Knox v. Svc. Employees Int'l Ass'n, Local 1000*, 132 S. Ct. 2277 (2012); *Arizona Contractors Ass'n, Inc. v. Candelaria*, 534 F. Supp.2d 1036 (D. Ariz. 2008), *aff'd sub nom Chicanos Por La Causa, Inc. v. Napolitano*, 544 F.3d 976 (9th Cir. 2008); *Golden Gate Restaurant Ass'n v. City and County of San Francisco*, 42 Employee Benefits Cases 2185, 2007 WL 4570521 (N.D. Cal. Dec. 26, 2007), *rev'd*, 546 F.3d 639 (9th Cir. 2008); *Arizona Contractors Ass'n, Inc. v. Napolitano*, 526 F. Supp. 2d 968 (D. Ariz. 2007), later proceeding *Arizona Contractors Ass'n, Inc. v. Candelaria*, 534 F. Supp. 2d 1036 (D. Ariz. 2008), *aff'd sub nom Chicanos Por La Causa, Inc. v. Napolitano*, 544 F.3d 976 (9th Cir. 2008); *Fusi v. Emery World Airlines, Inc.*, 183 L.R.R.M. 2225, 2007 WL 4207863 (S.D. Ohio 2007); *In re American Family Mut. Ins. Co. Overtime Pay Litigation*, 155 Labor Cases ¶ 35,353, 2007 WL 2936319 (D. Colo. 2007); *Int'l Longshore & Warehouse Union, Local 142 v. C. Brewer & Co.*, 496 F. Supp. 2d 1179 (D. Haw. 2007); *SkyWest Pilots ALPA Org. Comm. v. SkyWest Airlines, Inc.*, 2007 WL 1848678, 182 L.R.R.M. 2485 (N.D. Cal. 2007); *Adams v. Inter-Con Security Systems, Inc.*, 242 F.R.D. 530, 2007 WL 1089694 (N.D. Cal. 2007); *Chao v. Allied Pilots Ass'n*, 2007 WL 518586, 181 L.R.R.M. 2578 (N.D. Tex. 2007); *Adcock v. UAW*, 2006 WL 3257044, 180 L.R.R.M. 3291 (W.D.N.C. 2006); *Knox v. Westly*, 2006 WL 2374763, 180 L.R.R.M. 3170 (E.D. Cal. 2006), earlier proceeding, 2005 WL 3031622 (E.D. Cal. 2005), subsequent proceedings, 2007 WL 516263, 181 L.R.R.M. 2501 (E.D. Cal. 2007), 2006 WL 3147683 (E.D. Cal. 2006); *Vega v. Contract Cleaning Maintenance*, 2006 WL 1554383, 11 Wage & Hour Cas.2d 1121 (N.D. Ill. 2006); *Patterson v. Heartland Industrial Partners, LLP*, 428 F. Supp. 2d 714 (N.D. Ohio 2006), earlier proceeding, 225 F.R.D. 204 (N.D. Ohio 2004); *Darensburg v. Metropolitan Transportation Comm'n*, 2006 WL 167657 (N.D. Cal. 2006); *NRDC v. Rodgers*, 381 F. Supp. 2d 1212 (E.D. Cal. 2005), motion for reconsideration denied, 2005 WL 2466067 (E.D. Cal. 2005), earlier proceeding, 2005 WL 1388671 (E.D. Cal. 2005); *Rachford v. Air Line Pilots*

Ass'n, Int'l, 375 F. Supp. 2d 908 (N.D. Cal. 2005), later proceeding, 2006 WL 927742 (N.D. Cal. 2006), *aff'd mem.*, 284 Fed. Appx. 473 (9th Cir. 2008); *Casumpang v. Int'l Longshore & Warehouse Union, Local 142*, 361 F. Supp. 2d 1195 (D. Haw. 2005), subsequent proceeding, 411 F. Supp. 2d 1201 (D. Haw. 2005); *Patel v. Sugan, Inc.*, 354 F. Supp. 2d 1098 (N.D. Cal. 2005); *In re Farmers Ins. Exchange Claims Representatives' Overtime Pay Litigation*, 300 F. Supp. 2d 1020 (D. Ore. 2003), amended, 336 F. Supp. 2d 1077 (D. Ore. 2004), *aff'd in part, rev'd in part, and remanded*, 466 F.3d 853 (9th Cir. 2006), later proceeding, 14 Wage & Hour Cas.2d 356, 2008 WL 4763029 (D. Ore. Oct. 28, 2008); *Cummings v. Connell*, 281 F. Supp. 2d 1187 (E.D. Cal. 2003), *rev'd*, 402 F.3d 936 (9th Cir. 2005), later proceeding, 2006 WL 1716160, 180 L.R.R.M. 2159 (E.D. Cal. 2006); *SEIU Local 87 v. SEIU Local 1877*, 230 F. Supp. 2d 1099 (N.D. Cal. 2002); *Does I v. Gap, Inc.*, 2002 WL 1000068 (D.N.M.I. 2002), related proceeding, 2002 WL 1000073 (D.N.M.I. 2002); *Chamber of Commerce v. Lockyer*, 225 F. Supp. 2d 1199 (C.D. Cal. 2002), *rev'd*, 463 F.3d 1076 (9th Cir. 2006) (*en banc*); *Common Cause v. Jones*, 213 F. Supp. 2d 1110, 213 F. Supp. 2d 1116 (C.D. Cal. 2002); *Catholic Social Svcs. v. Ashcroft*, 206 F.R.D. 654 (E.D. Cal. 2002); *In re World War II Era Japanese Forced Labor Litigation*, 164 F. Supp. 2d 1153 (N.D. Cal. 2001), and 114 F.Supp. 939 (N.D. Cal. 2000); *Does I v. Advance Textile Corp.*, 2001 WL 1842389 (D.N.M.I. 2001); *NRDC v. Whitman*, 53 E.R.C. 1673, 2001 WL 1221774 (N.D. Cal.), later proceeding, 2001 WL 1456783 (N.D. Cal. 2001), appeal dism. sub nom *NRDC v. EPA*, 35 Fed. Appx. 590, 2002 WL 1042092 (9th Cir. 2002); *Eller Media Co. v. City of Oakland*, 2000 WL 33376585 (N.D. Cal. 2000), earlier proceedings, 1998 WL 827426 (N.D. Cal. 1998), and 1998 WL 549494 (N.D. Cal. 1998); *CF&I Steel, L.P. v. Bay Area Rapid Transit District*, 2000 WL 1375277 (N.D. Cal. 2000); *Chadwick v. IBEW*, 2000 WL 1006373 (N.D. Cal. 2000); *Friedman v. Cal. State Employees Ass'n*, 2000 U.S. Dist. LEXIS 7049, 163 L.R.R.M. 2924 (E.D. Cal. 2000); *Foster v. Garcy*, 1999 U.S. Dist. LEXIS 21876, 140 Lab. Cas. (CCH) ¶ 58,914 (N.D. Cal. 1999); *Tosco v. Communities for a Better Environment*, 41 F. Supp. 2d 1061 (C.D. Cal. 1999); *Bishop v. Air Line Pilots Ass'n*, 159 L.R.R.M. 2005, 1998 U.S. Dist. LEXIS 11948 (N.D. Cal. 1998), *aff'd mem.*, 2000 U.S. App. LEXIS 3270 (9th Cir. March 1, 2000); *Martens v. Smith Barney, Inc.*, 181 F.R.D. 243, 1998 U.S. Dist. LEXIS 9226, 77 FEP Cas. (BNA) 532 (S.D.N.Y. 1998); *Catholic Social Svcs. v. Reno*, 1998 U.S. Dist. LEXIS 10429, 10430, 10431 (E.D. Cal. 1998); *Sims v. Alameda-Contra Costa Transit Dist.*, 2 F. Supp. 2d 1253 (N.D. Cal. 1998); *Cremin v. Merrill Lynch*, 957 F. Supp. 1460 (N.D. Ill. 1997); *McLendon v. Continental Group, Inc.*, 872 F. Supp. 142 (D.N.J. 1994); *Alameda Newspapers, Inc. v. City of Oakland*, 860 F. Supp. 1428 (N.D. Cal. 1994); *Ford v. New United Motors Mfg., Inc.*, 857 F. Supp. 707 (N.D. Cal. 1994); *Sneede v. Coye*, 856 F. Supp. 526 (N.D. Cal. 1994); *In re Gulf USA Corp.*, 171 Bankr. 379 (D. Id. 1994); *Auvil v. CBS, 60 Minutes*, 800 F. Supp. 928 (E.D. Wash. 1992); *Cardona v. Oakland Unified School Dist.*, 785 F. Supp. 837 (N.D. Cal. 1992); *Associated Builders & Contractors v. BACA*, 769 F. Supp. 1537 (N.D. Cal. 1991); *EEOC v. Tortilleria "La Mejor"*, 758 F. Supp. 585 (E.D. Cal. 1991); *Akau v. Tel-A-Com Hawaii, Inc.*, 1990 Dist. LEXIS 4647 (D. Hawaii 1990); *Puzz v. United States Dep't of the Interior*, 1989 Dist. LEXIS 16649 (N.D. Cal 1989); *Bricklayers and Allied Craftsmen, Local Union No. 3 v. Masonry & Tile Contractors Ass'n of So. Nevada*, 136 L.R.R.M. 2319 (D. Nev. 1990); *California ex rel. Van de Kamp v. Reilly*, 750 F. Supp. 433 (E.D. Cal. 1990); *UFCW Local 1564 v. City of Clovis*, 735 F. Supp. 999 (D.N.M. 1990); *Immigrant Assistance Project v. INS*, 709 F. Supp. 998 (W.D. Wash. 1989) *aff'd*, 976 F.2d 1198 (9th Cir. 1993), *vacated and remanded*, 510 U.S. 594 (1993); *Ayuda, Inc. v. Barr*, 687 F. Supp. 650 (D.D.C. 1988), *rev'd in part*, 880 F.2d 1325 (D.C. Cir. 1989), *vacated and remanded*, 498 U.S. 1117 (1991), *on remand*, 948 F.2d 742 (D.D.C. 1991), 700 F. Supp. 49 (D.D.C. 1988), 744 F. Supp. 21 (D.D.C. 1990), *stayed*, 919 F.2d 153 (D.C. Cir. 1990), *rev'd*, 948 F.2d 742 (D.C. Cir. 1991), *vacated and*

remanded, 509 U.S. 916 (1993), *on remand*, 7 F.3d 246 (D.C. Cir. 1993), *pet. for rehearing denied*, 14 F.3d 61 (D.C. Cir.), *cert. denied*, 513 U.S. 815 (1994); ***Bower v. Bunker Hill Co.***, 675 F. Supp. 1263, 675 F. Supp. 1254, 114 F.R.D. 587 (E.D. Wash. 1986), and 689 F. Supp. 1032 (E.D. Wash. 1985); ***Int'l Union of Bricklayers and Allied Craftsmen v. Meese***, 616 F. Supp. 1387 (N.D. Cal. 1985); ***Adolph Coors Co. v. Sickler***, 608 F. Supp. 1417 (C.D. Cal. 1985); ***Int'l Union, UAW v. Donovan***, 570 F. Supp. 210 (D.D.C. 1983), *rev'd*, 746 F.2d 855 (D.C. Cir. 1984); ***Int'l Union, UAW v. Donovan***, 568 F. Supp. 1047 (D.D.C. 1983), *rev'd*, 746 F.2d 839 (D.C. Cir. 1984), *rev'd sub nom Int'l Union, UAW v. Brock*, 477 U.S. 274 (1986), *on remand*, 816 F.2d 761 (D.C. Cir. 1987); ***Int'l Union, UAW v. Donovan***, 554 F. Supp. 1172 (D.D.C. 1983); ***La Raza Unida v. Volpe***, 545 F. Supp. 36 (N.D. Cal. 1982); ***AFL-CIO v. Marshall***, 494 F. Supp. 971 (D.D.C. 1980).

The firm has also participated in the following state supreme court cases, among others: ***Dynamex Operations West v. Superior Court***, 4 Cal.5th 903 (2018); ***Gerawan Farming, Inc. v. Agricultural Labor Relations Bd.***, 3 Cal.5th 1118 (2017); ***Roy Allan Slurry Seal, Inc. v. American Asphalt South***, 2 Cal.5th 505 (2017); ***Laffitte v. Robert Half Int'l Inc.***, 1 Cal.5th 480 (2016); ***Kilby v. CVS Pharmacy, Inc.***, 63 Cal.4th 1 (2016); ***United Public Workers v. Abercrombie***, 133 Haw. 188 (2014); ***Paratransit, Inc. v. Unemployment Ins. Appeals Bd.***, 59 Cal.4th 551 (2014); ***Iskanian v. CLS Transp. Los Angeles, LLC***, 59 Cal.4th 348 (2014); ***Duran v. U.S. Bank Nat'l Ass'n***, 59 Cal.4th 1 (2014); ***American Nurses Ass'n v. Torlakson***, 57 Cal.4th 570 (2013); ***County of Los Angeles v. Los Angeles County Employee Relations Comm'n***, 56 Cal.4th 905 (2013); ***Ralphs Grocery Co. v. United Food & Commercial Workers Union Local 8***, 55 Cal.4th 1083 (2012); ***State Bldg. & Construction Trades Council v. City of Vista***, 54 Cal.4th 547 (2012); ***United Teachers of Los Angeles v. Los Angeles Unified School Dist.***, 54 Cal.4th 504 (2012); ***Brinker Restaurant Corp. v. Superior Court***, 53 Cal.4th 1004 (2012); ***Peterson v. State***, 280 P.3d 559 (Alaska 2012); ***Hawaii State Teachers Ass'n v. Abercrombie***, 126 Haw. 318 (2012); ***California Grocers Ass'n v. City of Los Angeles***, 52 Cal.4th 177 (2011); ***Professional Engineers in California Gov't v. Schwarzenegger***, 50 Cal.4th 989 (2010); ***St. John's Well Child and Family Center v. Schwarzenegger***, 50 Cal.4th 960 (2010); ***Hawaii Gov't Employees Ass'n v. Lingle***, 239 P.3d 1 (Haw. 2010); ***City of San Jose v. Operating Engineers Local No. 3***, 49 Cal.4th 597 (2010); ***Pearson Dental Supplies, Inc. v. Superior Court***, 48 Cal.4th 665 (2010); ***Amalgamated Transit Union v. Superior Court***, 46 Cal.4th 993 (2009); ***Sheehan v. The San Francisco 49ers, Ltd.***, 45 Cal.4th 992 (2009); ***Vasquez v. State of California***, 45 Cal.4th 243 (2008); ***State ex rel. Colvin v. Brunner***, 120 Ohio St.3d 110, 896 N.E.2d 979 (Ohio 2008); ***EPIC v. California Dep't of Forestry & Fire Protection***, 44 Cal.4th 459 (2008); ***In re Marriage Cases***, 43 Cal.4th 757 (2008); ***Gentry v. Superior Court***, 42 Cal.4th 443 (2007); ***Fleischman v. Protect Our City***, 214 Ariz. 406, 153 P.3d 1035 (2007); ***Tahara v. Matson Terminals, Inc.***, 111 Hawaii 16, 136 P.3d 904 (2006); ***Reynolds v. Bement***, 36 Cal.4th 1075 (2005); ***City of Long Beach v. Dep't of Industrial Relations***, 34 Cal.4th 942 (2004), vacating 110 Cal.App.4th 636 (2003); ***AFL-CIO v. Hood***, 885 So.2d 373 (Fla. 2004); ***Intel Corp. v. Hamidi***, 30 Cal.4th 1342 (2003); ***Viner v. Sweet***, 30 Cal.4th 1232 (2003); ***Hamilton v. Maryland Casualty Co.***, 27 Cal.4th 718 (2002); ***Golden Gateway Ctr. v. Golden Gateway Tenants Ass'n***, 26 Cal.4th 1013 (2001); ***Gerawan Farming, Inc. v. Lyons***, 24 Cal.4th 468 (2000); ***Armendariz v. Foundation Health Psychcare Svcs.***, 24 Cal.4th 83 (2000); ***Morillion v. Royal Packing Co.***, 22 Cal.4th 575 (2000); ***Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.***, 20 Cal.4th 243 (1999); ***Hawaii State AFL-CIO v. Yoshina***, 935 P.2d 89 (Haw. 1997); ***Masonry & Tile Contractors Ass'n v. Jolley, Urga & Wirth***, 941 P.2d 486 (Nev. 1997); ***People ex rel. Lundgren v. Superior Court (American Standard)***, 14 Cal.4th 294

(1996); *AFL-CIO v. Unemployment Ins. Appeals Bd.*, 13 Cal.4th 1017 (1996), rev'g 38 Cal.App.4th 1205 (1995); *People v. Horton*, 11 Cal.4th 1068 (1996); *So. California Chapter of Associated Builders & Contractors, Inc. v. California Apprenticeship Council*, 4 Cal.4th 422 (1992); *In re Horton*, 54 Cal.3d 82 (1991); *Cumero v. Public Employment Relations Bd.*, 49 Cal.3d 575 (1989); *Keller v. State Bar*, 47 Cal.3d 1152 (1989); *DeTomaso v. Pan American World Airways*, 43 Cal.3d 517 (1987); *County of Los Angeles v. State of California*, 43 Cal.3d 46 (1987); *Long Beach City Employees Ass'n v. City of Long Beach*, 41 Cal.3d 937 (1986); *Regents of the Univ. of California v. Public Employment Relations Bd.*, 41 Cal.3d 601 (1986); *San Jose Teachers Ass'n v. Superior Court*, 38 Cal.3d 839 (1985); *AFL-CIO v. Eu*, 36 Cal.3d 687 (1984); *Legislature of the State of California v. Deukmejian*, 34 Cal.3d 658 (1983); *San Mateo City School Dist. v. Public Employment Relations Bd.*, 33 Cal.3d 850 (1983); *Welfare Rights Org. v. Crisan*, 33 Cal.3d 766 (1983); *Serrano v. Unruh*, 32 Cal.3d 621 (1982); *Mandel v. Myers*, 29 Cal.3d 531 (1981); *Pacific Legal Foundation v. Unemployment Ins. Appeals Bd.*, 29 Cal.3d 101 (1981); *Sears Roebuck & Co. v. San Diego County Dist. Council of Carpenters*, 25 Cal.3d 317 (1979); *Robins v. Pruneyard Shopping Center*, 23 Cal.3d 899 (1979).

The firm has also participated in the following cases in the state courts of appeal, among others: *Glaviano v. Sacramento Unified Sch. Dist.*, 22 Cal.App.5th 744 (2018); *Castillo v. Glenair, Inc.*, 23 Cal.App.5th 262 (2018); *People v. Conagra Grocery Products Co.*, 17 Cal.App.5th 51 (2017); *Turman v. Superior Court*, 17 Cal.App. 5th 969 (2017); *Vergara v. California*, 246 Cal.App.4th 619 (2016); *Nat'l Restaurant Ass'n v. Comm'n of Labor*, 141 A.D.3d 185, 34 N.Y.S.3d 232 (2016); *El Centro v. Lanier*, 245 Cal.App.4th 1494 (2016); *Jenks v. DLA Piper Rudnick Gray Cary US LLP*, 243 Cal.App.4th 1 (2015); *Noe v. Superior Court*, 237 Cal.App.4th 316 (2015); *Koval v. Pac. Bell Tel. Co.*, 232 Cal.App.4th 1050 (2014); *Van Zant v. Apple, Inc.*, 229 Cal.App.4th 965 (2014); *Professional Engineers in California Gov't v. Brown*, 229 Cal.App.4th 861 (2014); *Sheet Metal Workers' Int'l Ass'n, Local 104 v. Duncan*, 229 Cal.App.4th 192 (2014); *California High-Speed Rail Authority v. Superior Court*, 228 Cal.App.4th 676 (2014); *Los Angeles Unified School Dist. v. Superior Court*, 228 Cal.App.4th 222 (2014); *Hall v. Rite Aid Corp.*, 226 Cal.App.4th 278 (2014); *D'Arrigo Bros. v. United Farmworkers*, 224 Cal.App.4th 790 (2014); *ALPA Int'l v. United Airlines, Inc.*, 223 Cal.App.4th 706 (2014); *Farmers Ins. Exch. v. Superior Court*, 218 Cal.App.4th 96 (2013); *Gonzalez v. Downtown L.A. Motors LP*, 215 Cal.App.4th 36 (2013); *California Redevelopment Ass'n v. Matosantos*, 212 Cal.App.4th 1457 (2013); *Veronese v. Lucasfilm Ltd.*, 212 Cal.App.4th 1 (2012); *Hernandez v. Chipotle Mexican Grill, Inc.*, 208 Cal.App.4th 1487 (2012); *Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322 (2012); *Hensel Phelps Construction Co. v. San Diego Unified Port Dist.*, 197 Cal.App.4th 1020 (2011); *California Chamber of Commerce v. Brown*, 196 Cal.App.4th 233 (2011); *County of Los Angeles v. Los Angeles County Employee Relations Comm'n*, 192 Cal.App.4th 1409 (2011); *Ralph's Grocery Co. v. UFCW Local 8*, 192 Cal.App.4th 200 (2011); *Home Depot v. Superior Court*, 191 Cal.App.4th 210 (2011); *EPIC v. California Dep't of Forestry and Fire Protection*, 190 Cal.App.4th 217 (2010); *Bright v. 99 Cents Only Stores*, 189 Cal.App.4th 1472 (2010); *Lazarin v. Superior Court*, 188 Cal.App.4th 1560 (2010); *Sutter Health v. UNITE-HERE*, 186 Cal.App.4th 1193 (2010); *Gardner v. Schwarzenegger*, 178 Cal.App.4th 1366 (2009); *In re Consumer Privacy Cases*, 175 Cal.App.4th 545 (2009); *County of Sonoma v. Superior Court*, 173 Cal.App.4th 322 (2009); *Aguilar v. Superior Court (Cintas Corp.)*, 170 Cal.App.4th 313 (2009); *Project Vote v. Madison County Bd. of Elections*, 2008 WL 4445176 (Ohio Sept. 29, 2008); *Curley v. Lake County Bd. of Elections and Registration*, 896 N.E.2d 24 (Ind. App. 2008); *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157 (2008); *Sharp v. Next*

Entertainment, Inc., 163 Cal.App.4th 410 (2008); *State Building and Construction Trades Council v. Duncan*, 162 Cal.App.4th 289 (2008); *Kashmiri v. Regents of the University of California*, 156 Cal.App.4th 809 (2007); *Sheet Metal Workers Int'l Ass'n, Local Union No. 104 v. Rea*, 153 Cal.App.4th 1071 (2007); *Aguiar v. Cintas Corp. No. 2*, 144 Cal.App.4th 121 (2006); *The Hess Collection Winery v. California Agricultural Relations Bd.*, 140 Cal.App.4th 1584 (2006); *So. California Edison Co. v. Public Utilities Comm'n*, 140 Cal.App.4th 1085 (2006); *Du Charme v. IBEW, Local 45*, 110 Cal.App.4th 107 (2003); *Svc. Employees Int'l Union v. Superior Court*, 89 Cal.App.4th 1390 (2001); *Bell v. Farmers Ins. Exch.*, 87 Cal.App.4th 805 (2001), later proceeding, 115 Cal.App.4th 715 (2004), later proceeding, 135 Cal.App.4th 1138 (2006), later proceeding, 137 Cal.App.4th 835 (2006); *United Farm Workers v. Dutra Farms*, 83 Cal.App.4th 1146 (2000); *Western Crop Protection Ass'n v. Davis*, 80 Cal.App.4th 741 (2000); *Pulaski v. California Occupational Safety and Health Stds. Bd.*, 75 Cal.App.4th 1315 (1999); *IBEW Local 595 v. Superior Court*, 54 Cal.App.4th 1291 (1997); *IBEW v. Aubry*, 41 Cal.App.4th 1632 (1996); *California Court Reporters Ass'n v. Judicial Council*, 39 Cal.App.4th 15 (1995), later proceeding, 59 Cal.App.4th 959 (1997); *L.A. County Court Reporters Ass'n v. Superior Court*, 31 Cal.App.4th 403 (1995); *Smith v. Superior Court (Degnan)*, 31 Cal.App.4th 205 (1994); *AFL-CIO v. Unemployment Ins. Appeals Bd.*, 23 Cal.App.4th 51 (1994); *California Labor Fed'n v. California Safety and Health Stds. Bd.*, 5 Cal.App.4th 985 (1991), later proceeding, 221 Cal.App.3d 1547 (1990); *Jerabek v. Public Employment Relations Bd.*, 2 Cal.App.4th 1298 (1991); *Zambrano v. Oakland Unified School Dist.*, 229 Cal.App.3d 802 (1991); *Rust v. Vallejo*, 215 Cal.App.3d 771 (1989); *AFL-CIO v. Deukmejian*, 212 Cal.App.3d 425 (1989); *Wallace v. Consumers Cooperative, Inc.*, 170 Cal.App.3d 836 (1985); *Filipino Accountants Ass'n, Inc. v. State Bd. of Accountancy*, 155 Cal.App.3d 1023 (1984); *Brown v. Superior Court*, 137 Cal.App.3d 778 (1982); *Serrano v. Priest*, 131 Cal.App.3d 188 (1982); *AFL-CIO v. Employment Development Dep't*, 88 Cal.App.3d 811 (1979).

Exhibit B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS, HOLLY PEASE,)	
KELLI WISURI, and HEIDI)	
LAMAR, individually and on)	
behalf of all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	No. CGC-17-561299
)	
GOOGLE, LLC,)	
)	
Defendant.)	
_____)	

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED
AT DEFENDANT GOOGLE, LLC
REGARDING HIRING AND JOB ASSIGNMENT

BY: BRIAN ONG

February 7, 2019

Taken before JANE GROSSMAN

CSR No. 5225

JANE GROSSMAN REPORTING SERVICES, LLC
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VIDEOTAPED DEPOSITION OF PMQ AT DEFENDANT GOOGLE, LLC
BY BRIAN ONG

I N D E X

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED
AT DEFENDANT GOOGLE, LLC, REGARDING HIRING AND JOB
ASSIGNMENT

BY: BRIAN ONG

THURSDAY, FEBRUARY 7, 2019

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EXAMINATION BY: MR. FINBERG	10

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E X H I B I T S

DEPOSITION EXHIBITS MARKED FOR IDENTIFICATION

[NOTE: * Designates an exhibit designated
"Confidential"]

EXHIBIT NO.	DESCRIPTION	PAGE
Exhibit 566	Three-page document entitled "PLAINTIFFS' AMENDED NOTICE OF DEPOSITION OF THE PERSON MOST QUALIFIED AT DEFENDANT GOOGLE, LLC [REGARDING HIRING AND JOB ASSIGNMENT]" (No Bates numbers)	14
Exhibit 567	Two-page document from gHire Help entitled "Hiring Committee notes template" (GOOG-ELLIS-00002017 - GOOG-ELLIS-00002018)	169

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Category	Sub-category	Value
Category 1	Sub-category 1.1	10
	Sub-category 1.2	85
	Sub-category 1.3	90
	Sub-category 1.4	60
	Sub-category 1.5	70
	Sub-category 1.6	85
	Sub-category 1.7	15
Category 2	Sub-category 2.1	90
	Sub-category 2.2	80
	Sub-category 2.3	75
	Sub-category 2.4	85
	Sub-category 2.5	75
	Sub-category 2.6	20
	Sub-category 2.7	90
Category 3	Sub-category 3.1	85
	Sub-category 3.2	80
	Sub-category 3.3	85
	Sub-category 3.4	75
	Sub-category 3.5	60
	Sub-category 3.6	95
	Sub-category 3.7	85
Category 4	Sub-category 4.1	15
	Sub-category 4.2	95
	Sub-category 4.3	55
	Sub-category 4.4	45

1 A. It would vary.

10:47:20

2 Q. How about level? Is level included on the
3 external posting?

10:47:23

10:47:27

4 A. No.

10:47:29

5 Q. Who creates the external and internal
6 postings?

10:47:40

10:47:43

7 A. The recruiter does the physical creation,
8 but will be consulting with the hiring manager and,
9 potentially, other subject-matter experts that are
10 close to the job family.

10:47:45

10:47:49

10:47:58

10:48:01

11 Q. And how is it decided what content to put
12 in the posting?

10:48:05

10:48:10

13 A. We'll largely focus on what the key
14 requirements for the role are. And at times
15 we'll -- we'll describe the group in a way that's
16 understandable to the outside world.

10:48:21

10:48:23

10:48:28

10:48:32

17 Q. Do the key requirements of the role come
18 from the job ladder?

10:48:37

10:48:39

19 A. They should.

10:48:48

20 Some -- some do, but it's not a
21 requirement if they all come from the job ladder.

10:48:51

10:48:53

22 Q. What does that mean?

10:48:55

23 MS. DAVIS: The question -- the -- the
24 answer is pretty clear.

10:48:57

10:48:58

25 What's the question?

10:49:01

1	MR. FINBERG: Q. All right. Let's break	10:49:01
2	it down.	10:49:02
3	You said they should come from the job	10:49:03
4	ladder.	10:49:05
5	Why is that?	10:49:06
6	A. Because that's an accurate description of	10:49:06
7	the -- the roles generally for that job family.	10:49:08
8	Q. All right. And then you said some do, but	10:49:14
9	it's not a requirement that they all come from the	10:49:20
10	job ladder.	10:49:23
11	So is it a requirement that part of it	10:49:25
12	come from the job ladder?	10:49:30
13	A. Not a requirement, per se.	10:49:32
14	Q. Okay. But it is the typical practice that	10:49:34
15	most of it comes from the job ladder?	10:49:37
16	A. It's highly recommended that they're	10:49:41
17	generated in a way that reflects what the job is	10:49:43
18	today, which is generally reflected by the job	10:49:46
19	ladder.	10:49:48
20	Q. Why is that highly recommended?	10:49:49
21	A. Largely for consistency.	10:49:53
22	As you get hired into the company, you	10:49:56
23	should be -- you're evaluated against the job	10:49:57
24	ladder. So we don't want to have an -- an abrupt	10:50:00
25	start for the Nooglers.	10:50:04

1	MS. DAVIS: Nooglers.	10:50:08
2	THE WITNESS: Nooglers.	10:50:09
3	THE REPORTER: Thank you.	10:50:10
4	MR. FINBERG: Q. And you say that it is	10:50:18
5	relevant -- it's reflected -- it reflects what the	10:50:24
6	job is today, which is generally reflected by the	10:50:30
7	job ladder.	10:50:33
8	What do you mean that the job ladder	10:50:34
9	generally reflects what the job is today?	10:50:36
10	A. The way job ladders are designed, they	10:51:00
11	have attributes that are -- exhibit expectations for	10:51:03
12	the role.	10:51:12
13	Q. And Google keeps the job ladders current	10:51:19
14	and accurate?	10:51:22
15	MS. DAVIS: Outside the scope of the	10:51:24
16	deposition topic; may call for speculation as to how	10:51:25
17	frequently they're updated.	10:51:29
18	If you know, based on your personal	10:51:30
19	knowledge.	10:51:32
20	THE WITNESS: There's an effort to refresh	10:51:33
21	them ongoing.	10:51:35
22	MR. FINBERG: Q. So it's your	10:51:40
23	understanding that they are current and accurate?	10:51:41
24	MS. DAVIS: Misstates his testimony; also	10:51:45
25	outside the scope of the deposition topic.	10:51:47

1 THE WITNESS: It's my understanding that 10:51:51
2 they -- we -- we try to keep them as fresh as we 10:51:52
3 can. 10:51:55

4 MR. FINBERG: Q. And they set forth 10:51:56
5 expectations for the job; correct? 10:51:57

6 MS. DAVIS: Objection. Outside the scope 10:52:04
7 of the deposition testimony. You've asked for 10:52:05
8 another topic on job ladders. So this is outside 10:52:08
9 the scope of Mr. Ong's role and the deposition 10:52:11
10 topic. 10:52:16

11 You can answer, based on your own personal 10:52:19
12 knowledge. 10:52:22

13 THE WITNESS: So as a people manager at 10:52:23
14 Google, I expect the ladder to be a -- a reference 10:52:25
15 tool for people in that job family to understand 10:52:28
16 what they need to do to succeed in their job. 10:52:31

17 MR. FINBERG: Q. And do you understand 10:52:37
18 the job ladders to set forth the skills, knowledge, 10:52:38
19 and abilities that one needs to do a job? 10:52:42

20 MS. DAVIS: Same objection. 10:52:45

21 THE WITNESS: Again, as a people manager, 10:52:48
22 that's my understanding how the ladders are used. 10:52:50

23 MR. FINBERG: Q. And is it your 10:52:53
24 understanding that the job ladder sets forth the 10:52:53
25 duties of a specific job family and that the level 10:53:00

1 component of the job level describes the level of 10:53:06
2 responsibility within that job family? 10:53:10

3 MS. DAVIS: Same objection. Outside the 10:53:14
4 scope of this deposition topic. 10:53:15

5 There's another individual who you've 10:53:17
6 asked to testify about job ladders. 10:53:19

7 You can answer, based on your own personal 10:53:24
8 knowledge as a Googler. 10:53:27

9 THE WITNESS: So, yeah, again, as a people 10:53:31
10 manager, I wouldn't say it lays out the speci- -- 10:53:33
11 specificity of a duty. It doesn't get into that 10:53:34
12 level of detail. But it does set expectations of 10:53:37
13 what's expected for the job. 10:53:41

14 MR. FINBERG: Q. So it sets forth duties 10:53:43
15 at a general level? 10:53:45

16 MS. DAVIS: No. Misstates his testimony. 10:53:47
17 He expressly said it doesn't set forth duties. 10:53:49

18 Stop doing that. 10:53:50

19 THE WITNESS: Again, it's not the 10:53:56
20 specificity of what they're doing day to day. It's 10:53:57
21 the general expectations of the requirements for the 10:53:59
22 job. 10:54:02

23 MR. FINBERG: Q. So it describes their 10:54:02
24 job duties generally? 10:54:04

25 MS. DAVIS: No. 10:54:06

1	Stop misstating his testimony.	10:54:06
2	MR. FINBERG: Let -- let him answer,	10:54:09
3	Felicia.	10:54:09
4	MS. DAVIS: No. Objection. Misstates --	10:54:09
5	MR. FINBERG: No speaking objections.	10:54:09
6	MS. DAVIS: -- his testimony.	10:54:09
7	It misstates his testimony.	10:54:10
8	Stop doing that.	10:54:11
9	He's answered the question twice.	10:54:12
10	MR. FINBERG: Q. You can answer.	10:54:14
11	A. So, again, it's not the specific duties.	10:54:16
12	It's generally what's expected out of the job.	10:54:18
13	Q. (QNA) Okay. It's generally what's	10:54:21
14	expected out of the job in terms of job duties;	10:54:29
15	correct?	10:54:31
16	MS. DAVIS: Objection.	10:54:32
17	Instruct you not to answer.	10:54:32
18	He's answered the question three times.	10:54:34
19	MR. FINBERG: Q. So going back to the job	10:54:51
20	posting, it's highly recommended that the job ladder	10:54:52
21	be used in creating the posting.	10:54:59
22	Who reviews postings before they're	10:55:04
23	posted?	10:55:06
24	MS. DAVIS: I'm going to object.	10:55:07
25	Are you going to take Mr. Ong's	10:55:09

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23 Q. Except there are some prohibited

24 questions?

25 A. Correct.

1 knowledge.

2 But to the extent you know, you can
3 answer.

4 THE WITNESS: Those are largely the key
5 components: so mechanics, how to avoid bias.

6 MR. FINBERG: Q. So where in this process
7 is a decision made about what level to assign an
8 applicant?

9 A. The decision here is usually done by the
10 hiring committee.

11 Q. Is there a recommendation from a
12 recruiter?

13 A. Not a recommendation, no.

[REDACTED]

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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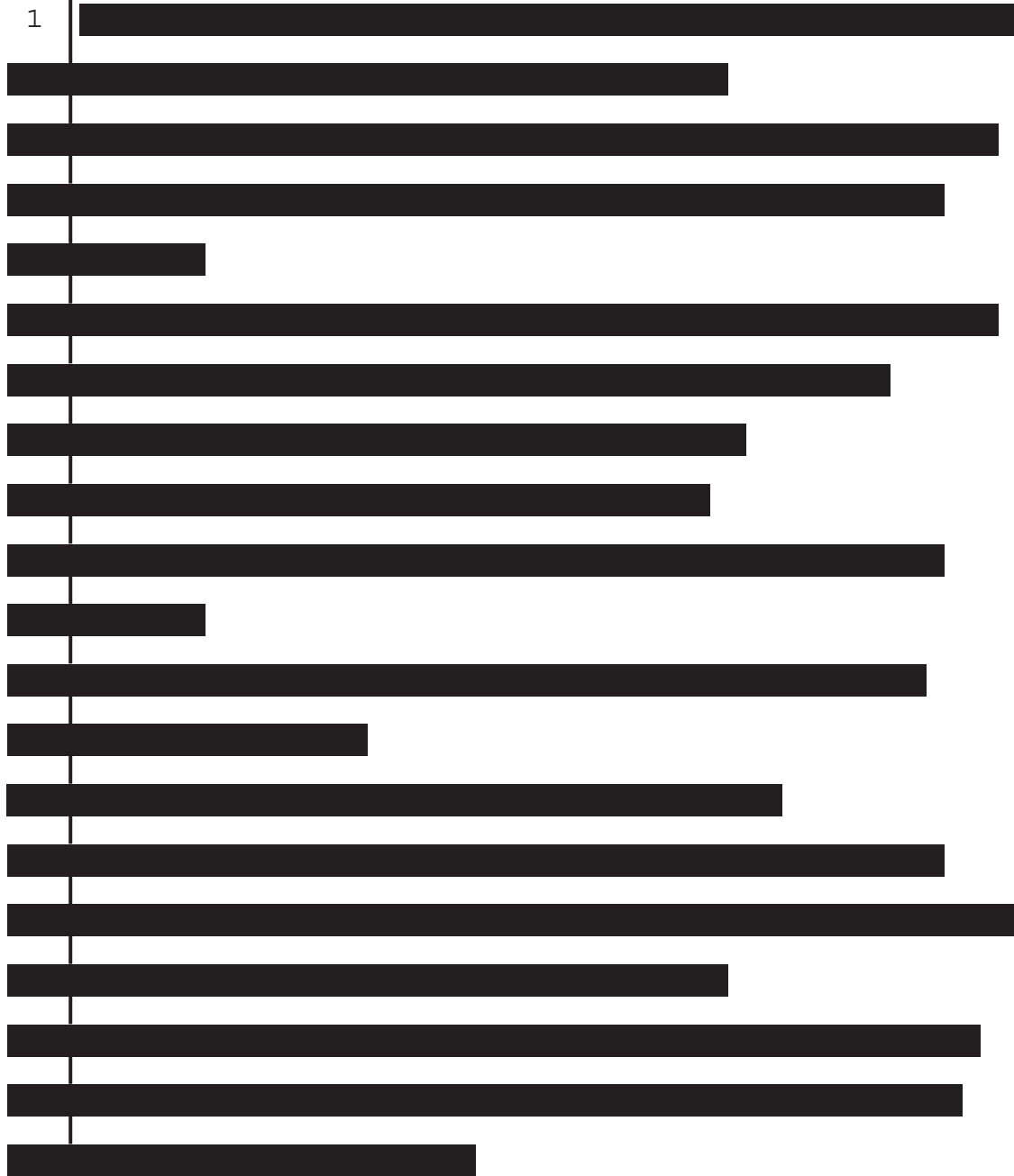
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[REDACTED]

20

Q. All right.

21

(Deposition Exhibit 568 was marked for

22

identification.)

23

MR. FINBERG: Q. Okay. The court

24

reporter has marked as Exhibit 568 a collection of

25

documents that I think go together, but I will ask

1

[REDACTED]

[REDACTED]

[REDACTED]

1

2

(Deposition Exhibit 573 was marked for
identification.)

3

4

5

6

7

MR. FINBERG: Q. The court reporter has
marked as Plaintiffs' Exhibit 573 a document with
the Bates number GOOGLE-ELLIS-000116110 (sic)
through -112, and --

8

MS. DAVIS: It's through -113, just --

9

MR. FINBERG: Oh, is it?

10

MS. DAVIS: -- for the record.

11

12

MR. FINBERG: Q. And as to both of this
and -572 -- I don't know.

13

14

15

(Addressing Ms. Davis) These may have
been -- were they produced in native format, as
opposed to --

16

MS. DAVIS: No. Pdf.

17

MR. FINBERG: These are pdf?

18

MS. DAVIS: Uh-huh.

19

MR. FINBERG: All right.

20

Q. So do you know what Exhibit 573 is?

21



A. Yes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1		
		

1

[REDACTED]

[REDACTED]

18 (Deposition Exhibit 574 was marked for
19 identification.)

[REDACTED]

25 Q. Okay. So now let's turn to 574, which has

1 CERTIFICATE OF REPORTER

2
3 I, JANE GROSSMAN, a Certified Shorthand
4 Reporter, hereby certify that the witness in the
5 foregoing deposition was by me duly sworn to tell
6 the truth, the whole truth, and nothing but the
7 truth in the within-entitled cause;

8 That said deposition is a true record and
9 was taken in shorthand by me, a disinterested
10 person, at the time and place therein stated, and
11 that the testimony of said witness was thereafter
12 reduced to typewriting, by computer, under my
13 direction and supervision;

14 I further certify that I am not of counsel
15 or attorney for any of the parties to said
16 deposition, nor in any way interested in the events
17 of this cause, and that I am not related to any of
18 the parties thereto.

19
20
21 Dated: February 14, 2019

22
23
24 _____
25 JANE GROSSMAN, CSR No. 5225

Exhibit C

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 COUNTY OF SAN FRANCISCO

3 ---oOo---

4 KELLY ELLIS, HOLLY PEASE,)
KELLI WISURI, and HEIDI)
5 LAMAR, individually and on)
behalf of all others)
6 similarly situated,)
)
7 Plaintiffs,)
)
8 vs.) No. CGC-17-561299
)
9 GOOGLE, LLC,)
)
10 Defendant.)
)

11
12
13 VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED
14 AT DEFENDANT GOOGLE, LLC REGARDING RECRUITMENT
15 BY: KYLE ROWE
16 SAN FRANCISCO, CALIFORNIA
17 August 7, 2019

18
19
20 Reported By:
21 JANE GROSSMAN
22 CSR No. 5225
23 Job No. 10058830
24
25

1 A P P E A R A N C E S

2 FOR PLAINTIFFS KELLY ELLIS, HOLLY PEASE, KELLI WISURI,
3 and HEIDI LAMAR:

4 ALTSHULER BERZON LLP
5 177 Post Street, Suite 300
6 San Francisco, California 94108
 415.421.7151
 By: JAMES FINBERG, Attorney at Law
 jfinberg@altshulerberzon.com

8 FOR PLAINTIFFS KELLY ELLIS, HOLLY PEASE, KELLI WISURI,
9 and HEIDI LAMAR:

10 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
11 275 Battery Street, 29th Floor
12 San Francisco, California 94111-3339
13 415.956.1000
14 By: KELLY M. DERMODY, Attorney at Law
 kdermody@lchb.com
 and
 MICHELLE A. LAMY, Attorney at Law
 mlamy@lchb.com

15 FOR DEFENDANT GOOGLE, LLC:

16 PAUL HASTINGS LLP
17 515 South Flower Street, Twenty-Fifth Floor
18 Los Angeles, California 90071
19 213.683.6120
 By: FELICIA A. DAVIS, Attorney at Law
 feliciadavis@paulhastings.com

20 FOR DEFENDANT GOOGLE, LLC:

21 PAUL HASTINGS LLP
22 101 California Street, 48th Floor
23 San Francisco, California 94111
24 415.856.7000
 By: JANA B. FITZGERALD, Attorney at Law
 janafitzgerald@paulhastings.com

25 /////

1	Q. Okay. Do the documents go back to, let's	09:08:36
2	say, September 2013?	09:08:41
3	MS. DAVIS: May call for speculation.	09:08:43
4	If you know.	09:08:44
5	THE WITNESS: Unclear.	09:08:45
6	MR. FINBERG: Q. Okay. And you talked	09:08:46
7	about compensation changes.	09:08:51
8	When did those occur?	09:08:53
9	MS. DAVIS: May call for speculation.	09:08:54
10	If you recall, go ahead.	09:08:57
11	THE WITNESS: If I recall correctly, we	09:08:58
12	made the changes in August 2017, for effect of the	09:09:00
13	beginning of 2018.	09:09:04
14	MR. FINBERG: Q. Okay. And so you saw	09:09:06
15	documents regarding compensation that both predated	09:09:08
16	and postdated August of 2017?	09:09:13
17	A. Yes.	09:09:16
18	Q. And how did the documents differ before	09:09:24
19	and after 2017?	09:09:26
20	A. Compensation language.	09:09:28
21	Q. In what ways did the language differ?	09:09:29
22	A. The compensation language suggested that	09:09:31
23	we should ask for current compensation.	09:09:33
24	And then the later documents say that we	09:09:37
25	should ask for candidate expectations.	09:09:40

1 THE WITNESS: I don't recall which date
2 that we published information from the compensation

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

1

7

Q. Can you think of any other -- we talked a little bit about these website materials that were references for the recruiters.

10

Can you think of any other documents that you reviewed that refreshed your recollection?

12

A. Not that I recall.

13

14

Q. When you -- you referred earlier to "compensation tactics." What did you mean by the phrase "compensation tactics"?

15

16

A. Compensating individuals requires a full understanding -- excuse me. Let me rephrase.

17

18

When we extend an offer that includes what compensation is offering to a candidate, it is the recruiter's duty to understand how the offer is comprised and be able to answer any questions that may arise from the candidate.

20

21

22

23

So the tactics include full understanding, any possible objections they might hear from the candidate, "objections" meaning further questions,

24

25

1 recruiter then extends the offer and discusses all
2 parts of the Google offer.

3 Q. Okay. But before you get to the stage
4 where the compensation team has approved a specific
5 offer and it's at a more preliminary stage -- the
6 applicant is thinking about whether they might be
7 interested in coming to Google; they're trying to
8 get a sense of what their compensation might be at
9 Google -- might the candidate say, "Hey, what's the
10 salary range for software engineer level 3?"

11 A. Yes.

12 Q. And the recruiter would then be able to
13 answer that question, what the salary range is in a
14 particular job family at a particular level?

15 A. Recruiters are armed with that
16 information, yes.

17 Q. And how do recruiters obtain that
18 information?

19 A. It is through our internal Google
20 recruiting tool.

21 Q. What is that tool?

22 A. It's called "gHire."

[REDACTED]

[REDACTED]

[REDACTED]

1 CERTIFICATE OF REPORTER
2

3 I, JANE GROSSMAN, a Certified Shorthand
4 Reporter, hereby certify that the witness in the
5 foregoing deposition was by me duly sworn to tell
6 the truth, the whole truth, and nothing but the
7 truth in the within-entitled cause;

8 That said deposition is a true record and
9 was taken in shorthand by me, a disinterested
10 person, at the time and place therein stated, and
11 that the testimony of said witness was thereafter
12 reduced to typewriting, by computer, under my
13 direction and supervision;

14 I further certify that I am not of counsel
15 or attorney for any of the parties to said
16 deposition, nor in any way interested in the events
17 of this cause, and that I am not related to any of
18 the parties thereto.

19
20
21 Dated: August 15, 2019

22
23 

24 _____
25 JANE GROSSMAN, CSR No. 5225

Exhibit D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS, HOLLY PEASE,)	
KELLI WISURI, and HEIDI)	
LAMAR, individually and on)	
behalf of all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	No. CGC-17-561299
)	
GOOGLE, LLC,)	
)	
Defendant.)	
_____)	

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED
AT DEFENDANT GOOGLE, LLC REGARDING PROMOTIONS

BY: STEPHANIE KIM TIETBOHL

February 5, 2019

Volume I - Pages 1 through 65

Taken before JANE GROSSMAN

CSR No. 5225

JANE GROSSMAN REPORTING SERVICES, LLC
Certified Shorthand Reporters
1939 Harrison Street, Suite 460
Oakland, California 94612
510.444.4500
www.grossmanreporting.com

VIDEOTAPED DEPOSITION OF PMQ AT DEFENDANT GOOGLE, LLC
RE: PROMOTIONS BY STEPHANIE KIM TIETBOHL

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Response	Percentage
Yes, the U.S. should take action to reduce greenhouse gas emissions	95%
No, the U.S. should not take action to reduce greenhouse gas emissions	5%

Government	Percentage
Current government	85%
Previous government	15%

1	of this deposition testimony, and it was already	11:41:41
2	covered in a prior compensation PMQ.	11:41:43
3	To the extent you know, based on your own	11:41:46
4	knowledge, you -- you can answer, but it's not on	11:41:49
5	behalf of the company.	11:41:52
6	We already had testimony on this.	11:41:53
7	Go ahead.	11:41:55
8	THE WITNESS: As a Googler and Google	11:41:56
9	manager and person who formerly worked on	11:42:00
10	compensation, it is the two most recent ratings.	11:42:05
11	MS. LAMY: Q. That's exactly what I'm	11:42:08
12	trying to understand.	11:42:09
13	A. Yes.	11:42:10
14	Q. So does the two most recent ratings mean	11:42:10
15	the fall rating from that year as well as the spring	11:42:13
16	rating from that year?	11:42:16
17	A. Yes, from the same calendar year.	11:42:19
18	Q. So, again, would the performance	11:42:22
19	evaluation process that occurs in the fall be	11:42:24
20	completed in time for that performance evaluation	11:42:28
21	rating to be used in compensation planning that	11:42:30
22	fall?	11:42:33
23	A. Yes.	11:42:34
24	Q. Okay. Thank you.	11:42:35
25	A. You are welcome.	11:42:36

1 CERTIFICATE OF REPORTER

2
3 I, JANE GROSSMAN, a Certified Shorthand
4 Reporter, hereby certify that the witness in the
5 foregoing deposition was by me duly sworn to tell
6 the truth, the whole truth, and nothing but the
7 truth in the within-entitled cause;

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9 was taken in shorthand by me, a disinterested
10 person, at the time and place therein stated, and
11 that the testimony of said witness was thereafter
12 reduced to typewriting, by computer, under my
13 direction and supervision;

14 I further certify that I am not of counsel
15 or attorney for any of the parties to said
16 deposition, nor in any way interested in the events
17 of this cause, and that I am not related to any of
18 the parties thereto.

19
20
21 Dated: February 13, 2019

22
23
24 _____
25 JANE GROSSMAN, CSR No. 5225

Exhibit E

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 COUNTY OF SAN FRANCISCO
3 ---oOo---
4 KELLY ELLIS, HOLLY PEASE,)
5 KELLI WISURI, and HEIDI)
6 LAMAR, individually and on)
7 behalf of all others)
8 similarly situated,)
9 Plaintiffs,)
10 vs.) No. CGC-17-561299
11 GOOGLE, LLC,)
12 Defendant.)
13
14 VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED
15 AT DEFENDANT GOOGLE, LLC REGARDING PROMOTIONS
16 BY: STEPHANIE KIM TIETBOHL
17 SAN FRANCISCO, CALIFORNIA
18 July 31, 2019
19 Volume II
20
21 Reported By:
22 JANE GROSSMAN
23 CSR No. 5225
24 Job No. 10058608
25

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21 That wasn't a question.

22 A. Okay.

23 Q. I was just clarifying to you that --

24 A. I was pausing to think, is that a question

25 to answer?

CERTIFICATE OF REPORTER

I, JANE GROSSMAN, a Certified Shorthand Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition is a true record and was taken in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

I further certify that I am not of counsel or attorney for any of the parties to said deposition, nor in any way interested in the events of this cause, and that I am not related to any of the parties thereto.

Dated: August 12, 2019



JANE GROSSMAN, CSR No. 5225

Exhibit F

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

Friday,
April 7, 2017

The above-entitled matter came on for hearing, pursuant to notice, at 9:01 o'clock a.m.

Page 113

1 A No.

2 Q Are they given the candidate's gender?

3 MR. PILOTIN: Objection, Your Honor, these are
4 leading questions.

5 JUDGE BERLIN: I'll allow them.

6 You can answer.

7 THE WITNESS: So, was gender the question that you
8 said?

9 BY MS. SWEEN:

10 Q Sure.

11 A No.

12 Q How about race or ethnicity?

13 A No.

14 Q Did Google have compensation procedures in place
15 during the 2013/2015 time period?

16 A Yes.

17 Q Can you briefly describe what those compensation
18 procedures were for new hires that were recent college
19 graduates?

20 A This will be a somewhat lengthy explanation, if
21 that's okay. Let's take an example an entry level software
22 engineer, which we call Job Code 3403. So, for an entry
23 level software engineer, we gather market data for that role
24 and we review that market data every single year. We set a
25 target for that job based on a percentile of the market.

1 Many companies target the middle of the market,
2 which they call the median of the market -- the middle. But
3 we get -- there's a distribution that we get from our salary
4 surveys and we target the 90th percentile. That is, the top
5 of the market -- we call it the top of the market, the top 10
6 percent of the market. And we set that as our target.

7 So in the example of a software engineer -- and
8 this is -- I'll use round numbers for illustration. Let's
9 say the market median is 60,000. The 90th percentile might
10 be 100,000. When we bring in a new college grad, we bring
11 them in at our baseline offer, which is 80 percent of that
12 market reference point.

13 So in the case if our market reference point is
14 \$100,000, we bring new college graduates in at approximately
15 80,000. And these numbers are illustrative.

16 Q So if I understand correctly, all new hires that
17 are college graduates, are they paid the same starting salary
18 for the same job and the same location?

19 A That is correct.

20 Q Is prior job history -- and by that phrase, I mean
21 all jobs that a new hire held prior to joining Google -- is
22 prior job history a factor that the compensation team
23 considers when setting the base salary for new hires that are
24 recent college graduates?

25 A Well, we base it off the market reference point for

1 the job. So irrespective of what that individual as a new
2 college graduate would be earning, most likely they don't
3 have a job. So we bring everyone up to the minimum or the
4 standard offer baseline, which is 80 percent. And the
5 philosophy behind bringing people in at 80 percent is that we
6 want to bring them in below anyone who is already in the job,
7 so that they can earn incremental compensation and salary
8 increase based on performance.

9 Q Let me just give you an example. For a recent
10 college graduate who maybe their last job was a life guard,
11 would that ever play any role in what Google decides to set
12 as their base compensation?

13 A No, not for any job.

14 Q Okay. So prior job history for a new recent
15 college graduate, does that play any factor when Google
16 considers setting base salary for new hires that are college
17 graduates?

18 A Well, new college graduates, we endeavor to treat
19 them all the same and consistent within each job category.

20 Q This question also goes to recent college
21 graduates: Is prior salary history -- and by that I mean all
22 pay that they've received from prior jobs -- a factor that
23 Google considers when setting their base salary?

24 A Again, for new college graduates, you're asking?

25 Q Yes.

1 A No.

2 Q So now I want to turn to compensation for new hires
3 that are not new college grads, okay?

4 A Um-hum.

5 Q Can you please summarize for the Court Google's
6 compensation procedures from 2013 to and including 2015 with
7 respect to setting the base salary for new hires that are not
8 recent college graduates?

9 A We would generally follow the same principle. We
10 would endeavor to bring them in as -- at our baseline rate of
11 80 percent. And so the intent is we would try to bring in
12 folks at our baseline, regardless of their current salary.

13 So, in that prior example, let's say someone was
14 making the market median of 60,000, we would give them the
15 80,000 minimum. If they're making less than the market
16 median, or 50, we'd give them 80. If they were making 70, we
17 would give them 80. If they were already making 80, we might
18 give a modest or small increase to bring them in.

19 The principle is we try to bring them in as low as
20 possible within our salary below the current employee, so
21 that they can earn future increases based on performance.

22 JUDGE BERLIN: And if they were making 90?

23 THE WITNESS: If they were making 90, we would
24 endeavor to bring them certainly no more than 90, because we
25 don't want them to -- we use the term "leap frog." We don't

1 want them to leap past the current employees who are already
2 in that job and performing well.

3 BY MS. SWEEN:

4 Q And candidates -- new hire candidates typically
5 offered 80 percent of the market reference point?

6 A I would say the majority of cases.

7 Q And could a candidate be offered less than 80
8 percent of the market reference point?

9 A We wouldn't, no.

10 Q And could a candidate -- I think you just mentioned
11 at least one instance in which a candidate could be offered
12 more than 80 percent of the market reference point. Are
13 there any other circumstances, other than what you've
14 described, in which a candidate might be offered more than 80
15 percent of the market reference point?

16 A It would be -- if someone was -- had a high salary
17 already, they were already at the top of the market. For
18 instance, 95,000 or 90, we might try to offer them 90 or even
19 slightly less.

20 Q Does negotiation play any role in setting a new
21 hire's base salary?

22 A Candidate negotiation?

23 Q Yes.

24 A No.

25 Q Is a job family the same thing as a job code?

1 A No.

2 Q What is a job family?

3 A A job family is a professional category of job at
4 Google. So those that are doing similar job duties and
5 responsibilities, but stratified at different levels of
6 capability or skill sets. So a job family could be a
7 software engineer. It could be a product manager. It could
8 be a financial analyst. And there would be different levels
9 within Google within that family.

10 Q And what is a job code?

11 A A job code is the numeric identifier we have for a
12 job family at a specific level. So, in my prior example, a
13 software engineer at Level 3, which is what we call our
14 entering new college grad, is Google Job Code 3403. Level 4
15 is 3404 and Level 5 is 3405, et cetera.

16 Q Is the market reference point that you explained
17 earlier ever tied to a job family?

18 A No.

19 Q Is the market reference point ever tied to -- what
20 is a job level?

21 A A job level can be thought of as a salary grade.
22 And using common compensation vernacular, it is a level at
23 which the people at that job are performing like level of
24 duties and responsibilities within that job family.

25 Q And is a job level ever tied to the market

Exhibit G

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS, HOLLY PEASE,)	
KELLI WISURI, and HEIDI)	
LAMAR, individually and on)	
behalf of all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	No. CGC-17-561299
)	
GOOGLE, LLC,)	
)	
Defendant.)	
_____)	

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED

AT DEFENDANT GOOGLE, LLC

BY: FRANCIS HOWARD TORRANCE WAGNER IV

January 30, 2019

Taken before JANE GROSSMAN

CSR No. 5225

JANE GROSSMAN REPORTING SERVICES, LLC
Certified Shorthand Reporters
1939 Harrison Street, Suite 460
Oakland, California 94612
510.444.4500
www.grossmanreporting.com

I N D E X

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED

AT DEFENDANT GOOGLE, LLC

BY: FRANCIS HOWARD TORRANCE WAGNER IV

WEDNESDAY, JANUARY 30, 2019

	PAGE
MORNING SESSION	10
AFTERNOON SESSION	143
EXAMINATION BY: MS. DERMODY	11
SECTION OF THE TRANSCRIPT	133 - 140, 144
DESIGNATED "CONFIDENTIAL - ATTORNEYS' EYES ONLY"	

---oOo---

E X H I B I T S

DEPOSITION EXHIBITS MARKED FOR IDENTIFICATION

[NOTE: * Designates an exhibit designated
"Confidential"]

EXHIBIT NO.	DESCRIPTION	PAGE
Exhibit 515	Three-page document entitled "PLAINTIFFS' AMENDED NOTICE OF DEPOSITION OF THE PERSON MOST QUALIFIED AT DEFENDANT GOOGLE, LLC [REGARDING COM- PENSATION]" (No Bates numbers)	14
Exhibit 516 *	Multipage document entitled "Google Rewarding Talent: Com- pensation, Frank Wagner," undated (GOOG-ELLIS-00007637 - GOOG-ELLIS-00007672)	188

1
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3

MS. DERMODY: Q. Let's talk about
compensation of your incumbent employees.

A. Okay.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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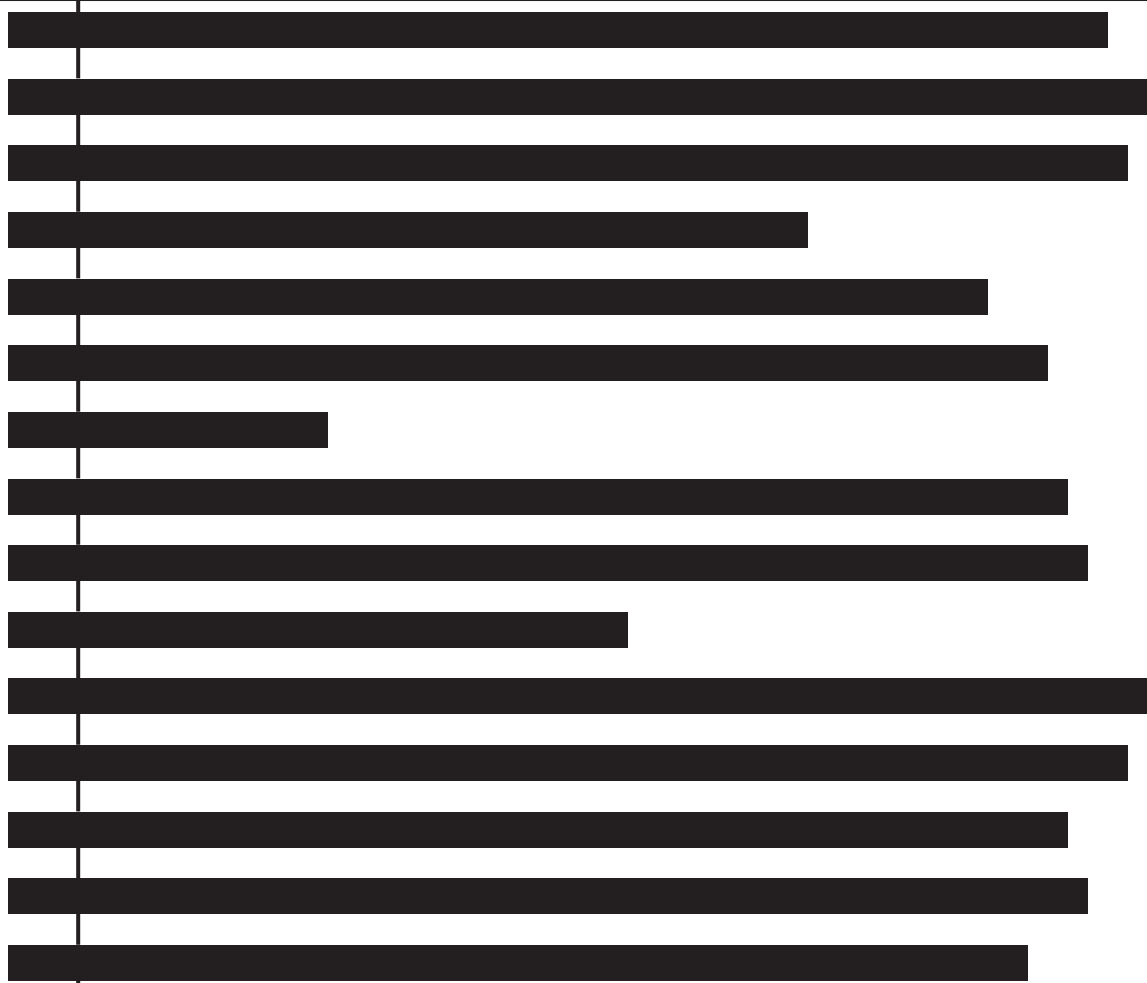
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[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8 Q. Is the video livestream something that is
9 tape-recorded?

10 A. Yes.

11 Q. And is it retained somewhere at Google?

12 A. Yes.

13 Q. And where is that?

14 A. It is -- the most recent cycles would be
15 listed on the gComp help site.

16 I am not certain how long they are
17 retained.

18 Q. Is there an archival place for things like
19 your Q and A that you can go to?

20 A. I don't know.

21 Q. If you wanted to get -- let me strike
22 that.

[REDACTED]

[REDACTED]

[REDACTED]

1 CERTIFICATE OF REPORTER

2
3 I, JANE GROSSMAN, a Certified Shorthand
4 Reporter, hereby certify that the witness in the
5 foregoing deposition was by me duly sworn to tell
6 the truth, the whole truth, and nothing but the
7 truth in the within-entitled cause;

8 That said deposition is a true record and
9 was taken in shorthand by me, a disinterested
10 person, at the time and place therein stated, and
11 that the testimony of said witness was thereafter
12 reduced to typewriting, by computer, under my
13 direction and supervision;

14 I further certify that I am not of counsel
15 or attorney for any of the parties to said
16 deposition, nor in any way interested in the events
17 of this cause, and that I am not related to any of
18 the parties thereto.

19
20
21 Dated: February 14, 2019

22
23
24 _____
25 JANE GROSSMAN, CSR No. 5225

Exhibit H

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS, HOLLY PEASE,)	
KELLI WISURI, and HEIDI)	
LAMAR, individually and on)	
behalf of all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	No. CGC-17-561299
)	
GOOGLE, LLC,)	
)	
Defendant.)	
_____)	

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED

AT DEFENDANT GOOGLE, LLC

BY: ALEXANDER RICHARD WILLIAMS

January 23, 2019

Taken before JANE GROSSMAN

CSR No. 5225

JANE GROSSMAN REPORTING SERVICES, LLC
Certified Shorthand Reporters
1939 Harrison Street, Suite 460
Oakland, California 94612
510.444.4500
www.grossmanreporting.com

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED AT
DEFENDANT GOOGLE, LLC, BY ALEXANDER RICHARD WILLIAMS

I N D E X

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED

AT DEFENDANT GOOGLE, LLC

BY: ALEXANDER RICHARD WILLIAMS

WEDNESDAY, JANUARY 23, 2019

	PAGE
MORNING SESSION	7
AFTERNOON SESSION	126
EXAMINATION BY: MS. DERMODY	8

---oOo---

E X H I B I T S

DEPOSITION EXHIBITS MARKED FOR IDENTIFICATION

[NOTE: * Designates an exhibit designated
"Confidential"]

EXHIBIT NO.	DESCRIPTION	PAGE
Exhibit 505	Multipage document entitled "PLAINTIFFS' AMENDED NOTICE OF DEPOSITION OF THE PERSON MOST QUALIFIED AT DEFENDANT GOOGLE, LLC [REGARDING COMPEN- SATION]" (No Bates numbers)	11
Exhibit 506 *	Multipage document entitled "2015 Total Cash Planning, HRBP Training" (GOOG-ELLIS- 00010051 - GOOG-ELLIS-00010094)	126
Exhibit 507 *	Multipage document entitled "2016 (our first single!) Com- pensation Cycle, HRBP Training" (GOOG-ELLIS-00009954 - GOOG-ELLIS-00010006)	137

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED AT
DEFENDANT GOOGLE, LLC, BY ALEXANDER RICHARD WILLIAMS

1 MS. DERMODY: Q. Uh-huh.

2 A. -- in some cases.

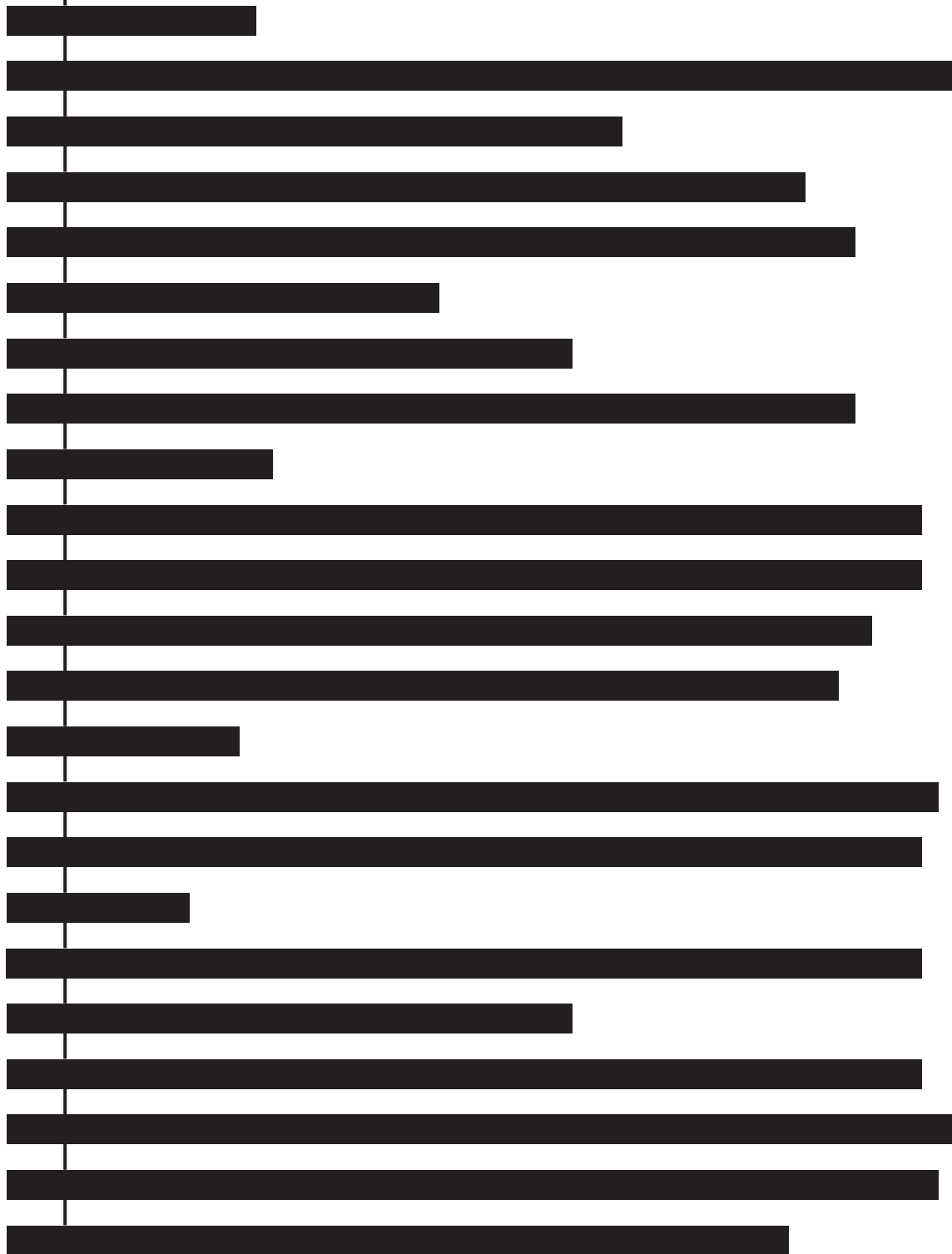
3 And I think the question was over a range
4 of time.

5 And so since August 28th, 2017, there
6 would also be a question as to whether the role was
7 critical or the candidate being deemed exceptional.

8 Q. Thank you for clarifying.

9 A. Yeah.

[REDACTED]



24 Q. Okay. Let me ask you if you have an
25 estimate about what percentage of industry hires are

Government	Percentage
Current government	85%
Previous government	15%



[REDACTED]

21 Q. Okay. Do you know if company salary

22 budgets are determined by a separate group?

23 MS. DAVIS: Calls for speculation.

24 If you know.

25 THE WITNESS: Yeah, I'm not familiar with

[REDACTED]	
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[REDACTED]	
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[REDACTED]

[REDACTED] MS. DAVIS: Okay. I'm going to mark this
18 document because we've talked about it. So this
19 will be 507.

20 (Deposition Exhibit 507 was marked for
21 identification.)

22 MS. DERMODY: Q. This is the same drill.
23 I'm going to pass it to you first before we decide
24 whether to mark it.

25 A. Excuse me.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

20 Q. Okay. So we're talking about the current
21 version of that training.

22 Where would you go to find the historical
23 collection of training that was provided to
24 recruiters around compensation?

25 A. That would most likely be in the version

1 history of that same document.

2 There may be older versions prior to some
3 of the features and slides that made it hard as a
4 product to create that kind of training. So there
5 may be a PowerPoint, for example, in my e-mail from
6 before that slide became available in the same way.

7 But I would go to the same places I
8 described previously: Google Drive, which is our
9 shared storage platform, sites, my e-mail for some
10 copy that I'm -- may have downloaded as a pdf.

[REDACTED]

17 Q. Okay. When they were offered training,
18 was it always under something like Comp 101, or had
19 there been other titles that you're aware of that
20 have been used to train recruiters on compensation?

21 A. I believe we always called it "Comp 101."

22 Q. Okay.

23 A. But it may not -- it may have just been
24 "Compensation Training for Recruiters" at some
25 point.

1 I'm very boring at choosing titles for
2 things.

3 Q. Okay. And are you generally familiar with
4 the gHire data platform?

5 A. I'm familiar with gHire, which is our
6 hiring system that contains data associated with
7 hiring, yes.

[REDACTED]

1	(Deposition Exhibit 510 was marked for	02:36:54
2	identification.)	02:36:54
3	MS. DERMODY: Is this 510?	02:37:06
4	THE REPORTER: Yes.	02:37:07
5	MS. DERMODY: Q. Do you recognize this	02:37:09
6	document, which has the Bates numbers -3583 to -84?	02:37:10
7	A. Yep.	02:37:17
8	Q. And what is this?	02:37:17
9	A. This is a page from an internal site that	02:37:20
10	describes the reasons that might be included for	02:37:28
11	revising an offer.	02:37:30
12	Q. Okay. And at the top of the page, it has	02:37:32
13	a date. It says (as read):	02:37:36
14	"Updated November 11, 2016..."	02:37:38
15	Do you see that?	02:37:41
16	A. I do see that.	02:37:42
17	Q. Does that indicate that -- the date of the	02:37:43
18	policy information, or is that a printout date?	02:37:46
19	A. I would never call this "policy	02:37:52
20	information."	02:37:53
21	But I believe that's a reference to the	02:37:54
22	date that this site was last updated. It's hard to	02:37:56
23	tell from the printout.	02:38:01
24	Q. Okay. And who has access to the material	02:38:03
25	that's reflected in Exhibit 510 -- or who had access	02:38:06

1 at the time?

2 A. So this page appears to be linked from the
3 new hire section, which means it's shared with our
4 staffing organization and our compensation analysts.
5 I believe they're the only two groups who have
6 access.

7 Q. Okay. And so would recruiters have access
8 to this, or is it the level above them?

9 A. Recruiters, as a part of our staffing
10 organization, should have access to this. It
11 would -- the sharing settings would be using an
12 alias that captures and automatically updates
13 everyone in the role of recruiter to have access at
14 any given point.

15 Q. Okay. If you look under the third section
16 on the first page of 510, where it says "Typical
17 Scenarios where the Comp team may not approve a Comp
18 Revision" -- do you see that?

19 A. Yes.

20 Q. I know it's small and hard to read.
21 That's how it came.

22 A. Uh-huh.

[REDACTED]

[REDACTED]

[REDACTED]

Bar Index	Value (approximate)
1	95
2	45
3	100
4	65
5	100
6	80
7	100
8	30
9	85
10	90
11	95
12	100
13	95
14	98
15	95
16	40
17	98
18	95
19	95
20	98
21	95
22	98
23	95
24	100
25	60
26	100

[REDACTED]

[REDACTED] mark the next

16 exhibit, please.

17 (Deposition Exhibit 511 was marked for
18 identification.)

19 THE REPORTER: This is 511.

20 MS. DERMODY: Yes, 511.

21 Q. If you take a look at this document, which
22 has the starting Bates number -3362 -- do you see
23 that?

24 A. Yes.

25 Q. Do you recognize this document?

1

2

Government	Percentage
Current government	85%
Previous government	15%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 Q. Okay. And, again, one or one to two comp 02:54:56
2 analysts? 02:55:06

3 A. It would have been one; two if you include 02:55:07
4 coverage by myself, who would have been the comp 02:55:10
5 lead. 02:55:12

6 Q. Okay. And that would have been you in 02:55:14
7 comp lead. 02:55:19

8 And Mr. Wagner, again, in the last one, or 02:55:20
9 is director a different person? 02:55:23

10 A. I'm not certain when Frank was promoted 02:55:24
11 from director to VP. So it's hard for me to tell if 02:55:26
12 it's a redundant term here. 02:55:31

13 MS. DERMODY: Okay. Mark this, please. 02:55:33
14 (Deposition Exhibit 512 was marked for 02:56:11
15 identification.) 02:56:12

16 MS. DERMODY: Q. And we've marked as 02:56:17
17 Exhibit 512 a document that starts with the Bates 02:56:18
18 number -2150. 02:56:20

19 Do you see that? 02:56:23

20 A. I do. 02:56:23

21 Q. And do you recognize this document? 02:56:24

22 A. Yes. 02:56:25

23 Q. And what is this? 02:56:26

24 A. This is a help page from our gHire help 02:56:27
25 system that describes the changes we made to our 02:56:33

1 new hire compensation process in August of 2017.

2 Q. And who has the ability to view this page
3 in the system?

4 A. I'm not certain who this is restricted to.
5 I believe it would just be those in our
6 staffing function.

7 Q. Okay. Do you know who generated the
8 content of this page?

9 A. I imagine that was a collaborative effort
10 between myself and members of our communications
11 team, who help ensure that things are clear.

12 Q. Is there any way that you are able to
13 determine if staffing individuals have seen content
14 that's posted on this website?

15 A. I'm not certain, actually. I -- I don't
16 know.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9 (Deposition Exhibit 513 was marked for
10 identification.)

11 MS. DAVIS: Could I ask the videographer,
12 could you lower --

13 THE VIDEOGRAPHER: Yes, I was thinking
14 about that.

15 MS. DAVIS: -- lower that blind thing?

16 THE VIDEOGRAPHER: Yes, close it?

17 MS. DERMODY: Oh, yeah.

18 MS. DAVIS: Thank you.

19 MS. DERMODY: We fixed the shades. They
20 were so bad. I didn't realize we had done that.

21 Q. Okay. The document that's marked as
22 Exhibit 513 should have the number on the bottom of
23 -10860.

24 Do you see that?

25 A. I do.

1 CERTIFICATE OF REPORTER

2
3 I, JANE GROSSMAN, a Certified Shorthand
4 Reporter, hereby certify that the witness in the
5 foregoing deposition was by me duly sworn to tell
6 the truth, the whole truth, and nothing but the
7 truth in the within-entitled cause;

8 That said deposition is a true record and
9 was taken in shorthand by me, a disinterested
10 person, at the time and place therein stated, and
11 that the testimony of said witness was thereafter
12 reduced to typewriting, by computer, under my
13 direction and supervision;

14 I further certify that I am not of counsel
15 or attorney for any of the parties to said
16 deposition, nor in any way interested in the events
17 of this cause, and that I am not related to any of
18 the parties thereto.

19
20
21 Dated: February 4, 2019
22
23

24 _____
25 JANE GROSSMAN, CSR No. 5225

VIDEOTAPED DEPOSITION OF PERSON MOST QUALIFIED AT
DEFENDANT GOOGLE, LLC, BY ALEXANDER RICHARD WILLIAMS

Exhibit I

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS; HOLLY PEASE;
KELLI WISURI; AND HEIDI LAMAR,
individually, on behalf of all
others similarly situated,

Plaintiffs,

vs.

Case No. CGC-17-561299

GOOGLE, INC.,

Defendant.

_____ /

VIDEOTAPED DEPOSITION OF

KELLY ELLIS

MONDAY, OCTOBER 8, 2018

REPORTED BY:

MARY ANN SCANLAN, CSR NO. 8875 RMR-CRR-CCRR-CLR

Job No.: 104360

**CERTIFIED
TRANSCRIPT**



Certified Shorthand Reporters

408 Columbus Avenue, Suite 2, San Francisco CA 94133

o / 415.834.1114 f / 415.399.9266

e / info@scanlanstone.com w / scanlanstone.com

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFFS:

3 ALTSHULER BERZON LLP
4 177 Post Street, Suite 300
5 San Francisco, California 94108
6 415.421.7151
7 BY: JAMES M. FINBERG, Attorney at Law
8 jfinberg@altshulerberzon.com

9 LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
10 275 Battery Street, 29th Floor
11 San Francisco, California 94111
12 415.956.1000
13 BY: ANNE SHAVER, Attorney at Law
14 ashaver@lchb.com
15 BY: MICHELLE LAMY, Attorney at Law
16 mlamy@lchb.com

17 FOR THE DEFENDANT GOOGLE:

18 PAUL HASTINGS LLP
19 515 South Flower Street, Twenty-Fifth Floor
20 Los Angeles, California 90071
21 213.683.6000
22 BY: FELICIA A. DAVIS, Attorney At Law
23 feliciadavis@paulhastings.com

24 PAUL HASTINGS LLP
25 101 California Street, 48th Floor
San Francisco, California 94111
415.856.7000
BY: JANA B. FITZGERALD, Attorney at Law
janafitzgerald@paulhastings.com

Also present: Stephen Statler, Videographer

Peter Cooper

---o0o---

KELLY ELLIS vs GOOGLE

1 managers.

2 Q. Do you know who the recruiter was for you?

3 A. I do, but I don't remember his name right
4 now.

5 Q. Do you know what criteria the recruiter
6 used to level you at level three?

7 A. My belief is that one of the main criteria
8 was my prior salary.

9 Q. What makes you believe that?

10 A. Again, conversations that I've had with
11 people, mostly since leaving Google, that that's one
12 of the ways that that works.

13 Q. Other than conversations with people
14 you've had since you left Google, do you have any
15 other facts that support your belief that you were
16 placed in the level three based on your prior
17 salary?

18 A. While I was at Google, when doing
19 interviews, we would sort of be told the expected
20 level that we were interviewing for, but I didn't
21 know what that was based on at the time.

22 Q. Any other facts that you believe support
23 your belief that you were placed in the level three
24 because of your prior salary?

25 A. Again, specific conversations that I had

1 you believe contributed to your being placed at a
2 level three?

3 A. I would say that if I had had more years
4 of experience I probably would have been placed at a
5 higher level; although I know other people with
6 similar years of experience did start at level four.

7 Q. Who do you know who had similar levels of
8 experience to you started at level four?

9 A. Well, there's John Moon, who actually had
10 less experience than I did; and I think I remember
11 reading something while I was at Google that said --
12 and I don't recall whether this was an official
13 document or an informal email or something, but it
14 was something along the lines of people with four
15 years or more of experience generally start at level
16 four or higher.

17 And I would say informal conversations
18 that I had with people at Google said similar
19 things.

20 Q. Anyone other than John Moon who you
21 believe had similar levels of experience to you who
22 started at a level four?

23 MS. SHAVER: Object to form. Misstates
24 testimony.

25 THE WITNESS: Yeah. Again, I don't know

KELLY ELLIS vs GOOGLE

1 level three instead of level four.

2 Q. Anything else?

3 A. No.

4 Q. Do you have any facts that you believe
5 show that Mr. Vivac slotted you at level three
6 because you're a female?

7 MS. SHAVER: Objection. Asked and
8 answered.

9 THE WITNESS: Yeah --

10 BY MS. DAVIS:

11 Q. Other than what you told me before?

12 A. Not -- other than what you told me before,
13 not that I can remember anything else.

14 Q. Did Mr. Vivac say anything to you that you
15 believe demonstrated that he was biased against you
16 because you're a female?

17 A. Not aside from what I already mentioned; I
18 don't remember anything else.

19 Q. Well, I don't recall you saying anything
20 earlier, so my apologies, but do you believe that
21 Mr. Vivac said something to you that you believe
22 demonstrated -- demonstrates that he was biased
23 because you're a female?

24 A. I think that asking for prior salary is a
25 demonstration of bias.

KELLY ELLIS vs GOOGLE

1 Q. Anything else?

2 A. No, not that I recall.

3 Q. Do you know whether Mr. Vivac asked male
4 applicants about their prior salary?

5 A. I don't know. I think I would correct and
6 say not just the act of asking, but that using my
7 prior salary to determine where I would be placed at
8 Google is a way of bias. It is a method of
9 biasing --

10 (Reporter interruption.)

11 THE WITNESS: It's a form of bias against
12 women, I would say. I'm not picking my words very
13 well, but I think you understand what I'm getting
14 at.

15 BY MS. DAVIS:

16 Q. Is there any evidence or facts that you
17 believe show that Google actually did use your prior
18 salary -- you specifically -- your prior salary in
19 setting your level?

20 A. Again, the things that I mentioned earlier
21 today about hearing how Google slots people and the
22 fact that I have read that most people with the
23 level of experience that I have would start at level
24 four, and my understanding is that other people at
25 that experience and below did start at level four.

KELLY ELLIS vs GOOGLE

1 Q. Do you have any facts specific to your
2 slotting?

3 MS. SHAVER: Objection. Asked and
4 answered.

5 THE WITNESS: Yeah, he asked me what my
6 prior salary was, so --

7 BY MS. DAVIS:

8 Q. Okay.

9 A. I believe that he had a reason to ask me
10 that.

11 Q. Okay.

12 So Mr. Vivac contacted you about working
13 at Google, correct?

14 A. That's my recollection, yes.

15 Q. Do you remember how he contacted you?

16 A. I believe it was over email.

17 Q. Did you have any conversations with
18 Mr. Vivac before you formally applied?

19 A. I don't recall what formally applied would
20 mean in that scenario.

21 Q. Did you submit an application to Google?

22 A. I don't recall.

23 Q. Do you recall whether you applied for a
24 specific job at Google?

25 A. I recall that it was just listed as

KELLY ELLIS vs GOOGLE

1 letter from Google?

2 A. Yes.

3 Q. And you were offered the position of
4 software engineer, correct?

5 A. Yes.

6 Q. And your annual salary was set at \$95,000,
7 correct?

8 A. Yes.

9 Q. Was this the initial salary offered to you
10 or did you negotiate?

11 A. Yes, that was the initial salary offered
12 to me.

13 Q. Did you ask for more?

14 A. I did, yes.

15 Q. And what was the response?

16 A. No, but we can give you a sign-on bonus.

17 Q. How much did you ask for?

18 A. I don't recall asking for a specific
19 amount; I just remember asking for more.

20 Q. And you believe you told Google that your
21 salary at Current TV was \$95,000?

22 A. Yes.

23 Q. The letter does reference the one-time
24 sign-on bonus of \$10,000 and you received that,
25 correct?

KELLY ELLIS vs GOOGLE

1 A. No, other than to guess that they're
2 related to my interview.

3 Q. All right. I think we should come back to
4 this because I don't think it was printed with all
5 of the data so we will reprint it and come back to
6 that exhibit later, maybe swap it out for the right
7 one.

8 So go back to Exhibit 28.

9 A. (Complies.)

10 Q. It looks like you were offered the job on
11 April 2, 2010, correct?

12 A. That's the date on the letter, yes.

13 Q. You don't have any reason to believe
14 that's not accurate?

15 A. No.

16 Q. Then, the second page, you accepted the
17 offer on April 7, 2010, correct?

18 A. Yes.

19 Q. And then you listed a planned start date
20 of May 17, 2010?

21 A. Yes.

22 Q. Do you believe that was the date you
23 started at Google?

24 A. I believe so, yes.

25 MS. DAVIS: We will mark this as

1 team, Focus.

2 Q. Did your job duties change in any way from
3 when you reported to Dan to when you reported --
4 sorry. Strike that.

5 The transition from Dan to Neil Fred was
6 January of 2014. Was your job -- did your job
7 pretty much stay the same?

8 A. Yes.

9 Q. Did you feel that Mr. Picciotto treated
10 you fairly?

11 A. Yes, although he wasn't that as attentive
12 of a manager as Dan, especially because he wasn't
13 really working on the same code as Dan was working
14 on it with us.

15 Q. Okay. Got it.

16 Did he ever treat you in a way that you
17 felt was unfair?

18 A. Not that I recall.

19 Q. In your role as an L5 senior software
20 engineer -- strike that. I already asked you that.
21 Sorry.

22 So you resigned from Google effective
23 August 9, 2014. Does that seem right?

24 A. That sounds right.

25 Q. What's the reason that you resigned?

1 MS. SHAVER: Object to form.

2 THE WITNESS: Yeah, I don't quite know
3 what that means.

4 BY MS. DAVIS:

5 Q. Do you think Mr. Chavez prevented you from
6 getting any promotions that you sought?

7 A. Again, I don't know.

8 Q. So tell us about what happened in 2013 at
9 the Sports Page in Mountain View.

10 My understanding is it was like a work
11 social event; is that correct?

12 A. Yes, some people from the Kirkland office
13 were in town or were visiting Mountain View.

14 Q. And you were there, correct?

15 A. Yeah.

16 Q. And Mr. Chavez was there, correct?

17 A. Yes, he showed up later in the evening,
18 was my recollection.

19 Q. Okay. And did he say anything to you?

20 A. Yes, but I don't remember exactly.

21 Q. Did you say anything to him?

22 A. I'm sure I did, but, again, I don't
23 remember.

24 Q. There's an allegation that you threw a
25 drink on his head; is that accurate?

1 don't -- I think that the project work was
2 interesting to me at the time. I just don't really
3 remember the specifics.

4 MS. DAVIS: Mark this as Exhibit 38.
5 (Deposition Exhibit 38 marked for
6 identification.)

7 MS. DAVIS: Exhibit 38 is a two-page
8 document Bates stamped PL1043 and 1044. It appears
9 to be an email exchange between Ms. Ellis and an
10 individual by the name of Sander Daniels or
11 Alexander Daniels at Thumbtack. Do you recognize
12 Exhibit 38?

13 A. Yes, but I don't really remember it.

14 Q. The email on the first page of Exhibit 38
15 from you to Mr. Daniels is dated July 24, 2014.

16 Do you see that?

17 A. Yes.

18 Q. And you resigned from Google on July 28,
19 2014, correct?

20 A. That sounds right.

21 Q. On the second page of Exhibit 28 it looks
22 like Mr. Daniels emailed you. Was he perhaps a
23 classmate of yours from high school?

24 A. Yes, he was.

25 Q. And he's asking you a few questions, and

1 REPORTER'S CERTIFICATE

2 I certify that the foregoing proceedings
3 in the within-entitled cause were reported at the
4 time and place therein named; that said proceedings
5 were
6 reported by me, a duly Certified Shorthand Reporter
7 of the State of California, and were thereafter
8 transcribed into typewriting.

9 I further certify that I am not of
10 counsel or attorney for either or any of the parties
11 to said cause of action, nor in any way interested
12 in the outcome of the cause named in said cause of
13 action.

14 In WITNESS WHEREOF, I have hereunto set
15 my hand this 29th day of October, 2018.

16
17
18
19
20 

21 MARY ANN SCANLAN CSR
22 Certified Shorthand Reporter
23
24
25

Exhibit J

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS; HOLLY PEASE;
KELLI WISURI; AND HEIDI LAMAR,
individually, on behalf of all
others similarly situated,

Plaintiffs,

vs.

Case No. CGC-17-561299

GOOGLE, INC.,

Defendant.

_____ /

VIDEOTAPED DEPOSITION OF

HEIDI LAMAR

MONDAY, NOVEMBER 12, 2018

REPORTED BY:

MARY ANN SCANLAN, CSR NO. 8875 RMR-CRR-CCRR-CLR

Job No.: 104355

**CERTIFIED
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Certified Shorthand Reporters

408 Columbus Avenue, Suite 2, San Francisco CA 94133

o / 415.834.1114 f / 415.399.9266

e / info@scanlanstone.com w / scanlanstone.com

ELLIS vs GOOGLE

1 A P P E A R A N C E S O F C O U N S E L:

2 FOR THE PLAINTIFFS:

3 ALTSHULER BERZON LLP
4 177 Post Street, Suite 300
5 San Francisco, California 94108
6 415.421.7151
7 BY: CORINNE F. JOHNSON, Attorney at Law
8 cjohnson@altber.com
9 BY: JAMES M. FINBERG, Attorney at Law
10 jfinberg@altshulerberzon.com
11

12 LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
13 275 Battery Street, 29th Floor
14 San Francisco, California 94111
15 415.956.1000
16 BY: MICHELLE LAMY, Attorney at Law
17 mlamy@lchb.com
18

19 FOR THE DEFENDANT GOOGLE:

20 PAUL HASTINGS LLP
21 515 South Flower Street, Twenty-Fifth Floor
22 Los Angeles, California 90071
23 213.683.6000
24 BY: FELICIA A. DAVIS, Attorney At Law
25 feliciadavis@paulhastings.com

PAUL HASTINGS LLP
101 California Street, 48th Floor
San Francisco, California 94111
415.856.7000
BY: JANA B. FITZGERALD, Attorney at Law
janafitzgerald@paulhastings.com

Also present:

KEVIN GOGARTY, VIDEOGRAPHER

PETER COOPER; MCKENZIE LANGUARDT; TESS IMHOF

---o0o---

ELLIS vs GOOGLE

1 you perceived at Google other than compensation?

2 A. No.

3 Q. When you worked at Google, you worked at a
4 school that they call The Wetlands, right?

5 A. (Nods head.) Yes.

6 Q. Did you work at The Wetlands throughout
7 your entire employment at Google?

8 A. Yes.

9 Q. And where is The Wetlands located?

10 A. It's in Palo Alto on Bayshore Road.

11 Q. Where were you living at the time?

12 A. San Francisco.

13 Q. About how long was your commute one way?

14 A. Roughly 40 minutes to an hour and 15
15 minutes.

16 Q. Have you held any other employment since
17 you left Google?

18 A. No.

19 Q. Do you remember what your salary was when
20 you began working at Hearts Leap School?

21 A. Not off the top of my head; I think it
22 was -- not off the top of my head.

23 Q. Was it similar to what you are making now,
24 approximately \$50,000 a year, or was it less?

25 A. It was slightly less.

1 Q. Who is the individual you are alleging?

2 A. Sean Narcisse-Spence.

3 Q. And what makes you believe that
4 Mr. Narcisse-Spence had less relevant job experience
5 than you did at hire?

6 A. My understanding is based on conversations
7 with Sean and seeing his resume.

8 Q. So what conversations -- what did Sean
9 tell you that led you to the conclusion that he had
10 less relevant job experience than you?

11 A. Sean told me that he had -- in our
12 conversations, he said three years of experience,
13 relevant experience and that he did not have a
14 master's degree.

15 Q. Do you know what his three years of
16 relevant experience was in?

17 A. No.

18 Q. Who was making the decision that the
19 experience was relevant, Sean?

20 A. I can't recall.

21 Q. All right. You graduated from college in
22 2008, correct?

23 A. Yes.

24 Q. Then you graduated from a master's program
25 in 2009, correct?

1 Q. Okay. All right. So you started working
2 at Google in July of 2013, correct?

3 A. Yes.

4 Q. All right. And we discussed earlier you
5 taught at The Wetlands facility, correct?

6 A. Correct.

7 Q. Do you know approximately how many
8 students were at The Wetlands facility when you
9 started?

10 A. I can't be specific, but somewhere around
11 80.

12 Q. Was that consistent throughout your entire
13 employment or did that number change?

14 A. It was pretty consistent.

15 Q. When you started as a level one teacher at
16 Wetlands, what age of students were you responsible
17 for?

18 A. I was in the pre-k classroom. That's
19 four- and five-year-old students -- three- to
20 five-year-old students. One child was three.

21 Q. Approximately how many students were --
22 strike that.

23 Do they call them classes there?

24 A. Yes.

25 Q. Or what would be the right term?

ELLIS vs GOOGLE

1 Q. Then on June 1, 2016, you were promoted to
2 level three teacher, correct?

3 A. To the best of my memory, yes.

4 Q. And you received another increase to
5 \$25 an hour, correct?

6 A. To the best of my memory, yes.

7 Q. Do you know whether there were any
8 teachers who were paid more than you at that time at
9 Google?

10 A. I don't know.

11 Q. Then in 2017 -- in June of 2017 you
12 received another increase to \$27.78 an hour,
13 correct?

14 A. To the best of my memory, yes.

15 Q. And that was your -- the rate of pay in
16 effect when you resigned in August of 2017, correct?

17 A. I believe so.

18 Q. Do you know if as of June 2017 there were
19 any teachers who made more than you did on an hourly
20 basis at Google?

21 A. I don't know.

22 Q. When you were promoted to level three in
23 June of 2016, you thought you deserved the
24 promotion, right?

25 A. Yes.

1 and those concerns were not mitigated.

2 Q. I think we talked about this earlier, but
3 your concerns about gender discrimination were
4 related to compensation, correct?

5 A. Yes.

6 Q. And nothing else?

7 A. Not that I can recall.

8 Q. Was your specific concern regarding the
9 difference between your compensation and Sean
10 Narcisse-Spence's compensation?

11 A. Yes.

12 Q. Were there any other men whom you felt
13 were compensated more favorably than you at the GCCs
14 throughout your employment?

15 A. Not that I know specifically.

16 Q. And you resigned in August of 2017,
17 correct?

18 A. I believe that's correct.

19 Q. That was two months after you told HR that
20 you were going to make a plan to resign, correct?

21 A. I can't recall.

22 MS. DAVIS: Let's take another break.

23 THE VIDEOGRAPHER: Going off the record at
24 11:14.

25 (Recess taken at 11:14 a.m.)

1 REPORTER'S CERTIFICATE

2 I certify that the foregoing proceedings
3 in the within-entitled cause were reported at the
4 time and place therein named; that said proceedings
5 were
6 reported by me, a duly Certified Shorthand Reporter
7 of the State of California, and were thereafter
8 transcribed into typewriting.

9 I further certify that I am not of
10 counsel or attorney for either or any of the parties
11 to said cause of action, nor in any way interested
12 in the outcome of the cause named in said cause of
13 action.

14 In WITNESS WHEREOF, I have hereunto set
15 my hand this 17th day of December, 2018.

16
17
18
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20 

21 MARY ANN SCANLAN CSR
22 Certified Shorthand Reporter
23
24
25

Exhibit K

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS; HOLLY PEASE;
KELLI WISURI; AND HEIDI LAMAR,
individually, on behalf of all
others similarly situated,

Plaintiffs,

vs.

Case No. CGC-17-561299

GOOGLE, INC.,

Defendant.

_____ /

VIDEOTAPED DEPOSITION OF

HOLLY PEASE

THURSDAY, SEPTEMBER 27, 2018

REPORTED BY:

MARY ANN SCANLAN, CSR NO. 8875 RMR-CRR-CCRR-CLR

Job No.: 104358

**CERTIFIED
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408 Columbus Avenue, Suite 2, San Francisco CA 94133

o / 415.834.1114 f / 415.399.9266

e / info@scanlanstone.com w / scanlanstone.com

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFFS:

3 ALTSHULER BERZON LLP
4 177 Post Street, Suite 300
5 San Francisco, California 94108
6 415.421.7151
7 BY: JAMES M. FINBERG, Attorney at Law
8 jfinberg@altshulerberzon.com

7 LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
8 275 Battery Street, 29th Floor
9 San Francisco, California 94111
10 415.956.1000
11 BY: MICHELLE LAMY, Attorney at Law
12 mlamy@lchb.com

11 FOR THE DEFENDANT GOOGLE:

12 PAUL HASTINGS LLP
13 515 South Flower Street, Twenty-Fifth Floor
14 Los Angeles, California 90071
15 213.683.6000
16 BY: FELICIA A. DAVIS, Attorney At Law
17 feliciadavis@paulhastings.com

16 PAUL HASTINGS LLP
17 101 California Street, 48th Floor
18 San Francisco, California 94111
19 415.856.7000
20 BY: JANA B. FITZGERALD, Attorney at Law
21 janafitzgerald@paulhastings.com

20 Also present: Kevin Gogarty, Videographer

21 Peter Cooper

22 Elizabeth Clarke

24 ---o0o---

25

KELLY ELLIS vs GOOGLE

1 A. Yes.

2 Q. And the subject line says,
3 manager/director of network operations-Mountain
4 View. Do you see that?

5 A. Yes.

6 Q. Does this help refresh your recollection
7 at all about whether there was a specific job that
8 you applied to or whether that was kind of a generic
9 term that you used?

10 A. Yes.

11 Q. What is your recollection?

12 A. A former employee/colleague of mine had
13 requested that I apply for this position. He was
14 working at Google and he thought I would be a good
15 fit for the job.

16 Q. That was a Michael Axelrod?

17 A. Correct.

18 Q. So was it a specific job opening, if you
19 recall?

20 A. Yes.

21 Q. Do you recall whether it was an opening
22 for a specific level?

23 You're familiar with -- I'm sorry. Let me
24 ask a better question.

25 You're familiar with Google's kind of job

1 MR. FINBERG: Objection to salary. Are
2 you including forms of compensation besides base
3 compensation?

4 BY MS. DAVIS:

5 Q. What do you remember?

6 A. I remember my base salary was well over
7 \$150,000. I had quite a bit of stock, and I got, I
8 believe -- again, I don't recall exactly, but I
9 believe it was a 25 percent bonus.

10 Q. Did the stock ever end up being worth
11 anything?

12 A. Yes.

13 Q. Do you know approximately how much?

14 A. Yes.

15 Q. How much?

16 A. About one and a half million dollars.

17 Q. Okay. Exhibit 3, do you recognize it as
18 your offer letter to join Google?

19 A. Yes.

20 Q. It is dated July 20, 2005. Is that
21 approximately when you were offered the Google job?

22 A. To my recollection, yes.

23 Q. And you were hired as manager, network
24 engineering, correct?

25 A. Yes.

KELLY ELLIS vs GOOGLE

1 A. I was invited to apply by a former
2 employee and colleague.

3 Q. And what about the job interested you?

4 A. I was under the impression and I was told
5 by the hiring manager that I would be able to
6 maintain a good work-life balance there.

7 Q. Anything else about the job?

8 A. There were a lot of technical challenges.

9 Q. And that interested you?

10 A. Yes.

11 Q. Why?

12 A. Their network went down and was out of
13 commission for hours at a time on nearly a weekly
14 basis. It was going to be a challenge to fix that
15 and to grow at the rate that Google was growing.

16 Q. And you were excited about the challenge?

17 A. Yes.

18 Q. Were you asked by anyone at Google about
19 your prior compensation before you received the job
20 offer reflected in Exhibit 3?

21 A. Yes.

22 Q. And who asked you?

23 A. The recruiter.

24 Q. What did you tell the recruiter?

25 A. I told him what my compensation at Digital

KELLY ELLIS vs GOOGLE

1 Island had been, my final compensation.

2 Q. So you told him your final salary?

3 A. Correct.

4 Q. Which was more than \$150,000?

5 A. Yes.

6 Q. And you told him about the stock?

7 A. No.

8 Q. You did not tell him about the stock?

9 A. No.

10 Q. Did you tell him about the bonus?

11 A. Yes.

12 Q. Did you tell him what kind of salary you
13 were expecting at Google?

14 A. No.

15 Q. The \$140,000 base salary, was that the
16 company's initial offer?

17 In other words, did you negotiate it?

18 A. Yes.

19 Q. So do you recall what the initial offer
20 was?

21 A. No.

22 Q. Was -- 140,000 was the final negotiated
23 number?

24 A. Yes.

25 Q. You started work at Google on August 8,

1 2005?

2 A. Yes.

3 Q. Did you think \$140,000 was a fair salary?

4 A. No.

5 Q. What did you think would be fair?

6 A. I don't recall.

7 Q. You thought \$140,000 was too low?

8 A. I thought it was low for the level of

9 responsibility.

10 Q. Did you think the 15 percent target bonus
11 was fair?

12 A. I didn't think much about the bonus.

13 Q. Was the percent of the target bonus
14 negotiated or was that just what was offered?

15 A. I don't recall.

16 Q. Did you think that the stock awards were
17 fair?

18 A. I didn't really have much to compare it
19 to, so I don't know.

20 Q. Do you have any reason to believe that
21 your gender played a role in any of the compensation
22 decisions made at the time of your hire?

23 A. I don't know.

24 MS. DAVIS: Let's take a quick break.

25 THE VIDEOGRAPHER: We're going off the

KELLY ELLIS vs GOOGLE

1 Q. When you reported to Ms. Thiel, was your
2 title manager, physical security systems?

3 A. I don't know.

4 Q. Was it a level seven job?

5 A. Yes.

6 Q. What was your responsibilities -- what
7 were your job responsibilities when you reported to
8 Ms. Thiel?

9 A. I had two areas that I was responsible
10 for. One was for the software systems that
11 supported the physical security of Google's offices,
12 and the other was the area of building software
13 systems that supported the building systems like
14 lights, heating, air conditioning, fire systems,
15 things like that.

16 Q. So also an internal -- your clients are
17 Google internal?

18 A. Correct.

19 Q. Was this job with Ms. Thiel also on the
20 business systems analyst job ladder, did you know?

21 A. It was not called business systems analyst
22 at that time; it was still called business systems

23 integration.

24 Q. Fair enough.

25 Was the job that you performed for

1 process for the promotions?

2 At least for the committees you were on,
3 did you feel that they were fair?

4 A. I endeavored to make them fair.

5 Q. What would you do to endeavor to make them
6 fair?

7 A. To evaluate the person based on the
8 written evidence in front of me.

9 Q. Do you think the promotion committees that
10 you were on fairly evaluated the person based on the
11 written evidence?

12 MR. FINBERG: Objection. Compound.

13 THE WITNESS: There were some promotion
14 candidates that I didn't always agree with the
15 consensus results.

16 MS. DAVIS: Okay.

17 Q. Did you think it was -- you might not
18 agree, but did you think there was any kind of bias
19 that was a part of the results?

20 A. I think it's very possible.

21 Q. Well, what evidence do you have that there
22 was some kind of bias?

23 A. I can't think of any particular evidence.
24 I do know that in my time on hiring committees and
25 promotion committees, that there was always a

1 discussion of leadership capability if the candidate
2 was female -- not always but oftentimes.

3 Q. How about when the candidate was male, was
4 there a discussion of leadership capability?

5 A. It was not questioned as much.

6 Q. Was it questioned sometimes?

7 A. Probably.

8 Q. Did you ever question male leadership
9 capability in the hiring committee or promo
10 committees that you served on?

11 A. I don't remember.

12 Q. Did you ever question female leadership
13 ability in any of the hiring committees or promo
14 committees that you sat on?

15 A. I was usually in a position of discussing
16 the difference in gender style when those
17 discussions came up.

18 Q. So my question was, did you ever question
19 leadership ability in any of the hiring committees
20 or promo committees that you sat on with respect to
21 female candidates?

22 A. I don't recall.

23 Q. In any of the promotion committees that
24 you sat on, did you hear anyone make any comments
25 that you thought demonstrated a bias toward women or

1 against women, I should say?

2 A. I don't recall any overt comments, no.

3 Q. How about comments that were not overt,
4 any comments at all?

5 A. Again, I often heard comments about
6 leading others.

7 Q. Okay. Anything else -- I'm sorry?

8 A. And influencing others.

9 Q. Anything else?

10 A. Not that I recall at this time.

11 Q. In any of the hiring committees that you
12 sat on, did you ever hear anyone make comments that
13 you thought demonstrated a bias against women?

14 A. It was the same -- there were the same
15 issues in hiring committees as there might have been
16 in promotion committees around, you know, more
17 senior people where leadership was more important
18 and influenced. And those were often issues with
19 hiring packets for women.

20 And I definitely noticed a pattern of
21 interviews -- interview feedback where interviewers
22 noted that there might be culture fit problems
23 because the candidate was shy or not vocal enough.

24 Q. Anything else in the hiring committees?

25 A. Not that I recall.

1 Q. Did you ever see comments that male
2 candidates were shy or not vocal enough?

3 A. Rarely.

4 Q. You saw them?

5 A. I may or may not have. I don't recall.

6 Q. You definitely remember seeing it for
7 women?

8 A. Yes.

9 Q. Do you agree that leadership is an
10 important part of the job, especially at the higher
11 level positions?

12 A. Yes.

13 Q. You never took gender into consideration
14 in any of the recommendations that you made with
15 respect to hiring committee, correct?

16 A. I think it would be impossible to say. I
17 didn't take it into consideration on a conscious
18 basis, I don't think.

19 Q. You think you evaluated women more harshly
20 than men when you were on the hiring committee?

21 A. No. I think I evaluated them differently.

22 Q. Okay. Do you think other people evaluated
23 them differently?

24 A. I don't know.

25 Q. Did you ever take gender into

KELLY ELLIS vs GOOGLE

1 calibrated people who were doing similar work at
2 similar levels against one another.

3 Q. So if we're focusing on kind of the 2013
4 to 2016 time period in BSI, who would be -- who
5 would the committee of managers be that you would
6 get together with, other BSI managers?

7 A. Yes.

8 Q. Anyone outside of BSI?

9 A. Yes, managers who had BSIs reporting to
10 them but might have been on a different ladder.

11 Q. Okay.

12 A. That was usually software engineering
13 managers who had BSIs reporting to them. I think
14 there were some other managers who had BSIs who
15 weren't on the BSI ladder.

16 Q. Would you guys physically all meet up
17 together in a room?

18 A. Either physically in the room or via video
19 conference if they weren't located in that location
20 or we couldn't find a room that was big enough.

21 Q. Okay. Were there any rules or guidelines
22 provided as to how you should compare different
23 employees?

24 A. Certainly, we wanted to compare employees
25 who were doing similar work or working in similar

1 domains.

2 Q. Would that mean that they had the same job
3 code or not necessarily?

4 A. I don't know.

5 Q. How would you decide whether employees
6 were doing similar work or working in similar
7 domains?

8 A. Usually the manager would describe the
9 work they were doing, and -- I take that back.

10 I'm pretty sure everyone who was compared
11 was within the same job code.

12 Q. Okay. And focused on the period of 2013
13 to 2016, was there any kind of forced distribution
14 in terms of ratings, like you can only have
15 3 percent of employees be X rating, 50 percent of
16 the employees need to be Y rating, were there any
17 rules like that that you were aware of?

18 A. I don't recall exactly the time period.
19 There was certainly pressure to ensure that people
20 would be differentiated at some level.

21 Q. What does that mean, pressure to ensure
22 people would be differentiated?

23 A. You don't want people all coming out with
24 the same score.

25 Q. Sure.

KELLY ELLIS vs GOOGLE

1 employees' gender when you were evaluating their
2 performance, right?

3 A. I think it's impossible not to take in --
4 you know, there's -- at some level I'm sure that
5 there is a role that gender plays in the
6 subjectivity of performance reviews.

7 Q. Well, do you think the women on your team
8 had -- were unfairly rated compared to the men?

9 A. No. All I'm saying is that I don't
10 believe it's possible to remove all biases when you
11 are doing what is essentially a subjective activity
12 such as a performance review, as much as you try.
13 In other words, it may not be conscious but there
14 may be bias.

15 Q. Do you think you were biased towards
16 anyone in your performance evaluation scores?

17 A. No.

18 MR. FINBERG: Objection. Asked and
19 answered and ambiguous.

20 BY MS. DAVIS:

21 Q. During the calibration meetings, did you
22 hear any comments made by anyone that suggested that
23 the performance evaluation process was unfair
24 towards women?

25 A. Similar to hiring committee, you would

1 hear things that would describe style differences
2 due to gender rather than capabilities.

3 Q. What do you mean describe style
4 differences due to gender?

5 A. So there's a lot of information that women
6 in technical roles often don't get to speak as much
7 or get credit for their ideas as much as men, and
8 there would often be comments or there would at
9 least sometimes be comments that, you know, a female
10 employee was not forceful enough, was not -- was too
11 shy, was not influencing the team, things like that.

12 Q. Did you hear comments that men were not
13 forceful enough?

14 A. Not as often.

15 Q. Did you hear comments that men were too
16 shy?

17 A. No.

18 Q. Did you hear comments that men were not
19 influencing the team?

20 A. I'm sure I did, but I don't recall.

21 Q. You would, of course, push back in those
22 meetings and advocate for women, right, so that they
23 would be evaluated fairly?

24 A. I would try to educate my other managers
25 on how to perhaps see another perspective in the

Exhibit L

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

---oOo---

KELLY ELLIS; HOLLY PEASE;
KELLI WISURI; AND HEIDI LAMAR,
individually, on behalf of all
others similarly situated,

Plaintiffs,

vs.

Case No. CGC-17-561299

GOOGLE, INC.,

Defendant.

_____ /

VIDEOTAPED DEPOSITION OF

KELLI WISURI

FRIDAY, OCTOBER 5, 2018

REPORTED BY:

MARY ANN SCANLAN, CSR NO. 8875 RMR-CRR-CCRR-CLR

Job No.: 104359

**CERTIFIED
TRANSCRIPT**



Certified Shorthand Reporters

408 Columbus Avenue, Suite 2, San Francisco CA 94133

o / 415.834.1114 f / 415.399.9266

e / info@scanlanstone.com w / scanlanstone.com

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFFS:

3 ALTSHULER BERZON LLP
4 177 Post Street, Suite 300
5 San Francisco, California 94108
6 415.421.7151
7 BY: JAMES M. FINBERG, Attorney at Law
8 jfinberg@altshulerberzon.com

9 LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
10 275 Battery Street, 29th Floor
11 San Francisco, California 94111
12 415.956.1000
13 BY: MICHELLE LAMY, Attorney at Law
14 mlamy@lchb.com
15 BY: KELLY DERMODY, Attorney at Law
16 kdermody@lchb.com

17 FOR THE DEFENDANT GOOGLE:

18 PAUL HASTINGS LLP
19 515 South Flower Street, Twenty-Fifth Floor
20 Los Angeles, California 90071
21 213.683.6000
22 BY: FELICIA A. DAVIS, Attorney At Law
23 feliciadavis@paulhastings.com

24 PAUL HASTINGS LLP
25 101 California Street, 48th Floor
San Francisco, California 94111
415.856.7000
BY: JANA B. FITZGERALD, Attorney at Law
janafitzgerald@paulhastings.com

Also present: Stephen Statler, Videographer

Alex Wu

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KELLY ELLIS vs GOOGLE

1 switched roles to a value solutions specialist.

2 Q. So while you were still worked at
3 Wildfire, your title was value solutions specialist?

4 A. Correct.

5 Q. And approximately how long had you been a
6 values solutions specialist at Wildfire before the
7 acquisition?

8 A. Just a couple of weeks.

9 Q. Was anyone else at Wildfire doing -- in
10 that same role?

11 A. Yes, there was a whole team of us.

12 Q. Do you know about how many people?

13 A. Let me think. At that time -- I believe
14 there were six of us at that time.

15 Q. Do you remember any of their names?

16 A. I do.

17 Q. Could you give them to me?

18 A. Sure. Brad Wolf, Will Arbuckle, Monisha
19 Deshpande, Marcus Andrews, and Stephanie Brookby.

20 Q. And what does a value solutions specialist
21 do at Wildfire, what were your job duties?

22 A. Yeah, so I had three main
23 responsibilities. The first was to write sales
24 pitches and the second was to do research into
25 specific verticals for those sale pitches. The

KELLY ELLIS vs GOOGLE

1 acquisition.

2 Q. Yes, she may have only ever been a Google
3 employee, but it was right at the same time; is that
4 your understanding?

5 A. Yeah. All I remember is that she was
6 hired somewhere right around the acquisition.

7 Q. Fair enough.

8 And when you were -- became a Google
9 employee, was it your understanding that you were a
10 level two?

11 A. Correct.

12 Q. Do you know, was Brad Wolf a level two?

13 A. I don't know.

14 Q. Will Arbuckle, was he a level two?

15 A. I believe he was a level three.

16 Q. Monisha Deshpande, do you know what level
17 she was?

18 A. I do not.

19 Q. Marcus Andrews, do you know what level he
20 was?

21 A. I do not.

22 Q. Stephanie Brookby, do you know what level
23 she was?

24 A. I do not.

25 Q. Do you know what level -- sorry. Strike

KELLY ELLIS vs GOOGLE

1 Google.

2 Q. Okay. Approximately how long was it
3 before your job responsibilities did change?

4 A. I couldn't give an exact number of months
5 or weeks. My job responsibilities evolved slowly
6 over time in that role.

7 Q. And at some point did you move into a role
8 that was not related to Wildfire at all?

9 A. I did.

10 Q. Okay.

11 A. Yeah.

12 Q. Do you know what that job title was?

13 A. That was the brand evangelist role.

14 Q. That was a level three role?

15 A. I was a level three at the time that I
16 started that role, yes.

17 Q. Before you became a brand evangelist?

18 A. Yes.

19 Q. So from your perspective, from the time
20 that Google acquired Wildfire until the time you
21 became a brand evangelist, you were working on
22 Wildfire products that entire time?

23 A. Correct.

24 Q. You said earlier you were a level two when
25 you were hired by Google. Did you think that was

1 the right level for you?

2 A. I did not.

3 Q. What level did you think you should have
4 been?

5 A. I think I should have been a level three.

6 Q. Okay. And are there others who were a
7 level three who you believe you performed similar
8 job responsibilities to?

9 A. I did not know every person's level on my
10 team, but I do believe that I performed similar job
11 responsibilities to all of them and to Will
12 Arbuckle, who I believe was a level three.

13 Q. Okay.

14 A. Yeah.

15 Q. Other than Will Arbuckle, anyone else who
16 was a level three who you believed you performed
17 similar job responsibilities?

18 A. Again, I didn't know the levels of the
19 other members of my team. I have guesses, but I
20 don't know for certain.

21 Q. That's fine. I just want to know if there
22 was anyone else you know was a level three who you
23 feel you performed similar job responsibilities to.

24 MS. LAMY: Objection. Asked and answered.

25 MS. DAVIS: Go ahead.

1 THE WITNESS: I'm sorry. Can you repeat
2 the question?

3 MS. DAVIS: Sure.

4 Q. I understand you don't know everyone's
5 level.

6 A. Yeah.

7 Q. But was there anyone else whose level you
8 do know at level three who you believe you performed
9 similar job responsibilities to other than Will
10 Arbuckle?

11 MS. LAMY: Objection. Vague and
12 ambiguous.

13 THE WITNESS: I do know that there were
14 other members of my team who were at least a level
15 three or above that I performed similar duties to.

16 MS. DAVIS: Okay.

17 Q. Who were those people?

18 A. That would be Marcus Andrews, Brad Wolf,
19 Stephanie Brookby, and Will.

20 Q. Okay. I thought you said you didn't know
21 what level they were.

22 A. I know that they were at least a level
23 above me. I don't know whether they were threes or
24 fours or fives because they got promotions in the
25 time that I was in a level two, which is the lowest

KELLY ELLIS vs GOOGLE

1 Q. Lifted sales in the finance vertical; is
2 that true?

3 A. Yes.

4 Q. Was that Wildfire or other Google
5 products?

6 A. Wildfire.

7 Q. Enabled sales team to close larger and
8 longer-term deals; is that correct?

9 A. That's correct.

10 Q. Was that Wildfire or other Google
11 products?

12 A. That was Wildfire.

13 Q. Awarded a promotion and special bonuses
14 based on performance; is that correct?

15 A. Yes.

16 Q. Is that based on Wildfire or other Google
17 products?

18 A. That is based on Wildfire.

19 Q. And the promotion is the one we talked
20 about earlier from enterprise sales operations
21 coordinator to enterprise sales operations
22 associate?

23 A. Yes.

24 Q. When you say special bonuses based on
25 performance, what are you talking about there?

KELLY ELLIS vs GOOGLE

1 A. I don't -- I don't remember how many
2 employees there were, to be honest.

3 Q. Okay. Well, I hope you're honest all day.
4 I'm sure you are.

5 Obviously, Google had a lot more than 400
6 employees when you were hired.

7 A. Yes.

8 Q. Do you know approximately the size of
9 Google in terms of employee count at the time you
10 were hired?

11 A. All I know is that it was in the tens of
12 thousands.

13 Q. At the time of the acquisition, do you
14 remember what your salary was at Wildfire?

15 A. I believe my salary was \$50,000.

16 Q. And then, plus a possible target incentive
17 bonus?

18 A. I'm unsure -- well, so at the time that we
19 were acquired, I had transitioned to the role in
20 value solutions, and so that was the \$50,000 salary.
21 I don't remember what the bonus looked like.

22 Q. Okay. Got it.

23 A. Yeah.

24 Q. Is that because in the value solutions you
25 didn't have a straight kind of commission portion of

KELLY ELLIS vs GOOGLE

1 Q. Do you know how long Ms. Brookby had been
2 in the role before you joined?

3 A. No.

4 Q. Do you have any reason to believe that
5 your salary impacted the level that you were slotted
6 into when you joined Google?

7 A. Yes.

8 Q. Why do you think that?

9 A. Well, I was -- I know they knew my salary.
10 I was assigned the same exact salary at Google, and
11 that would -- and that salary aligned with a level
12 two, yeah.

13 Q. Do you know what the salary range was for
14 level two?

15 A. I don't remember off the top of my head.

16 Q. Do you know what the salary range was for
17 level three?

18 A. I don't know exact numbers, but I did see
19 a document that was circulated that laid out the
20 salary bands for each level for sales and for each
21 level for sales -- the sales operations ladder as
22 well.

23 Q. Would \$50,000 have also fell -- have also
24 fallen within the level three?

25 A. I don't know.

KELLY ELLIS vs GOOGLE

1 A. I think I was doing the work of an L5,
2 yes.

3 Q. What opportunities do you think you were
4 overlooked for?

5 A. Well, I think that my promotion to L3 came
6 more slowly than I thought was warranted, and I
7 also, in my last quarter at Google, felt that I was
8 passed over for a promotion opportunity and received
9 a performance rating that I disagreed with as well.

10 Q. Was that the performance evaluation we
11 just looked at?

12 A. I don't know what the last -- whatever the
13 last eval was, so it may have been Q -- this was Q3.
14 It may have been Q4.

15 Q. Well, you resigned at the end of 2014,
16 correct?

17 A. My last month was January -- I think my
18 last day was January 2nd.

19 Q. You went on a -- you started PTO in
20 December, correct?

21 A. Right. Right.

22 Q. Okay.

23 A. Yes, so whatever my last -- so I don't
24 know if I got a -- I don't remember what my last
25 quarter was that I got feedback, but the last

1 REPORTER'S CERTIFICATE

2 I certify that the foregoing proceedings
3 in the within-entitled cause were reported at the
4 time and place therein named; that said proceedings
5 were
6 reported by me, a duly Certified Shorthand Reporter
7 of the State of California, and were thereafter
8 transcribed into typewriting.

9 I further certify that I am not of
10 counsel or attorney for either or any of the parties
11 to said cause of action, nor in any way interested
12 in the outcome of the cause named in said cause of
13 action.

14 In WITNESS WHEREOF, I have hereunto set
15 my hand this 29th day of October, 2018.

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MARY ANN SCANLAN CSR
Certified Shorthand Reporter

Exhibit M

Attachment 1

"Business Systems Integrator"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3071	Business Systems Analyst II	Business Systems Analyst	3	X
3072	Business Systems Analyst III	Business Systems Analyst	4	X
3073	Sr Business Systems Analyst	Business Systems Analyst	5	X
3075	Staff Business Systems Analyst	Business Systems Analyst	6	X

"Field Technician"				
Job Code	Job Title	Job Family	Job Level	Covered Position
274	DNU - IT Resident, Fieldtech II	Corporate Operations Engineering	1	X
1012	DNU - IT Resident, Fieldtech	Corporate Operations Engineering	1	X

"Network Engineer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3002	Network Engineer II	Network Engineer	3	X
3003	Network Engineer III	Network Engineer	4	X
3004	Senior Network Engineer	Network Engineer	5	X
3006	Staff Network Engineer	Network Engineer	6	X
3009	Senior Staff Network Engineer	Network Engineer	7	X
3012	Network Engineer II (Surveillance)	Network Engineer	3	X
3013	Network Engineer III (Surveillance)	Network Engineer	4	X
3014	Senior Network Engineer (Surveillance)	Network Engineer	5	X
3017	Network Engineer I (Surveillance)	Network Engineer	2	X
3018	Network Engineer I (Corp)	Network Engineer	2	X
3319	DNU - Network Engineer I (Deployment)	DNU - Network Installation	2	X
3328	DNU - Network Engineer II (Deployment)	DNU - Network Installation	3	X
3329	DNU - Network Engineer III (Deployment)	DNU - Network Installation	4	X
3330	DNU - Senior Network Engineer (Deployment)	DNU - Network Installation	5	X

Deposition Exhibit 503
 PMQ for Google: Buick
 Date: October 11, 2018
 Reporter: Jane Grossman, CSR No. 5225

Attachment 1

"Operations Engineer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
234	Fixed Term Geo Operations Engineer	Corporate Operations Engineering	2	X
3465	Senior Corporate Operations Engineer	Corporate Operations Engineering	5	X
3471	DNU - Corporate Operations Engineer	Corporate Operations Engineering	1	X
3472	Corporate Operations Engineer I	Corporate Operations Engineering	2	X
3473	Corporate Operations Engineer II	Corporate Operations Engineering	3	X
3474	Corporate Operations Engineer III	Corporate Operations Engineering	4	X
3479	Executive Corporate Operations Engineer I	Corporate Operations Engineering	2	X
3480	Executive Corporate Operations Engineer II	Corporate Operations Engineering	3	X
3481	Executive Corporate Operations Engineer III	Corporate Operations Engineering	4	X
4702	Operations Engineer I	Technical Operations	1	X
4704	Operations Engineer II	Technical Operations	2	X
4706	Operations Engineer III	Technical Operations	3	X

"Product Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1765	Product Specialist Manager I	Sales - Product Specialists	5	X
1766	Product Specialist Manager II	Sales - Product Specialists	6	X
1767	Product Specialist Manager III	Sales - Product Specialists	7	X
5001	Associate Product Manager I A	Product Management	3	X
5002	Product Manager I	Product Management	4	X
5003	Product Manager II	Product Management	5	X
5004	Associate Product Manager II A	Product Management	3	X
5005	Product Manager III	Product Management	6	X
5006	Sr Product Manager	Product Management	7	X
5012	Group Product Manager	Product Management	7	X
5203	DNU - Business Product Manager I	Product Management	4	X
5204	DNU - Business Product Manager II	Product Management	5	X
5205	DNU - Business Product Manager III	Product Management	6	X
5206	DNU - Sr Business Product Manager	Product Management	7	X
5208	DNU - Group Business Product Manager	Product Management	7	X
6588	Associate Product Manager I B	Product Management	3	X
6589	Associate Product Manager II B	Product Management	3	X

Attachment 1

"Product Marketing Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
5101	Assoc Product Marketing Manager I	Product Marketing Manager	3	X
5102	Product Marketing Manager I	Product Marketing Manager	4	X
5103	Product Marketing Manager II	Product Marketing Manager	5	X
5104	Assoc Product Marketing Manager II	Product Marketing Manager	3	X
5105	Product Marketing Manager III	Product Marketing Manager	6	X
5106	Senior Product Marketing Manager	Product Marketing Manager	7	X
5108	Group Product Marketing Manager	Product Marketing Manager	7	X
25101	DNU - Assoc Product Marketing Manager I	Product Marketing Manager	3	X

"Project Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3934	Global Order Mgmt/Logistics Ops Project Manager I	VMO Order Management/Logistics	4	X
3935	Global Order Management/Logistics Ops Project Manager II	VMO Order Management/Logistics	5	X

"Site Reliability Software Engineer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1019	SWE-SRE II	Site Reliability Engineer - Software Engineer	3	X
1020	SWE-SRE III	Site Reliability Engineer - Software Engineer	4	X
1021	Mgr I, SWE-SRE	Site Reliability Engineer - Software Engineer	5	X
1022	Sr. SWE-SRE	Site Reliability Engineer - Software Engineer	5	X
1023	Mgr II, SWE-SRE	Site Reliability Engineer - Software Engineer	6	X
1024	Staff SWE-SRE	Site Reliability Engineer - Software Engineer	6	X
1025	Mgr, SWE-SRE III	Site Reliability Engineer - Software Engineer	7	X
1026	Senior Staff SWE-SRE	Site Reliability Engineer - Software Engineer	7	X
3346	Principal Software Engineer - SRE	Site Reliability Engineer - Software Engineer	8	X

Attachment 1

"Site Reliability Systems Engineer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1000	DNU - Mgr III, SysAdmin - SRE	Site Reliability Engineer - Sys Eng	7	X
1029	DNU - Sys Admin-SRE II	Site Reliability Engineer - Sys Eng	3	X
1030	DNU - Sys Admin-SRE III	Site Reliability Engineer - Sys Eng	4	X
1032	DNU - Sr. Sys Admin-SRE	Site Reliability Engineer - Sys Eng	5	X
1034	DNU - Staff Sys Admin-SRE	Site Reliability Engineer - Sys Eng	6	X
2430	Principal SRE-SysEng	Site Reliability Engineer - Sys Eng	8	X
10001	Mgr III, SRE-SysEng	Site Reliability Engineer - Sys Eng	7	X
10282	SRE-SysEng I	Site Reliability Engineer - Sys Eng	2	X
10291	SRE-SysEng II	Site Reliability Engineer - Sys Eng	3	X
10301	SRE-SysEng III	Site Reliability Engineer - Sys Eng	4	X
10311	Mgr I, SRE-SysEng	Site Reliability Engineer - Sys Eng	5	X
10321	Senior SRE-SysEng	Site Reliability Engineer - Sys Eng	5	X
10331	Mgr II, SRE-SysEng	Site Reliability Engineer - Sys Eng	6	X
10341	Staff SRE-SysEng	Site Reliability Engineer - Sys Eng	6	X
10671	Senior Staff SRE-SysEng	Site Reliability Engineer - Sys Eng	7	X

"Systems Administrator"				
Job Code	Job Title	Job Family	Job Level	Covered Position
2129	Systems Administrator I	Systems Admin	2	X
3503	Systems Administrator II	Systems Admin	3	X
3504	Systems Administrator III	Systems Admin	4	X
3506	Sr Systems Administrator	Systems Admin	5	X

"Technical Writer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3550	Technical Writer I	Technical Writers	2	X
3552	Technical Writer II	Technical Writers	3	X
3553	Technical Writer III	Technical Writers	4	X
3554	Senior Technical Writer	Technical Writers	5	X
3556	Staff Technical Writer	Technical Writers	6	X
3557	Sr Staff Technical Writer	Technical Writers	7	X

Attachment 1

"UX Engineer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
5567	UX Engineer I	UX Engineering	2	X
5569	UX Engineer II	UX Engineering	3	X
5570	UX Engineer III	UX Engineering	4	X
5571	Senior UX Engineer	UX Engineering	5	X
5572	Staff UX Engineer	UX Engineering	6	X
5582	Senior Staff UX Engineer	UX Engineering	7	X

"UX Researcher"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3600	UX Researcher I	UX Researcher	2	X
3602	UX Researcher II	UX Researcher	3	X
3603	Sr. UX Researcher	UX Researcher	5	X
3605	UX Researcher III	UX Researcher	4	X
3607	Staff UX Researcher	UX Researcher	6	X
3609	Senior Staff UX Researcher	UX Researcher	7	X

"Technical Program Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1933	DNU - Technical Program Manager III	DNU - Sales - Technical Program Manager	5	X
3101	DNU - TPM - Associate Program Manager	Technical Program Management	2	X
3102	Technical Program Manager I	Technical Program Management	3	X
3103	Technical Program Manager II	Technical Program Management	4	X
3104	Technical Program Manager III	Technical Program Management	5	X
3105	Technical Program Manager V	Technical Program Management	7	X
3106	Technical Program Manager IV	Technical Program Management	6	X
6191	Google Cloud, Technical Program Manager II	Enterprise Technical Program Manager	3	X
6192	Google Cloud, Technical Program Manager III	Enterprise Technical Program Manager	4	X
6193	Google Cloud, Senior Technical Program Manager	Enterprise Technical Program Manager	5	X
6195	Google Cloud, Staff Technical Program Manager	Enterprise Technical Program Manager	6	X

Attachment 1

"Program Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
225	Fixed Term Associate Program Manager I	Program Manager	1	X
227	Fixed Term Associate Program Manager II	Program Manager	2	X
3140	Associate Program Manager	Program Manager	2	X
3142	Program Manager I	Program Manager	3	X
3143	Program Manager II	Program Manager	4	X
3144	Program Manager III	Program Manager	5	X
3145	Sr Program Manager I	Program Manager	6	X
3146	Sr Program Manager II	Program Manager	7	X
4331	Program Manager - Real Estate Specialist	Program Manager	3	X
6311	Google Cloud, Program Manager I	Enterprise Program Manager	2	X
6313	Google Cloud, Program Manager II	Enterprise Program Manager	3	X
6314	Google Cloud, Program Manager III	Enterprise Program Manager	4	X
6315	Google Cloud, Senior Program Manager	Enterprise Program Manager	5	X
6316	Google Cloud, Staff Program Manager	Enterprise Program Manager	6	X
6317	Google Cloud, Sr. Staff Program Manager	Enterprise Program Manager	7	X
6457	DNU - Google Cloud, Program Manager I - New Products	DNU - Temporary Company Plan	2	X
6458	DNU - Google Cloud, Program Manager II - New Products	DNU - Temporary Company Plan	3	X
6459	DNU - Google Cloud, Program Manager III - New Products	DNU - Temporary Company Plan	4	X
6460	DNU - Google Cloud, Senior Program Manager - New Products	DNU - Temporary Company Plan	5	X
6461	DNU - Google Cloud, Staff Program Manager - New Products	DNU - Temporary Company Plan	6	X
6463	DNU - Google Cloud, Sr. Staff Program Manager - New Products	DNU - Temporary Company Plan	7	X
6464	DNU - Google Cloud, Senior Staff Program Manager - New Products	DNU - Temporary Company Plan	7	X
6465	DNU - Google Cloud, Senior Staff Program Mgr - New Products	DNU - Temporary Company Plan	7	X

Attachment 1

"Software Engineer, Sr. Software Engineer, Staff Software Engineer, Sr. Staff Software Engineer"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3403	Software Engineer II	Software Engineer	3	X
3404	Software Engineer III	Software Engineer	4	X
3405	Senior Software Engineer	Software Engineer	5	X
3407	Staff Software Engineer	Software Engineer	6	X
3409	Senior Staff Software Engineer	Software Engineer	7	X
3411	Principal Software Engineer	Software Engineer	8	X
3413	Distinguished Software Engineer	Software Engineer	9	X
3721	Software Engineer, Tools and Infrastructure II	Software Engineer, Tools and Infrastructure	3	X
3722	Software Engineer, Tools and Infrastructure III	Software Engineer, Tools and Infrastructure	4	X
3723	Sr. Software Engineer, Tools and Infrastructure	Software Engineer, Tools and Infrastructure	5	X
3724	Staff Software Engineer, Tools and Infrastructure	Software Engineer, Tools and Infrastructure	6	X
3725	Sr Staff Software Engineer, Tools and Infrastructure	Software Engineer, Tools and Infrastructure	7	X
3995	DNU -MTS - Staff Software Engineer	ENG_MEMBER	6	X
4374	DeepMind Software Engineer II	DeepMind	3	X
4378	DeepMind Senior Staff Software Engineer	DeepMind	7	X
6565	Engineer I - Fixed Term	Software Engineer	2	X

"Software Engineer Manager, Sr. Software Engineer Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3350	Engineering Manager I - SWE	Engineering Manager - SWE	5	X
3351	Engineering Manager II - SWE	Engineering Manager - SWE	6	X
3352	Engineering Manager III - SWE	Engineering Manager - SWE	7	X
3406	Mgr, Software Engineering I	Software Engineer Manager	5	X
3408	Mgr, Software Engineering II	Software Engineer Manager	6	X
3410	Mgr, Software Engineering III	Software Engineer Manager	7	X
3726	Mgr, Software Engineer, Tools and Infrastructure I	Software Engineer, Tools and Infrastructure	5	X
3727	Mgr, Software Engineer, Tools and Infrastructure II	Software Engineer, Tools and Infrastructure	6	X
3728	Mgr, Software Engineer, Tools and Infrastructure III	Software Engineer, Tools and Infrastructure	7	X

Attachment 1

"Sr. Manager for Business Systems Integration"				
Job Code	Job Title	Job Family	Job Level	Covered Position
3074	Mgr, Business Systems Analyst I	Business Systems Analyst	5	X
3076	Mgr, Business Systems Analyst II	Business Systems Analyst	6	X
3078	Mgr, Business Systems Analyst III	Business Systems Analyst	7	X

"Account Executive"				
Job Code	Job Title	Job Family	Job Level	Covered Position
5269	DNU - Inside Sales Account Executive - Wildfire	Inside Sales - WildFire	5	X
6400	Inside Sales Account Executive	Inside Sales	5	X

"Sales Representative"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1971	Sales Representative II	Global Sales	4	X
1972	Sales Consultant	Global Sales	5	X
1973	Senior Sales Consultant	Global Sales	6	X
1974	DNU - Senior Sales Consultant II	Global Sales	7	X
2174	DNU - Inside Sales Representative	Commerce Inside Sales	3	X
5267	DNU - Inside Sales Representative - Wildfire	Inside Sales - WildFire	3	X
5268	DNU - Inside Sales Senior Representative - Wildfire	Inside Sales - WildFire	4	X
5332	PBS ONLY - Sales Representative I	Global Sales	3	X
6173	Google Cloud, Inside Sales Rep	Enterprise Inside Sales	3	X
6174	Google Cloud, Sr. Inside Sales Rep	Enterprise Inside Sales	4	X
6182	Google Cloud, Assoc Inside Sales Rep	Enterprise Inside Sales	2	X
6402	Inside Sales Representative	Inside Sales	3	X
6403	Inside Sales Senior Representative	Inside Sales	4	X

Attachment 1

"Account Manager"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1183	Google for Work, Renewal Account Manager I	Enterprise Renewals Manager	3	X
1184	Google for Work, Renewal Account Manager II	Enterprise Renewals Manager	4	X
2083	DNU -Creative Technical Account Manager II	Rich Media Creative Technical Account Manager	3	X
2084	DNU -Creative Technical Account Manager III	Rich Media Creative Technical Account Manager	4	X
2088	DNU -Team Lead, Creative Technical Account Manager	Rich Media Creative Technical Account Manager	4	X
2107	DNU -Acc Mgmt Associate (US)	Commerce Account Management	2	X
2109	DNU -Acc Manager	Commerce Account Management	3	X
2110	DNU -Snr Acc Manager	Commerce Account Management	4	X
2111	DNU -Principal Acc Manager	Commerce Account Management	5	X
2141	DNU - Technical Account Manager I	DNU - Technical Account Manager	2	X
5301	Associate Account Manager	Global Sales	2	X
5302	Account Manager	Global Sales	3	X
5303	Snr Account Manager	Global Sales	4	X
5304	Principal Account Manager	Global Sales	5	X
5305	Principal Account Manager II	Global Sales	6	X
6121	DNU - Technical Account Manager III	DNU - Technical Account Manager	4	X
6125	DNU - Senior Technical Account Manager	DNU - Technical Account Manager	5	X
6126	DNU - Staff Technical Account Manager	DNU - Technical Account Manager	6	X
6184	Google Cloud, Account Mgr I	Enterprise Direct Sales	4	X
6185	Google Cloud, Account Mgr II	Enterprise Direct Sales	5	X
6186	Google Cloud, Account Mgr III	Enterprise Direct Sales	6	X
6187	DNU - Google for Work, Senior Account Mgr	Enterprise Direct Sales	7	X
6249	DNU - Google for Work, Account Mgr IV	Enterprise Direct Sales	6	X
6250	DNU - Google for Work, Sr. Account Manager II	Enterprise Direct Sales	7	X
6251	Google Cloud, Sr. Account Manager III	Enterprise Direct Sales	7	X
6285	DNU - PSO Technical Account Manager II	PSO Technical Account Manager	3	X
6286	DNU - PSO Technical Account Manager III	PSO Technical Account Manager	4	X
6287	DNU - PSO Senior Technical Account Manager	PSO Technical Account Manager	5	X
6289	DNU - PSO Staff Technical Account Manager	PSO Technical Account Manager	6	X
7512	DNU - Associate Account Manager, OPG Sales	DNU - Online Partnership Group - Dedicated	3	X
7513	DNU - Account Manager, OPG Sales	DNU - Online Partnership Group - Dedicated	4	X
7514	DNU - Sr. Account Manager, OPG Sales	DNU - Online Partnership Group - Dedicated	5	X

Attachment 1

"Enterprise Sales Operations Associate"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1816	Sales Operations Associate	Sales - Sales Operations Core	3	X
1817	Sales Operations Senior Associate	Sales - Sales Operations Core	4	X
1854	Sales Operations Associate Lead	Sales - Sales Operations Core	5	X
6223	Google Cloud, Sales Operations Associate	Enterprise Sales Operations	3	X
6224	Google Cloud, Sales Operations Sr Associate	Enterprise Sales Operations	4	X

"Enterprise Sales Operations Coordinator"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1852	Sales Operations Coordinator	Sales - Sales Operations Core	2	X
6239	Google Cloud, Sales Operations Coordinator (US)	Enterprise Sales Operations	2	X

"Sales Solution Senior Associate"				
Job Code	Job Title	Job Family	Job Level	Covered Position
2655	Sales Solution Senior Associate	Sales Solutions	3	X

"Preschool Teacher, Infant/Toddler Teacher"				
Job Code	Job Title	Job Family	Job Level	Covered Position
1497	Children's Center, Teacher I	Benefits - Child Care	1	X
1498	Children's Center, Teacher II	Benefits - Child Care	2	X
1499	Children's Center, Teacher III	Benefits - Child Care	3	X

Exhibit N

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Exhibit O

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Exhibit P

Help

[New hire compensation changes \(August 2017\)](#)[Invitation based referrals](#)[Staffing request workflow](#)

New hire compensation changes (August 2017)

On August 28, 2017, Google made some changes to our new hire compensation to get ahead of the curve on upcoming legislative changes in the US and to tell candidates a simpler (and more compelling!) story about the equity we're offering them when we extend an offer across the globe.

Legislative changes, consistent hiring decisions

There's legislation in an increasing number of states and municipalities in the US (CA, MA, NYC and San Francisco, among others) in support of pay equity that prohibits asking about current compensation or using that to inform new compensation offers. To make sure we're being compliant, thinking ahead about where other legislation may start being passed and keeping our hiring decisions consistent, we've made two key changes:

- **No longer asking candidates for US-based roles about their current compensation or using it to inform our offers.** That means for all US-based roles, you can't ask candidates about their current compensation; instead, ask about their salary expectations. To make it easier for you to get compensation for an offer and consistently capture expectation information, use this process for requesting compensation. For more details, including FAQs, talking points and resources like a short demo video and folks you can reach out to for support making the switch, check out [go/compchanges](#).
- **Automatically pulling compensation from packets in gHire globally** so it's not influencing hiring decisions made on non-US candidates when reviewers aren't looking at that data for US-based roles.

Simpler (and more compelling!) story about equity offers

Before the change, we shared equity in GSUs, which meant that recruiters and candidates ended up doing the math to understand what it was worth based on the stock price at time of offer. To help candidates better understand what we're offering them in terms of total compensation, and to help Nooglers enjoy the benefit of our equity program sooner when they start, we made two key changes:

- **Changed equity modeling to USD value.** No action required here, just a heads up that you'll start seeing (and can share!) equity modeled in USD rather than number of GSUs. Check out the equity talking points in [go/compchanges](#).
- **Removed one year vesting cliff for Nooglers.** This will be a huge advantage since vesting cliffs are so common with new hire equity in the tech industry, and this shift will mean 90% of Nooglers will see their first stock vest within six months of joining. When extending offers on or after August 28th, let your candidates know their stock will vest evenly over four years and they'll get a specific vesting schedule for their first grant after they start. Check out the equity FAQs in [go/compchanges](#).

Later this year, you'll also start seeing offers pre-populated in gHire to get you compensation information sooner and a drop down to capture reasons for any variation from that modeled offer. Providing these reasons will help us keep an eye on the impact of some of these changes and adapt our approach if needed.

If you couldn't make one of our live Comp Changes Chats we'll add a link to it under resources in [go/compchanges](#) as soon as it's available with closed captions.

If you found any typos, grammatical goofs, or misinformation in this article, please [file a bug](#). For questions about gHire functionality, contact [hiring-help@google.com](#).

Was this article helpful?

YES

NO

Deposition Exhibit 512

PMK Witness: A. Williams

Date: January 23, 2019

Reporter: Jane Grossman, CSR No. 5225

Exhibit Q

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Exhibit R

Peer Bonus

Peer bonuses consist of a monetary cash award and certificate. Googlers do great things all the time, and you have a front row seat, so let them know when you see them make an exceptional effort!

Who can give / receive peer bonuses?

- All full time Googlers are eligible to give and receive peer bonuses, except for SVPs and TVCs. Interns are eligible (however, interns in some countries are not eligible based on local legal restrictions -- if this is the case, it will be indicated in gThanks when you attempt to nominate them).
- Temporary workers, contractors and vendors (TVCs) are not eligible to give or receive a peer bonus.

Restrictions

- Peer bonuses should never be given as incentives (e.g., if you help with X, I'll give you a peer bonus).
- You cannot nominate anyone in your reporting chain (e.g. your direct report, your manager, director), but you can send them a kudos.
- If someone sent you a peer bonus, please wait 6 months before nominating them.
- Please send no more than 5 peer bonuses per quarter (consider sending a kudos instead!).

Peer bonuses are...

- For going above and beyond (e.g., exhibiting outstanding work ethic, lending a hand during an unforeseen circumstance, being a coach and advocate for the team).
- Going out of your way to help someone have more impact or save time.

Peer bonuses are not...

- To be used as incentive or encouragement to complete a project or perform a specific task (e.g., translating a document, testing a feature).
- For work that is within scope of the Googler's role (e.g., someone processing a ticket as a part of their standard role, speaking at an event).
- To be given in multiple for the same task (e.g., if the person has highly visible work, and multiple folks nominate them).

Examples

We set high standards for this award and rely on you to be thoughtful about awarding peer bonuses for exceptional efforts (vs. things we'd expect day to day).

- Jane advised our team on improving our monthly report, which we send to 2,000+ readers. We needed expert advice to improve our format and Jane exceeded our expectations! She spent extra time providing ideas and training our team so we can recreate her results. Her insight, experience and attention to detail drastically improved our report.
- Michelle was an integral part of our successful charity competition! She was our primary contact with the shelter and vendors at the party, which involved a lot of coordination. She also spent extra time helping two Nooglers on our team get involved in the event. This is well out of the scope of her HR role. Thanks, Michelle!
- George has gone above-and-beyond his normal responsibilities by diving in on outside projects that need UI design help. In addition, he stayed late two nights to help me share the workload during a fire drill -- even though no one asked him. Thanks, George.

Deposition Exhibit 534

PMK Witness: Frank Wagner

Date: January 30, 2019

Reporter: Jane Grossman, CSR No. 5225

How do I give a peer bonus?

Nomination

Check out the guidelines for the program, and nominate via [gThanks](#). During nomination, you will have the opportunity to include people you want to copy on the congratulatory email to the Googler.

Approval

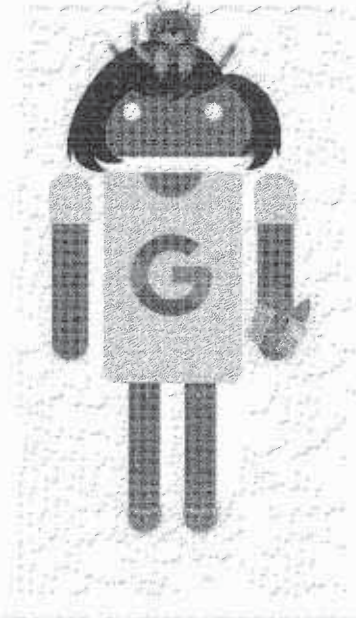
The nominee's manager will have an opportunity to review the nomination to ensure that it meets our guidelines. Typically awards are approved, but some reasons a manager may decline include:

- The award is within the scope of the Googler's role
- Multiple nominations were received for the same task (you can always send them the feedback over kudos or email though!)
- The manager is planning on delivering a spot bonus for the same work

Delivery

Upon approval, a congratulatory email will be sent out to the Googler. The recipient's manager and anyone you included to be copied will be on the email notification as well.

The recipient will receive their monetary award in the next available paycheck. Note that this depends on the payroll schedule in their location. Any relevant taxes will be deducted from the cash amount.

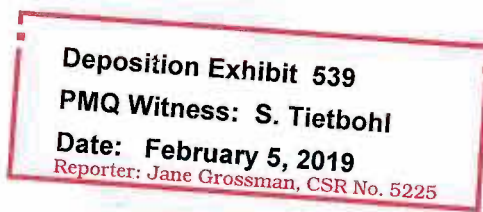


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Exhibit S



Rating descriptions

Ratings are a measure of the impact and execution of your work over the past 6 months, compared to expectations for your role and level. This absolute scale ensures you're rated for your own performance, not against your peers. Managers assign ratings based on what sets you apart from a Consistently Meets Expectations rating, either positively or negatively.

The rating you get in Perf helps determine your annual salary increase, company bonus, and equity grant. It also plays a role in determining your readiness for promotion.

Rating descriptions

Superb (S)

Superb (S): The pinnacle of performance given the job level, delivered exceptional impact.

- Had enormous impact on tasks well beyond the normal scope of their job level; their effort was essential to the result achieved and the outcomes obtained were near optimal given the conditions.
- Unequivocally valued as team member, collaborating and interacting positively with others; often considered to be a role model for Googleness.

Strongly Exceeds Expectations (SEE)

Strongly Exceeds Expectations (SEE): Consistently delivered exemplary work with significant impact well beyond the typical scope of their job level.

- Tackled tasks that are much larger, more complex, or more difficult than their job level would normally require with results that were better than anticipated.
- Contributed to high team effectiveness and/or high quality team outcomes.

Exceeds Expectations (EE)

Exceeds Expectations (EE): Regularly performed above the expectations of their job level.

- Delivered more than expected—this could have come in form of faster execution without compromising quality, taking on tougher tasks while still achieving key results, or accepting larger scope without needing additional help or management oversight.
- Broadly perceived as being a valuable team member; worked effectively within their own team and with other Googlers.

Consistently Meets Expectations (CME)

Consistently Meets Expectations (CME): Consistently performed what's required of them in their job level.

- Consistently delivered solid results at the high standard expected of Googlers on the tasks typically required for the job level
- Considered a strong team member; on track with what is expected of a Googler in their role

Needs Improvement (NI)

Needs Improvement (NI): Did not consistently perform what's required of them in their job level or required significant oversight to fulfill their responsibilities.

- Occasionally unable to complete tasks on time or at desired quality; may have required considerable guidance to achieve expected results.
- May not have had positive impact on the team and its output, e.g., insufficient motivation or capabilities, or challenges with attitude.

Receiving a "Needs Improvement" rating doesn't require putting the Googler on a PEP or PIP. [Click here](#) to learn more about what receiving a "Needs Improvement" rating means.

Not Applicable (N/A)

Not Applicable (N/A): The Googler did not work enough of the performance period such that the manager had insufficient info to rate them

- The Googler may have been newly hired and still ramping up or was out on leave for a notable duration.
- What's the threshold for "enough of the performance period? We leave this to the manager's judgment, as it varies by case, though common logic still applies. E.g., if the Googler worked less than 2 weeks, it is highly unlikely that they worked enough to be assigned one of the five ratings.



Was this article helpful?

YES

NO

Ratings and calibration

[Rating descriptions](#)

[Assign ratings](#)

[Release ratings and promo decisions](#)

[What does Needs Improvement mean?](#)

[Calibration guide for managers](#)

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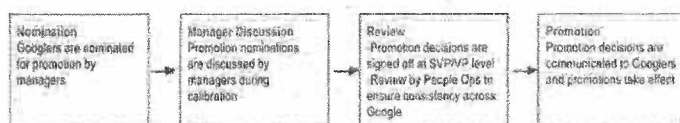
Exhibit T

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Exhibit U

Overview of the promotion process

GBO/G&A/Marketing



1. Who is nominated for promotion?

Managers nominate Googlers who...

- Demonstrate capabilities expected at the next job level including:
 - Ability to take on increased scope, complexity, and level of responsibility
 - Increased levels of influence, impact, and leadership
 - Decreased need of direct supervision
- Demonstrate sustained performance at the next level
- Meet other criteria for next level in relevant job ladder (if available)

Note: There is no minimum length of time or minimum rating before a Googler is eligible for promotion. Check out [promo stats](#) for how long Googlers typically work at each level before getting promoted.

2. How does the nomination process work?

- Managers gather information from various sources (e.g., peers, clients, other stakeholders) to assess readiness for promotion.
- Managers nominate their direct reports and provide a rationale for why the Googler is ready for promotion in the Perf tool.

3. Who is involved in the promotion decision?

- Managers who are at least one level above the Googler are involved in the promotion conversation.
- All promo candidates are discussed by managers in their sub-org during calibrations. Promo recommendations from each sub-org are signed off at the VP or SVP level.

4. What criteria is used to make promotion decisions?

- Has the Googler demonstrated capabilities expected at the next job level? Capabilities may be evaluated against attributes or job ladders (if available).
- Will the scope of the Googler's post-promotion role be of adequate size and complexity?

Note: We've seen that approximately 20% of employees in each SVP's org (including Tech) are promoted each year. This reflects factors such as individual performance, company growth, and availability of roles with scope at next level. This ~20% is not a quota, nor does it reflect each of the sub-parts of the SVP org since each team is different (e.g., more junior orgs might have more than a ~20% promo rate).

5. When and how is the decision communicated?

- Promotions are finalized after a high level People Ops review to ensure consistency and process fairness across orgs.
- The promotion decision and salary increases will be shared with the Googler by the manager in a 1:1 conversation after the close of the Perf cycle.
- Promotions take effect on the following dates:
 - Mid-Year promotions: May 1
 - Year-End promotions: November 1

6. Can Googlers who work less than full-time during the cycle still be promoted?

Googlers who are part-time, who were on leave, or who were rating ineligible for the Perf cycle can still be promoted.

During Perf, your self assessment (or promo packet if applicable) should focus on the current expectations for your role and how you've performed against those goals, highlighting where you've continued to excel in areas that map to the next level. Googlers and their managers should also discuss what the expectations are for working part-time at the next level, and whether that arrangement makes sense for the team and its overall goals.

Conversations around a flexible or unique work schedule are valuable to have throughout the year, not just at Perf time. Visit [go/flexibility](#) for more info on designing flexible work arrangements.

Next: Promotion and Career Development

Was this article helpful?

YES

NO

Deposition Exhibit 565

PMQ Witness: S. Tietbohl

Date: February 5, 2019

Reporter: Jane Grossman, CSR No. 5225

03/21

Exhibit V

Manage hiring committees in gHire Decide: for facilitators

Hiring committee notes template

◀ NEXT: RECORD AN OFFLINE HC REVIEW ▶

Use the hiring committee (HC) notes template to consistently capture and standardize candidate discussions. Structured HC notes improve HC decision-making, clarify candidate assessment, and increase sourcers' ability to discover and quickly revive previously rejected HC candidates.

Always use the HC template spreadsheet to generate your HC template. DO NOT COPY & PASTE the fields to generate your notes.

To use the template:

1. Request a template spreadsheet [\[2\]](#). Use the template to generate a new spreadsheet for each meeting. Even if you have multiple HCs, you'll need just one template.

Do not copy this spreadsheet or use another doc to take notes. Since the information included in HC notes is sensitive and confidential, only use the spreadsheet you receive to take notes.

2. After copy/pasting the notes into [go/decide \[2\]](#), clear out your notes after each HC.

Required fields

Make sure the **Committee Decision** notes content follows the standard HC decision template:

Field	What to enter
HC type	Indicate whether the HC met live or came to an agreement online.
Strengths	Clear areas the candidate excelled in, tied to rubrics and RRK.
HC Concerns	Rubric areas the candidate struggled with or other flags related to candidate quality (e.g. enthusiasm, trajectory, Googleyness). If there are no concerns, enter "No concerns".
Decision Rationale	Plain-text explanation on why the HC made the decision it did, what data it relied on, how it mitigated flags in its determination, and/or the HC's leveling rationale.
Proposed Level	Level at which the candidate was submitted to HC.
Level HC Recommends	Level at which the HC assessed the candidate. In most cases this will be the same as the rubric level used by the interviewers; in some cases the HC may assess the committee at a higher or lower level based on the candidate's dossier. Please note if the HC discusses level, even if the HC approves at the same level the candidate was submitted.
If Leveling differences, Leveling Rationale (Required when applicable)	If the HC up-levels or down-levels, the plain-text explanation on why the HC made the leveling decisions, what data it relied on, etc.
Actions for Held / Conditionally Approved candidates (required when applicable)	If the HC held or conditionally approved the candidate, what actions must the recruiter take to ensure the candidate can move forward (be resubmitted to HC; submit for final approval; find a team).

Optional fields

Field	What to enter
Resubmit	If candidate has been previously reviewed by HC, select "Rejection appeal," "Level or job code appeal," or "Hold resolution."
Recommendations for other Roles (if candidate is held or rejected)	Recommend any other roles for which the candidate might be a fit.
HC Requests Review and Feedback	Select "yes" if the HC requests to get additional feedback on their decision level or something else related to the candidate.
Near Miss - Prioritize for Future Re-engagement	HCs may decide to indicate that they recommend that staffing re-engage this candidate at a future date.

Unanimous decisions without discussion

In cases where the candidate may not be discussed (due to unanimous approval or rejection), use the individual HC member notes to summarize data for the required fields.

Manage hiring committees in gHire Decide: for facilitators

- [Introduction to gHire Decide](#)
- [Create a Hiring committee](#)
- [Add participants and objects to a hiring committee](#)
- [Schedule a hiring committee meeting](#)
- [Add candidates to a hiring committee meeting](#)
- [Record committee decisions](#)
- [Hiring committee notes template](#)**
- [Record an offline HC review](#)
- [Resubmit a candidate to the hiring committee](#)
- [Review HC hold resolutions](#)
- [Update HC information](#)

Deposition Exhibit 567

PMQ Witness: B. Ong

Date: February 7, 2019

Reporter: Jane Grossman, CSR No. 5225

Example

{HC type;} Live

{Strengths:}

Showed improvement from 2015 rounds. Good IRs. Did well on easier questions. Reasonably good problem solving. Showed good, clean coding in geales@' interview.

{HC Concerns:}

Cultural concern raised in sofiamufti@'s interview (LH) - seemed dismissive of interviewer (may have been a miscommunication) - came up with reasonable solution to problem, but the problem is easy. HC discussed and there is positive evidence (strong IRs) but should still get manager support.

{Decision Rationale:}

Conditional hire at L4 with manager support addressing potential culture concerns.

{Proposed Level:}

L4

{Level HC recommends:}

L4

{If Leveling Difference, Leveling Rationale:}

n/a

{Actions for Held / Conditionally Approved candidates:}

Would like to see manager support for this candidate to vet potential culture concern.

If you found any typos, grammatical goofs, or misinformation in this article, please file a bug [here](#). For questions about g-hire functionality, contact hiring-help@google.com [here](#).

Was this article helpful?

YES

NO

Exhibit W

Deep dives

Interview feedback and common packet flags

Evaluate interview feedback

References: internal and external

Education and prior work experience

Communication concerns

Googleyness concerns

Leveling expectations

Deposition Exhibit 568

PMQ Witness: B. Ong

Date: February 7, 2019

Reporter: Jane Grossman, CSR No. 5225



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Hiring @ Google Help

Interview feedback and common packet flags

Onsite interview panel expectations

- Standard onsite interview panels for new hires consist of 4-5 interviewers familiar with the core functions of the role.
- At least 1 interviewer should be at least one level above the candidate's targeted level.
- At least 1 cross-functional interviewer should be on the panel:
 - This interviewer shouldn't report to the hiring manager.
 - This interviewer is intended to provide an unbiased and objective perspective to evaluate a candidate for both immediate and long-term success at Google (i.e., opportunities for internal mobility).
- At least 1 interviewer should be prepared to probe relevant niche, domain, or role-related expertise (if applicable). This interviewer should have a background in that area.

Interview feedback expectations

- Interview questions should be aligned to the knowledge, skills, and attributes expected for the target role and level and interview feedback should include the following:
 - A summary of the interview with a hiring recommendation.
 - An interview notes transcript including the questions asked, the candidate's answers, and an analysis for how the candidate's answers compare to the interviewer's expectations.
 - Rubric ratings for the proposed role that align with the interview feedback and include justification for each dimension rating.
 - If interview feedback did not meet expectations and could've been improved, send feedback on feedback that includes actionable instruction to help the interviewer improve.

Common candidate packet flags

- Panel composition issues: when the interview panel isn't designed to assess a candidate appropriately, which could be due to:
 - No interviewers being above the candidate's proposed level.
 - No cross-functional (XF) interviewer being included in the panel.
 - Interviewer(s) not being familiar with the core functions of the proposed role.
- Mis-interviewing issues: when a candidate can't be fairly assessed based on the interview questions asked, which could be due to:
 - Interview rubrics not being align with the proposed role or level.
 - Interview questions being too easy or too difficult given the proposed level.
 - Multiple Interviewers asking the same or similar questions.
 - Interviewer(s) asking banned questions (e.g., brainteaser).
 - Interviewer(s) not probing relevant domain or niche expertise related to the role (e.g., legal experience for a legal role or machine learning knowledge for a machine learning role).
 - Interviewer(s) not covering areas required for the role (e.g., system design for SWEs with 5+ years of experience).
- Interview feedback quality issues: when the feedback is lacking sufficient detail or is inconsistent, which could be due to:
 - Interview rubrics not being used.
 - Interview feedback being incomplete (i.e., in draft status).
 - Interview transcript, analysis, rating, and/or hiring recommendation being inconsistent
 - Interviewer(s) not listing questions asked.
 - Interviewer(s) not elaborating on the hiring recommendation, concerns, or strengths.
 - Interviewer(s) transcribing the candidate's answers, but not providing an analysis comparing answers to the expectations for the role.



Note: If interviews are insufficient, consider requesting targeted follow up interviews.

[Back to the basics](#)

If you found any typos, grammatical goofs, or misinformation in this article, please file a [bug](#)!

Was this article helpful?

Evaluate candidates: hiring committee best practices

Interview feedback and common packet flags

Evaluate interview feedback

References: internal and external

Education and prior work experience

Communication concerns

Googlyness concerns

Leveling expectations

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Evaluate interview feedback

Generally speaking, interview feedback provides the strongest, most reliable hiring signal for evaluating candidates and determining if a candidate meets the hiring bar for a particular role.

Ask yourself

- How did the candidate perform against the rubrics for the proposed role? Do the solid/outstanding ratings outnumber the poor/borderline ratings?
- Are the selected rubric ratings substantiated by evidence in the interview notes transcript?
- Are positive interview signals validated in other parts of the packet?

Weak interview performance

In some cases, weak, but not extremely poor, interview performance can be overcome if there are strong indicators of the candidate quality in other parts of the packet. Other signals may include:


- strong internal or external references from individuals who have worked closely with the candidate for an extended period of time and can truthfully attest to a candidate's abilities
- statements of support from the hiring manager or others in their reporting chain
- letters of recommendation from professors
- a candidate's publication record
- academic transcripts for new grad hires

Light or unhelpful feedback

Check to see if interviews with more robust feedback cover areas critical to a candidate's success in the proposed role and provide sufficient signals to make a hiring decision. Interviews with light feedback can be used to corroborate the findings of more robust feedback.

Interviewers with unhelpful feedback (e.g., hire recommendation, rubric rating, and feedback aren't aligned) should be discounted.

If feedback is light or unhelpful across all or most interviews, check to see if there are sufficient signals in other parts of the packet (IRs, ERs, academic transcripts, etc.) that validate robust and useful interviews. If not, and there are no other flags to warrant a rejection, it may be necessary to ask for additional interviews to establish a better picture of the candidate.

Pro tip - Don't forget to send feedback on feedback  for interview feedback that lacked detail or clarity, including actionable instruction to help the interviewer improve.


Phone screens

The main purpose of the initial technical or general cognitive ability (GCA) phone screen is to make sure a candidate meets the basic criteria for a role before we invest in a full onsite panel. Onsites give us a more thorough understanding of a candidate's skills and the average score of at least four interviewers from an onsite panel is our best predictor of success at Google. Therefore, onsite interviews (which can also happen via phone or GVC) should be weighed more heavily than pre-onsite technical or GCA phone screens when evaluating a candidate's overall interview performance.

Interviewer enthusiasm

Due to nuances of interviewer writing styles, the variation in how interviews may be conducted and the subjective nature of interpreting an interviewer's tone, hiring decisions shouldn't anchor on how enthusiastic an interviewer may or may not seem about a candidate. Hiring decisions should be based on standard and objective inputs—like rubric ratings, interview notes transcripts and interviewer hire recommendations.

Interviewers expressing high or low confidence in a candidate's ability to perform functions core to the proposed role should be based on interview performance and quality of the candidate's answers, not on personality or other attributes irrelevant to the role. Instead of relying on how enthusiastic an interviewer seems overall, look at how they rated the candidate on specific attributes in the rubric and the evidence they gave to support those ratings.

Interpreting hiring recommendations: When weighing interviewer hiring recommendations, please note "Leaning hire" means "I support hire for this role, but candidate showed some room for improvement." See [go/kaboom-faq](https://support.google.com/myhire/answer/7454286?hl=en&ref_topic=7459094)  for more on the bucketed rating scale.



Number of interviews

All recent interviews should be weighed equally if each interviewer:

- is familiar with the core functions of the role
- asks questions specific and aligned to the rubrics for the candidate's proposed role and level
- enters robust feedback and evidence based ratings

While it may be easy to assume that a new interviewer's feedback won't be as valuable as a more experienced interviewer's, the way you consider and evaluate feedback should focus on the bullet points above rather than the number of interviews previously conducted. Several studies [conducted between 2004 and 2015](#) back this up, showing that interviewer characteristics (e.g., past interview experience, level or job performance of interviewer) are not related to how well interview scores predict job performance.

Prior interviews

While candidates are generally assessed based on the most recent round of interviews, past interview performance can provide useful signals in some cases. For example:

- If a candidate interviewed for a similar position previously, prior interviews can help determine if a candidate has demonstrated growth in particular areas (i.e., candidate was weak on a particular attribute during a prior round of interviews, but demonstrated mastery in the more recent interviews).
- If concerns from prior interviews are echoed in the most recent interview feedback (including Googlyness concerns), the past interview feedback may be considered when assessing the candidate.
- If Googlyness concerns were flagged in prior interviews, look for positive evidence in the new interviews that contradict the previous concerns.
- Positive evidence in recent interviews should outweigh past interview flags.

About the scale: Interviews conducted prior to the launch of the 6-point Hire/No Hire interview scale will include the previous numerical scores (0.0 - 4.0). Due to inconsistent use and interpretation of the numeric scale, make sure you read the interview feedback and rubric ratings when reviewing interviews conducted using the old scale to make a thorough evaluation.

Interviewer histograms

Interviewer histograms are often used as a heuristic for determining interviewer calibration. However, internal research shows interviewer characteristics (e.g., past interview experience, level or job performance of interviewer) are not related to how well interview scores predict job performance or hiring outcomes.

A 2016 experiment with SRE HCs showed HC members without access to interviewer histograms did not make significantly different hiring decisions than HC members with access to histograms.

There are many reasons an interviewer's histogram may not be aligned with final hiring outcomes, making it an unreliable basis for consistent decision making. For example, the interviewee may have performed poorly on one interview, resulting in a justified no hire score from the interviewer, but still received an offer due to strengths in other interviews, thereby confounding the histogram data. When concerned about interviewer calibration, read the feedback carefully to identify what the specific issue(s) may be (e.g. interview questions, rubric ratings, quality of the notes, etc.) rather than discounting their feedback entirely based on histograms. If you do identify issues in an interviewer's feedback, giving them specific feedback can help them improve.

Interviews from the Bets

Interviews should be conducted by Google interviewers. For panels with mixed Bet & Google interviews, candidates should be evaluated on the strength of signals from Googler interviews. Interview feedback from other Bets should not be considered in the evaluation. If the interview signals do not provide enough useful data to make a hiring decision, consider requesting targeted follow up interviews.

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References: internal and external

Internal references

Internal references can provide a strong signal when the Googler has direct relevant experience with the candidate's work (either in school or work setting). They can point out the candidate's strengths and weaknesses which are a good comparison point with the rest of the packet. Please make sure to closely read the internal references and not anchor on the percentile ratings. Good references know the candidate in a professional setting and can provide insights and specific examples that speak to the candidate's abilities, expertise, leadership and Googleness.

External references

External references that ask targeted questions can help make a stronger case and augment positive signals or dispel negative signals in the packet. For example, Googleness concerns that come up in the interviews can be vetted through external references. External references from direct managers usually carry more weight than those from peers.

- External references (ERs) are not required for junior candidates (L1-L3) since academic and interview performance give better evidence of potential success.
- Recruiter may decide to gather external references for mid-career candidates (L4-L6) when ERs would make a substantive difference in better understanding the candidate's case (e.g., to fill in professional gaps, to address questions or concerns raised by interviewers or HCs, etc.)
- External References are required for L7+ candidates given seniority.

Evaluating references

When weighing a candidate's references, consider the following:

1. Relationship between the referrer and the candidate. Consider the following:

- How familiar is the referrer with the candidate's work?
- Did the referrer work with the candidate directly or is their knowledge of the candidate's work secondhand?
- References from co-workers, advisors, and managers who have worked with the candidate directly should be weighed more heavily than references from co-workers, friends, and relatives who have not worked with the candidate directly.

2. Quality of the feedback. Consider the following:

- Is the feedback specific? Does the referrer provide details and examples about the candidate's role and contributions? Is more context/detail needed from the referrer to understand the negative feedback?
- Is the feedback relevant? How does the feedback translate to the proposed role? Are concerns related to the candidate's RRK/GCA or other qualities (e.g., Googleness, communication, conscientiousness, etc.)?
- Is the feedback recent? When was the reference submitted? What timeframe does the reference refer to? Is the negative feedback from several years ago (e.g., first job out of college for a candidate with 10 YOY) and can it be refuted by more recent references?

3. Patterns in other parts of the packet. Consider the following:

- Is concerning feedback offset by other feedback in the packet?
- Is concerning feedback confirmed by other feedback in the packet?
- Do multiple references highlight the same concern?

4. Potential for bias. Consider the following:

- Does the referrer have a personal relationship with the candidate (e.g., friend, relative, etc.)?
- Are the referrer's concerns based on something other than the candidate's performance?

References who flag personality concerns should be discounted due to the potential for bias.

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https://support.google.com/myghire/answer/7457407?hl=en&ref_topic=7459094

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Education and prior work experience

Academic transcripts expectations

- Transcripts are required for candidates who have attended a degree program within the last 3 years, including current students and students who did not complete the program.
- Unofficial transcripts are acceptable as long as they were acquired from the candidate's school.
- You may see international academic transcripts that have been translated into English. Recruiters are responsible for adding additional context on the school's grading scale and system.
- A recruiter may indicate transcripts could not be provided and you should evaluate without them (e.g., the candidate attended a school that doesn't provide, which is common in EMEA).

School selectivity

- Based on an internal study, level of education and school selectivity do not have a strong relationship with candidate performance at Google.

All candidate information should be weighed carefully when giving a hiring recommendation and decisions should not anchor on the candidate's degree status or the selectivity of their school.

Candidate grades

- Academic transcripts provide a supplemental signal for candidates that are recently out of school (up to 36 months). Academic transcripts should be weighed more heavily for candidates who have more recently graduated (i.e., candidates closer to 0 years experience) than graduates with industry experience (i.e., candidate closer to 3 years of experience).
- When weighing grades, consider:
 - Did the candidate perform well in classes related to the role?
 - Is there a pattern of improvement over time?
 - Is there additional context that explains poor performance?
- Since grade point averages (GPAs) have a limited shelf-life in terms of predictive utility, hiring decisions should be made after weighing all a candidate's data (with special attention paid to interview rubrics, which have significant predictive utility) and should not anchor on GPAs alone.
- Grades should not be factored into hiring decisions if a candidate has been out of school for >3 years.
 - A regression analysis of approximately 5,000 US Googlers hired over a 2 year period, conducted under legal privilege, showed there is no statistically significant relationship between GPA and early or average perf scores (i.e., average of second and third scores) after 36 months.
- Weighing lower grades: when evaluating lower grades on a candidate's academic transcript (i.e., grades equivalent to "failing", "unsatisfactory", "minimum pass" ratings based on the school's grading scale), consider the following:
 - Are the lower grades in courses relevant to the proposed role?
 - Are the lower grades limited to a specific time in the candidate academic career or distributed throughout the candidate's academic tenure?
 - Are there other positive signals in the packet that outweigh the lower grades?
 - Is there additional context related to the lower grades (e.g. candidate worked full-time during school, personal circumstances, etc.)?
- Recruiters should include conversion information for non-standard grading scales when needed.

Evaluating work experience

Relevant prior work experience

- Relevant prior experience can be useful when deciding whether to interview a candidate for a certain role or at a certain level; however, hiring decisions should not be made on previous experience alone.
- Relevant prior experience can be factored into hiring and leveling decisions when validated by interview performance.



Unrelated experience not applicable to the proposed role

- Unrelated previous experience should not be considered when making a hiring determination. Hiring decisions should be made based on the candidate's interview

performance and other relevant data, including references and applicable education/work history.

Resume discrepancies

If you see discrepancies and errors in the candidate's resume (e.g., graduation status, degree status, GPA), consider the following questions:

- Has the recruiter provided context?
- Is the discrepancy an attention-to-detail, conscientiousness, or a potential integrity flag?

Attention-to-detail flags

Consider the following:

- Do the attention-to-detail flags raise concerns about the candidate's ability to succeed in the role?
- If so, are the concerns validated elsewhere in the packet?

For integrity flags

Consider the following:

- Is there evidence the candidate attempted to misrepresent their background? Or to mislead or deceive Google in any way, even by omission?
- Did the candidate attempt to address the discrepancy proactively or were they prompted to do so?
- If the issue were to re-occur while they were at Google, would it pose a risk to us or our users?
- Is the candidate's explanation logical and consistent with other information already provide?

Note: While every situation is unique and should be reviewed based on the specific context, candidates who knowingly misrepresent their education or work history (i.e., indicated they received a degree or held a position they did not) often fail to meet our hiring bar. If you believe you don't have enough context to make a decision, you should ask for more information.

Employment gaps

Recruiters will generally add context on any employment gaps (if not, feel free to ask for details). If employment gaps raise concerns (e.g., a candidate was terminated for concerning reasons), consider the concerns in the broader context of the packet and weigh against other signals.

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Communication concerns

Candidates should be able to communicate verbally or in writing. When communications concerns are raised in interviews or in other parts of the packet, consider the following:

- What's the nature of the concern? Is it language proficiency? Role-related knowledge (RRK)? Googleness? Be on the lookout for individual bias if you see interviewers calling out concerns that aren't relevant to being successful in the role, like being quiet or shy.
- Will it prevent the candidate from being successful in the proposed role?
- How widespread does it seem? Has it been raised by one person or multiple people?
- Are there mitigating signals?
 - Do the positive signals in the packet outweigh the communication concern? For example, if verbal communication is weaker, are they able to clearly convey their ideas in other ways (e.g., in writing or code)?
 - Are the concerns coachable?
 - Are the proposed team and manager prepared to support the candidate?
 - Is more data or context needed to evaluate the communication concern?
- While Googlers should be able to communicate with their teammates and other Googlers in English, we don't need to reject strong candidates for more junior roles if they can perform the core functions of the proposed role, are willing to improve their English, and there's a plan in place to help the candidate develop their language skills.

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Googleyness concerns

Googlers are expected to demonstrate attributes of **Googleyness** (see the Googleyness rubric for more details)

- Thrives in ambiguity
- Values feedback
- Effectively challenges status quo
- Puts the user first
- Does the right thing
- Cares about the team

Signals on a candidate's Googleyness may not show up in every packet, but it's important to pay attention to make sure Googleyness concerns are thoroughly vetted when they do show up before making a final decision. Don't just dismiss a concern raised, make sure you've carefully weighed in context of the overall packet and probed for more information when needed.

When evaluating Googleyness concerns raised about a candidate, consider the following:

- Is there enough information to make a hiring decision?
- Are the concerns specific or are more details required?
- Have the concerns been vetted sufficiently?
 - Are the concerns validated or rebutted by other feedback in the packet?
- Is a follow up Googleyness interview needed? Or additional references?
- Has the hiring manager addressed the concerns in the Statement of Support (SoS)?

In some cases, the hiring manager or another non-biased party may need to follow up with the person with the Googleyness concerns (e.g., internal reference or interviewer) to get more details. Remember, an effective SoS seeks to validate and address concerns instead of just dismissing the concerns.

Once the concerns have been vetted, consider the following:

- Are the concerns coachable? Is the hiring manager and team prepared to support the candidate?
- Are there teamwork or collaboration concerns that would prevent the candidate from being successful?
- Are there integrity concerns that would put customers and/or other Googlers at risk?
- Is there evidence the candidate attempted to misrepresent their background or misled or deceive Google in any way (even by omission)?

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Leveling expectations

Leveling expectations vary by role. However, the evidence in the packet should support the target level for the role and interview performance should align with leveling of candidates with comparable experience.

Information to use when deciding level

- A candidate's level should be based primarily on the scope of the proposed role and strengths demonstrated throughout the hiring process.
- We generally have a conservative leveling philosophy at Google to make sure the candidates we hire are set up for success and have the opportunity to grow in their roles.
- When a candidate is on the cusp between levels, it's important to make sure leveling decisions are consistent with past precedents for the specific role and/or team. You should look to your facilitator and other experienced HC members on your committee to provide guidance on past precedents.
- When evaluating level, consider the following:
 - What attributes are required for the proposed role/level? How did the candidate perform against those attributes when assessed against the interview rubric?
 - Does the scope of the candidate's recent role(s) align with the scope of the proposed role?
 - Does the candidate's interview performance align with the attributes for the proposed role and level?
 - Does the target level give the candidate room to grow?
 - Is the target level consistent with previous leveling decisions for the role/team?

Using career trajectory to evaluate candidates

"Career trajectory" may refer to many aspects of a candidate's work history, including but not limited to:

- the number of times a candidate has been promoted
- the length of time a candidate spent in previous roles
- how the scope of a candidate's role has changed over time
- the perceived potential of a candidate to grow or get promoted in the future

Due to various interpretations of and limited data on how "career trajectory" translates to success at Google, hiring decisions should not anchor solely on the number of times a candidate was promoted previously or the number of jobs they had in the past. Instead, career trajectory should be weighed alongside other data, including but not limited to, interview performance and references.

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Exhibit 000

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Exhibit PPP

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Exhibit QQQ



Employment Application

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Recruiting Coordinator: **Abbey Shi**

Email: **abbeyshi@google.com**

Candidate ID#: **57820736**

Google is an equal opportunity, affirmative action employer. Qualified applicants are considered without regard to race, color, religion, veteran status, national origin, ancestry, pregnancy status, sex, gender identity or expression, age, marital status, mental or physical disability, medical condition, sexual orientation or any other characteristics protected by applicable law. Please do not substitute a resume in lieu of completing this application.

Personal Data

Heidi	Joyce	Lamar	05/31/13
First	Middle	Last	Today's Date (mm/dd/yyyy)
7218 N Foss Ave		Portland, OR	97203
Street Address		City, State	Zip Code
hjlamar@gmail.com		(971) 201-9698	
Email Address		Telephone (Preferred)	Telephone (Alternate)

Type of position desired:

Google Children's Center Teacher

Preferred Work Location:

Mountain View

How did you hear about employment opportunities at Google or who referred you?

Attended NAREA conference at the GCC campus

If hired, can you provide Google with proof of authorization to work in the US? If no, please explain: ☐ Yes ☐ No

Are there any restrictions on your availability to attend work on a regular basis or to work overtime? ☐ Yes ☐ No

Educational Background

Name of School	Country	Degree	Major Subject	Graduated?
Bennington College Center for C	USA	MAT	Early Childhood (bir	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student
Bennington College	USA	BA	Literature and Teacl	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student
				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student
				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Current Student

Professional References

Do we have permission to contact? *

Yes No

Kathleen Haffey / Former Education Coord

☐☐

(503) 707-6335

k.haffey4@gmail.com

Name / Title / Business Relationship

Telephone

Email Address

Maia McCarthy / Director / Colleague and

☐☐

(503) 515-2348

maia.seeds@gmail.com

Name / Title / Business Relationship

Telephone

Email Address

Jessica Eppley / Owner and Founder / Sup

☐☐

(503) 283-9669

jkeppley@gmail.com

Name / Title / Business Relationship

Telephone

Email Address

* Note: we will not contact without your permission.



Employment Application

Current or Most Recent Employment

Growing Seeds Learning Comr

Name of Employer

Education Coordinator

Your Job Title

Jessica Eppley - Owner and Founder

Supervisor's Name and Title

Portland, OR/USA

Location (City, State/Country)

9/2009

Employment Start Date

6/2013

Employment End Date

Relocation

Reason For Leaving

(503) 283-9669

Telephone

38,000

Salary

Previous Employment

Southwest Vermont Supervisor

Name of Employer

Student Teacher

Your Job Title

Beth Elwell - Cooperating Teacher

Supervisor's Name and Title

Bennington, VT/USA

Location (City, State/Country)

3/2008

Employment Start Date

6/2009

Employment End Date

End of student teaching year

Reason For Leaving

(802) 447-7501

Telephone

N/A

Salary

Previous Employment

Bennington College Early Child

Name of Employer

Student Teacher

Your Job Title

Darlene Bombard - Director

Supervisor's Name and Title

Bennington, VT/USA

Location (City, State/Country)

2/2005

Employment Start Date

5/2008

Employment End Date

Graduation from Bennington College

Reason For Leaving

(802) 447-1093

Telephone

N/A

Salary

Authorization: Please read carefully and check the box below

I understand that Google requires certain information about me to evaluate my qualifications for employment and to conduct its business if I become an employee. I authorize Google to research my past employment, educational credentials, and other employment related activities. I hereby release Google, its partners, employees, representatives, and agents and those parties supplying such information to Google from all liability in connection with obtaining or releasing such information.

If I am hired by Google, I understand that Google is an at-will employer. Accordingly, either Google or I may terminate the employment relationship, at will, at any time, for any reason, with or without cause or advance notice. I understand that the CEO or the President of Google has the sole authority to make an agreement contrary to at-will employment, and such an agreement must be in writing and signed by the CEO or President.

I understand that if I am hired I will be required to submit proof of my legal right to work in the U.S. prior to commencing employment with Google.

I understand that any misrepresentations, false statements or omissions of facts made by me in connection with this application will be sufficient grounds for cancellation of consideration of my application or immediate discharge if I am employed. I have read the above prior to signing this application.

I understand that this application is not a contract of employment, and that completion of this application does not in any way obligate Google to hire me or offer me a job.

☒ I have read and understood the above disclosure

Google Inc.
1600 Amphitheatre Parkway, Mountain View, CA 94043
Tel: (650) 253-0000, Fax: (650) 253-0001



Employment Application NON-DISCLOSURE AGREEMENT

In order to evaluate a potential employment opportunity with Google (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates, and the individual identified below hereby agree:

1. This agreement is effective as of the date signed below.
2. Google may disclose to the other party (the "Recipient") information pertaining to the Purpose that Google considers confidential ("Confidential Information").
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with his / her legal counsels who are engaged by Recipient in discussions concerning the Purpose. Further, Recipient may share the fact that he / she interviewed with Google and visited Google's facilities and the terms of any written offer of employment by Google, if such offer is extended.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Google; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. Recipient may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to Google, unless a court orders that Google not be given notice.
5. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. Recipient acquires no intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of the provisions of this agreement will not constitute a waiver.
11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Santa Clara County, California.

Interviewee - I consent to the use of electronic signature. ☒ Yes ☐ No

If no, please contact your recruiter to submit a hardcopy application. Please note, processing delays are possible in the event you do not use e-signature.

Electronic signature date (MM/DD/YY): 5/31/13

Electronic signature: **Heidi Lamar**
Digitally signed by Heidi Lamar
DN: cn=Heidi Lamar, o, ou,
email=hjamar@gmail.com, c=US
Date: 2013.05.31 17:39:20 -07'00'

Google Inc.
1600 Amphitheatre Parkway, Mountain View, CA 94043
Tel: (650) 253-0000, Fax: (650) 253-0001

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Exhibit SSS

Start a conversation about performance expectations

Throughout the year, make sure you and your manager agree on what's important to focus on. The end of the Perf cycle is a good time to agree on deliverables and expectations for the next six months as Googlers who have clarity on their expectations are 4 times more likely to understand how their performance is evaluated.*

Discuss performance expectations with your manager to get on the same page. The discussion will give you a chance to plan your deliverables, identify the behaviors important for your role, and help you understand how your manager will assess your impact. We've found this basic structure helpful:



1. Think about what's expected of your role and level

Reflect on what you'd like to accomplish in the next six months. Use resources like attributes and job ladders to plan your deliverables and behaviors. If you'd like, you can use the template below to organize your thoughts.



2. Talk about performance expectations

Meet with your manager to discuss your expectations and theirs. Work together to build a set of shared expectations that you're both satisfied with. When you're done, write them down so you can track your progress.



3. Check in with your manager along the way

Schedule time to discuss your progress against expectations. Talk about what you've accomplished, and be open to change if priorities shift.

PERFORMANCE EXPECTATIONS TEMPLATE

Sample completed templates:

- Tech [\[link\]](#)
- GBD, Marketing, Partnerships, and G&A [\[link\]](#)

If your discussion involves a performance plan (PIP or PEP), the structure above probably won't fit. For those cases, read the performance-plan-specific conversation guidance [it go/managers](#). [\[link\]](#)

* From Perf eval survey, MY 2016

NEXT: ADDITIONAL TIPS FOR MANAGERS >

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Grow Help

Intro and overview

Learn about the underlying philosophy and 5 key elements of Perf:



Transcript

Welcome to the Perf Cycle Overview training. Today, we'll give you an overview of Perf, Google's performance management program. By the end of the training, you should have a solid foundation of Perf knowledge that you can use and build upon in the upcoming Perf cycle.

This video is one in a three part series:

- **Overview:** Philosophy and key elements of Perf
- **Eligibility and key dates:** Who should participate in the cycle, and upcoming deadlines
- **Your role in Perf:** Your responsibilities in the upcoming Perf cycle

Perf Overview

Google is a performance-oriented, meritocratic organization. We strive to be the best company to grow and develop Googlers.

Our Perf philosophy consists of two parts: evaluation and development.

Googlers are evaluated twice a year and given a rating. We have a pay-for-performance compensation philosophy, which means we recognize and reward strong performance. Perf is also an important time for Googlers' development. While getting meaningful feedback is a gift, it's ultimately what you do with it that makes a difference. Being proactive and taking action on feedback is key on your overall growth and development at Google.

The five elements of Perf

Written reviews: There are three types of written reviews: self, peer, and manager assessments. Your role is to complete your self assessment select a good mix of peer reviewers and give meaningful feedback to peers if asked

Ratings: Google has five ratings: needs improvement, meets expectations, exceeds expectations, strongly exceeds expectations, and superb. Google has an absolute approach to ratings which means Googlers are evaluated against performance expectations for their role and their level, and not evaluated against their peers. There's also no forced distribution here at Google. We believe that rating Googlers against stable criteria

Info icon: Early-communicated expectations results in more accurate assessments than rating them against variable criteria like their mix of peers.

Calibrations: To ensure that ratings are accurate we have calibrations. Each function and organization has multiple calibration sessions. The goal

is to align how they understand and align on ratings criteria.

Promotions: Promotions are an important part of Perf. In GBO and GNA Managers nominate their Googlers for promotion. To be eligible for nomination you need to be rated exceeds expectations or higher in the current cycle. Nominees are reviewed during calibration and are rated yes or no for promotion. Decisions are reviewed and signed off by leadership. Tech has a different process, not covered in this video. Learn more at go/pmg-promotion.

Manager/Googler conversations: These conversations happen at the end of the cycle. Your manager shares and explains your rating, reviews written feedback, and clarify performance expectations for upcoming six months. Develop and action plan so you can take concrete steps to stretch your growth.

Perf throughout the year

While perf happens twice a year, development should be year-round. Don't be afraid to ask for feedback regularly. You should have regular conversations with your manager to check in on how you're doing. Don't be afraid to ask for feedback regularly.

Be proactive about your development and take action on feedback. Your manager and HRBP are there to support you, as well as our resources like Grow and Real-Time Feedback.

Was this article helpful?

YES

NO

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