

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

GOOGLE, INC., A subsidiary of Alphabet, Inc.

Case 32-CA-164766

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in a place customarily used by the Charged Party for posting notices to employees at its corporate headquarters located at 1600 Amphitheater Parkway in Mountain View, California and the Nest Labs headquarters located at 3400 Hillview Avenue in Palo Alto, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet (“MOMA”) home screen and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region’s Compliance Officer at paloma.loya@nrlrb.gov when it submits the Certification of Posting and provide a screenshot of the home screen in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE – By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act or any other law.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ JAL _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Amended Consolidated Complaint that previously issued on November 11, 2018.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Google, Inc., A subsidiary of Alphabet	Charging Party [REDACTED]
By: Name and Title Date 8/26/19 /s/ J Al Latham, Jr. _____ Print Name and Title below J. Al Latham, Jr. Attorney for Google + Nest	By: Name and Title Date _____ Print Name and Title below
Recommended By: Date /s/ D. Criss Parker 9/09/19 D. Criss Parker Field Attorney	Approved By: Date /s/ Valerie Hardy-Mahoney 9-9-19 VALERIE HARDY-MAHONEY Regional Director, Region 32

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions with other employees, the press/media, and other third parties, and **WE WILL NOT** do anything to interfere with your exercise of those rights.

YOU HAVE THE RIGHT to freely bring workplace diversity issues and requests to clarify permissible workplace behavior to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT threaten employees because they presented workplace diversity issues to us and requested clarifications of permissible workplace behavior.

WE WILL NOT reprimand, discipline, or issue a final written warning to you because you exercise your right to bring to us, on behalf of yourself and other employees, issues and complaints regarding your wages, hours, and other terms and conditions of employment.

WE WILL NOT make it appear to you that we are watching out for your protected concerted activities or ask that you report other employees who are engaging in protected concerted activity regarding their wages, hours, and working conditions.

WE WILL NOT threaten you with the loss of your job or other retaliation if you engage in protected activity with other employees regarding your wages, hours, and working conditions.

WE WILL NOT prohibit you from discussing or sharing information relating to your performance, salaries, benefits, discipline, training, or any other terms and conditions of your employment and **WE HAVE** rescinded any such rules from our Data Classification Guidelines and related Data Security Policy effective November 2016.

WE WILL NOT maintain rules that define “confidential information” to include employee information about wages and terms and conditions of employment and **WE HAVE** rescinded sections of our Data Security Policy and our Data Classification Guidelines that arguably used such a definition of “confidential information” effective November 2016.

WE WILL NOT prohibit you from talking to the press/media about your terms and conditions of employment or require you to obtain prior approval before speaking with the press/media and **WE HAVE** rescinded any such rules in our Appropriate Conduct Policy, the “Interacting with the Press” provision in the Employee Communications Policy, and the “Outside Communication and

Research” provision in the Google Code of Conduct effective September 2016, December 2016, and April 2017, respectively.

WE WILL remove from our files all references to the final written warning issued to the Charging Party on August 19, 2015, and **WE WILL** notify him in writing that this has been done and that the final written warning will not be used against him in any way.

WE HAVE notified you that we have rescinded the rules described above.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Google, Inc.

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

1301 Clay St Ste 300N
Oakland, CA 94612-5224

Telephone: (510)637-3300
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.