JOSEPH KLAAS
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AUSTIN TX 78754-5123

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GOOGLE LLC
C/O CSC - LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO CA 95833-3502

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K L A A S

A U S T I N T E X A S

July 13, 2026

VIA ONLINE FORM, U.S. CERTIFIED MAIL, RETURN RECEIPT

LABOR AND WORKFORCE DEVELOPMENT AGENCY
GOOGLE LLC
C/O CSC – LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO CA 95833

NOTICE OF LABOR CODE VIOLATIONS

JOSEPH KLAAS (“Employee”) provides notice to GOOGLE LLC (“Employer”) and to the Labor and Workforce Development Agency pursuant to Labor Code § 2699.3(a)(1). Employee is a Software Engineer at Employer’s Mountain View location. Employee returned to work on April 2, 2026. No physician certified a leave of absence after that date. Employer classified the period as “ADA leave” and has paid Employee $0.00 since April 2. On June 12, 2026, Employer’s Exits Operations stated: “I noticed you’re still an active employee.” On June 18, 2026, Employer’s payroll confirmed: “your current base annual compensation in Workday is $172,000.00” and “you are currently on an ADA leave. Please note that this type of leave is unpaid.” These two statements are contradictory. Employer’s own records confirm $172,000.00 in annual compensation, “active” employee status, and $0.00 paid. Employer employs 182,502 persons. Pursuant to the 2024 amendments (AB 2288 and SB 92), Employee has personally suffered each violation alleged herein. Employee brings this notice on behalf of himself and all other aggrieved employees.

I. RETALIATION — § 1102.5

Employer reduced Employee’s wages to $0.00 on April 2, 2026. Employee had filed three formal complaints between January 31 and March 31, 2025. Employee had requested a manager-change accommodation on July 7, 2025. Employee had filed a DWC-1 for industrial injury on October 14, 2025. On March 30, 2026, Employer denied the accommodation, stating: “undue hardship” — three days before the wages went to zero. Employer did not offer alternative accommodation. Employer did not explain the hardship. Employer did not restore wages.

II. FAILURE TO PAY WAGES — § 204

Employer classified Employee as “active” while paying $0.00. Employer required work.

III. FAILURE TO PAY UPON SEPARATION — § 201

On March 30, 2026, Employer stated: “moving forward with separation.” On April 28, 2026, Employer stated: “Google will need to move forward with separation.” § 201 requires immediate payment of all wages earned upon discharge. No wages have been paid.

IV. WAITING TIME PENALTIES — § 203

Employee's daily rate is $471.23. Thirty days yields $14,136.90.

V. UNPAID COMPENSABLE WORK — § 510

On May 15, 2026, Employer stated: "You will remain on ADA, job protected leave throughout the Priority Reassignment period. Regarding your compensation, please continue coordinating with our leave and disability vendors, Sedgwick or MetLife to explore pay options." Employee had returned to work. Medically cleared employees are ineligible for disability benefits. The suggestion is contradictory. On May 18, Employer's Mobility Partner assigned: "Send me your updated resume"; "Add top roles of interest (stack ranked) to your tracker. Fill out all fields in Yellow"; "Comment me into the tracker once you are ready." On June 12, Employer imposed a deadline: "Please respond by EOD Monday, 6/15 if you meet the MQs and required skills." On May 15, Employer confirmed Employee's accommodation. On June 15, Employer revoked it — 32 days into a 60-day process. On July 9, Employer directed: "Please reach out no later than July 15 to schedule a 30 minute coffee chat with Gus Garcia." On May 26, Employee asked: "am I on leave and not required to work, or am I required to work and entitled to compensation?" Employer did not answer. IWC Wage Order No. 4-2001, § 2(K).

VI. MINIMUM WAGE — §§ 1194, 1197

California minimum wage is $16.50 per hour. Employer required compensable work during Priority Reassignment. Employer paid $0.00 per hour.

VII. INACCURATE WAGE STATEMENTS — § 226(a)

Employer's payroll classified Employee as on "ADA leave" beginning October 1, 2025, with an end date of July 10, 2026. Employer's Exits Operations classified Employee as "active." Both classifications appear on the same payroll record. Wage statements after April 2 show $0.00.

VIII. RECORDKEEPING — § 1174

Employer required compensable work during Priority Reassignment. Employer maintained no record of hours worked. § 1174 requires employers to keep accurate records of hours worked and wages paid.

IX. VACATION ACCRUAL — § 227.3

Employee accrues 7.6900 hours of vacation per biweekly pay period. Employer's pay statements show the vacation balance frozen at 298.3800 hours. From April 2 through July 13, 2026: 7 pay periods at 7.6900 hours = 53.8300 hours unaccrued. At \$82.6923 per hour (\$172,000.00 ÷ 2,080): \$4,451.31 in unaccrued vacation wages. Employer classified Employee as "active." Active employees accrue vacation. Employer froze accrual. § 227.3.

X. SICK LEAVE — § 246.5

Employer forced Employee onto "ADA leave." Employee accrues California Paid Sick Leave and employer-provided sick leave. Employee cannot use accrued sick leave during forced leave. § 246.5(c).

XI. STRUCTURAL VIOLATION — PRIORITY REASSIGNMENT

Employer operates a standardized process called Priority Reassignment ("PR"). Employer denies the accommodation, citing "undue hardship." Employer offers PR as the sole alternative to separation. The employee is classified as "on ADA leave" at \$0.00 for 60 days. The employee performs active job search work during "leave." If no placement is found, the employee is separated. The HR representatives who deny accommodations and the HR representatives who administer PR report to the same manager. The team that denies accommodations evaluates whether alternative roles can support those accommodations. The process reviews one role at a time. Employee submitted 22 roles in 60 days. Employer reviewed three. One was denied: "Unable to accommodate restrictions." One was filled before Employer completed review: "recruiter confirmed role has been filled." One remains "Under Review." Employer refused to review the remaining 19, stating the deadline had passed — a deadline Employer set.

XII. WITHHOLDING OF PERSONNEL RECORDS — § 1198.5

Employee Relations completed an investigation in November 2025. Employer withheld the investigation report for seven months. Employer provided a single-sentence summary: "based on business and performance factors." Employer did not produce the underlying findings. § 1198.5 requires production within 30 days of request.

PENALTIES SOUGHT

Employee brings this action on behalf of all current and former California employees placed into PR while classified as "on leave" and required to perform compensable work without compensation. Employee seeks civil penalties of \$200.00 per aggrieved employee, per pay period, per violation under § 2699(f)(2). Employer's conduct negates entitlement to reduced penalty caps under AB 2288.

VERIFICATION

I, JOSEPH KLAAS, am the Employee identified in this notice. The foregoing is true of my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 2026-07-13, at Austin, Texas.

By: /S/ 2026-07-13

JOSEPH KLAAS
1606 HEADWAY CIR STE 9209
AUSTIN TX 78754-5123