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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

11 GRUPO CULTURAL AFROREGGAE, a
12 non-governmental organization,

13 Plaintiff,

14 v.

15 GOOGLE, Inc., a Delaware corporation,
16 GOOGLE BRASIL INTERNET LTDA., a
Brazilian limited liability company, and
17 DOES 1-20,

18 Defendants.

Case No. 16CV300259

COMPLAINT FOR:

- 19 (1) BREACH OF JOINT VENTURE/PARTNERSHIP AGREEMENT
- 20 (2) BREACH OF IMPLIED JOINT VENTURE/PARTNERSHIP AGREEMENT
- 21 (3) UNFAIR COMPETITION IN VIOLATION OF BUS. & PROF. CODE SECTION 17200
- 22 (4) BREACH OF FIDUCIARY DUTY
- 23 (5) QUANTUM MERUIT
- 24 [JURY TRIAL DEMANDED]

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1 Plaintiff Grupo Cultural AfroReggae (“AfroReggae”) alleges as follows:

2 **THE NATURE OF THE ACTION**

3 1. This case is about Google, Inc. and Google Brasil Internet Ltda. (“Google Brasil”)
4 usurping a social and cultural project to benefit favela residents created by their long-time partner,
5 Brazilian non-profit AfroReggae. Google cut AfroReggae from their partnership so Google could
6 claim all the accolades and recognition from the project for themselves.

7 2. AfroReggae is a not-for-profit that promotes justice and inclusion in the favelas through
8 art, African-Brazilian culture, and education. AfroReggae and one of its founders, José Pereira de
9 Oliveira Júnior (“José Júnior”), are recognized in Brazil and internationally as leaders in the fields of
10 cultural awareness, social inclusion, social activism and entrepreneurship, and music and the arts.

11 3. In 2012, AfroReggae, in collaboration with J. Walter Thompson Brazil (“JWT”),
12 realized that the favelas in Rio de Janeiro and elsewhere in Brazil were literally “gray space” on
13 digital maps with no demarcation of roads, businesses, schools, restaurants, hospitals, and cultural
14 landmarks. They developed a campaign called “Tá No Mapa” (in English, “Be on the Map”) to
15 “break the wall between the favelas and the world” by putting them on the map and bringing the
16 stories of people living within the favelas to light, street-by-street. The project’s website, which
17 includes a video about the effort, can be found at: <http://www.tanomapa.org/>. AfroReggae and JWT
18 envisioned expanding the geographical and substantive scope of the project, including adding videos
19 to promote a better understanding of favela residents and dispel harmful stereotypes.

20 4. In 2014, Google, Inc., through Google Brasil (Google, Inc. and Google Brasil,
21 collectively “Google”) became a partner in Tá No Mapa. Together, the partners mapped 25 favelas
22 and created videos of favela life and culture. Beginning in late 2015, the partners created the next
23 generation of the project, revamping Tá No Mapa to create an immersive, online experience, which
24 they called “Tá No Mapa 2.0” before ultimately giving it the official name “Além do Mapa” (in
25 English, “Beyond the Map”).

26 5. With global attention fixed on Rio de Janeiro in the run-up to the 2016 Summer
27 Olympic Games, the partners worked together to launch Beyond the Map. However, on the day of
28 the launch, Google unveiled a massive Google-only branded marketing campaign that completely

1 excluded AfroReggae. Google promoted Beyond the Map in magazines, in passenger materials with
2 local airlines, and on the Internet, including a virtual reality experience with Google's Cardboard
3 3-D glasses. Google gave no partnership credit to AfroReggae for Beyond the Map in any aspect of
4 the campaign. When AfroReggae complained, Google claimed the project belonged to them and
5 belatedly offered AfroReggae a mere "with the support of" credit on the website, thus necessitating
6 this litigation.

7 THE PARTIES, JURISDICTION AND VENUE

8 6. Plaintiff Grupo Cultural AfroReggae is a non-governmental organization with its
9 principal place of business in Rio de Janeiro, Brazil.

10 7. Google, Inc. is a Delaware corporation with its principal place of business at 1600
11 Amphitheater Parkway, Mountain View, California 94043.

12 8. Google Brasil Internet Ltda. ("Google Brasil"), is a limited liability company formed
13 under the laws of Brazil with its principal place of business at Avenue Brigadeiro Faria Lima, No.
14 3477, Pátio Victor Malzoni, 18th floor Itaim Bibi Sao Paulo - SP, 04538-133 Brazil. Google, Inc. is
15 a quotaholder of Google Brasil.

16 9. Plaintiff is informed and believes and on that basis alleges that Google Brasil is
17 responsible for marketing and sales in Latin America on behalf of Google, Inc., and that Google Inc.
18 exercises control over Google Brasil.

19 10. Plaintiff is informed and believes and on that basis alleges that Google Brasil's contacts
20 in California are substantial, continuous, and systematic such that this Court may lawfully exercise
21 general jurisdiction over it. Plaintiff is further informed and believes and on that basis alleges that
22 Google Brasil has such minimum contacts with the State of California that the assertion of specific
23 jurisdiction by this Court over it does not violate traditional notions of fair play and substantial
24 justice.

25 11. Plaintiff does not know the true names and capacities of the Defendants sued herein as
26 DOES 1 through 20, inclusive, and therefore sues these Defendants by such fictitious names.
27 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
28 Plaintiff believes that each of the fictitiously named Defendants is responsible in some manner for

1 the occurrences herein alleged, and that Plaintiff's injuries as herein alleged were proximately
2 caused by their conduct.

3 12. Plaintiff is informed and believes and on that basis alleges that at all relevant times, each
4 of the Defendants was the agent of each of the remaining Defendants, and in doing what is alleged,
5 was acting within the course and scope of such agency.

6 13. Plaintiff is informed and believes and on that basis alleges that each of the Defendants
7 were involved in a joint venture, and/or were the successor and assigns of each other.

8 14. Plaintiff is informed and believes and on that basis alleges that Google, Inc. is liable for
9 the acts of Google Brasil alleged in this complaint as its alter ego. Recognition of the privilege of
10 separate existence would promote injustice because Google, Inc. organized and controlled Google
11 Brasil so that it is now, and at all times mentioned in this complaint was, merely an instrumentality,
12 agency, conduit, or adjunct of Google, Inc. and Google, Inc., in bad faith dominated and controlled
13 Google Brasil as follows: by using Google Brasil as a mere shell or conduit for Google, Inc.'s affairs
14 in Brazil and/or Latin America, and/or by otherwise dominating and controlling Google Brasil such
15 that the separateness of the entity has ceased.

16 15. Pursuant to Code of Civil Procedure Section 395.5, venue is proper in this County and
17 judicial district because Defendant Google, Inc.'s principal place of business is within the County.

18 GENERAL ALLEGATIONS

19 I. AfroReggae's Background and Mission

20 16. AfroReggae was founded in 1993 in the favela of Vigário Geral in Rio de Janeiro. The
21 group's mission is to promote justice and inclusion in the favelas through art, African-Brazilian
22 culture, and education. José Júnior is one of AfroReggae's founders.

23 17. AfroReggae exists to transform the harsh reality that children and young people must
24 endure in the favelas, where they have limited opportunities. AfroReggae promotes peace in the
25 favelas and steers young people away from drug trafficking gangs that are present in many of the
26 favelas. As a result, AfroReggae has been the target of violent attacks, believed to be perpetrated by
27 these gangs.

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1 18. José Júnior understands that the favelas have a vibrant culture of music, dance and
2 stories that interests the world. His strategy is to produce and market favela youth culture in such a
3 way that it provides ever-growing numbers of favela youth with a positive way out of poverty.

4 19. AfroReggae facilitates local cultural expressions of music, dance, and theater through
5 workshops, classes and events within the favelas. The Vigário Geral Cultural Center, located in the
6 heart of the Vigário Geral favela, is AfroReggae's main center. It has hosted events featuring
7 numerous cultural dignitaries from Brazil, such as Caetano Veloso and Gilberto Gil (two of Brazil's
8 most famous musicians and bossa nova icons), and from around the world, such as Madonna, Spike
9 Lee, Quincy Jones, and Pedro Almodóvar.

10 20. AfroReggae receives sponsorship from preeminent global organizations and its projects
11 take place throughout Brazil and globally, including in various African countries and in India,
12 Colombia, China, England, France, and the United States.

13 21. On its own and in partnership with numerous companies and governmental and non-
14 governmental organizations, AfroReggae has dozens of projects ongoing at any given time. By way
15 of example, AfroReggae created the *Employability Project* in partnerships with the private sector to
16 help ex-convicts and others abandon crime and reenter the labor market. As one of AfroReggae's
17 flagship programs, the project includes former drug users, traffickers, and gang leaders. In 2013,
18 AfroReggae created a project called *Beyond the Rainbow* to provide social care, education, and
19 professional training to transgender persons. The project is described as: "Promoting social inclusion
20 of transvestites and transsexuals through the exercise of citizenship, integration into the labor market
21 and guarantee [of] civil and social rights."

22 22. As an example of a joint partnership project, AfroReggae has teamed up with UNESCO
23 (the United Nations Educational, Scientific and Cultural Organization) in the development of the
24 AfroReggae Orchestra to teach classical music to young favela residents. The AfroReggae Orchestra
25 has presented at festivals, on television, and has played nationally (Rio de Janeiro and São Paulo)
26 and internationally (Paris, France).

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1 23. AfroReggae and José Júnior have received numerous awards and recognition.

2 24. In 2000, AfroReggae was received at the White House and presented with the “Stop
3 Racism” Award. In 2002, former Brazilian president Luis Inácio Lula da Silva awarded the group
4 with the Cultural Merit Order. In 2005, AfroReggae and another of its founders were the subject of a
5 documentary titled *Favela Rising* directed by American filmmakers Jeff Zimbalist and Matt
6 Mochary. The documentary received much critical acclaim and won 36 awards, including Best
7 Documentary at the New York Latino Film Festival, the Cinema Paradise Film Festival, the Leeds
8 International Film Festival and the Sydney International Film Festival, and Best Feature by the
9 International Documentary Association. In 2014, AfroReggae received the honorary *Order of Rio*
10 *Branco* awarded by Brazil’s Ministry of Foreign Relations in recognition of its long record of
11 providing services to society of great impact and relevance.

12 25. José Júnior has been similarly lauded. In 1994, José Júnior was elected to the Ashoka
13 Fellowship, which is a select network of the world’s leading social entrepreneurs with fellows in 89
14 countries. In 2006, José Júnior was elected as a *Young Leader for the World Future* at the World
15 Economic Forum in Davos, Switzerland. In 2007, he received the *Canta Brazil Award* in the
16 category of Human Rights. In 2013, he was awarded the “Carioca of the Year” by *Veja Rio*. In 2014,
17 he was awarded the Fellowship of Queen Mary by the Queen Mary University of London in
18 recognition for his inspirational leadership of AfroReggae and social achievements.

19 **II. The Development of Tá No Mapa**

20 26. In 2012, AfroReggae in collaboration with JWT, developed the Tá No Mapa project.
21 They realized that the digital maps of the favelas in Rio de Janeiro and elsewhere in Brazil, unlike
22 the affluent Rio de Janeiro communities such as Ipanema, Leblon, and Copacabana, contained no
23 demarcation of roads, businesses, schools, restaurants, hospitals, and cultural landmarks. In the
24 digital world the favelas were, for all intents and purposes, empty space. AfroReggae set out to fill-
25 in the “gray space” by mapping the roads, businesses and other points of interest and to tell the
26 stories of the people who lived there.

27 27. Tá No Mapa sought to empower local residents to participate in the digital street
28 mapping of the favelas and facilitate civic engagement. José Júnior’s relationships and credibility

1 within the favela communities and, in particular, the favela youth, were essential to obtaining the
2 “buy-in” of the favela communities and ensuring the access, safety, and robust participation
3 necessary for the success of the project. José Júnior is the heart and soul of the project.

4 28. From the beginning, the plan was to start with mapping the Brazilian favelas and sharing
5 the stories of their residents to promote a better understanding of the people who live there, and
6 dispel harmful stereotypes.

7 29. Google was asked to participate at the outset of the project but declined, despite
8 commenting that the project was interesting and worthwhile. Google later stated that it would put the
9 Tá No Mapa project in its pipeline but did not commit to participate.

10 30. In the meantime, AfroReggae moved forward with the project without Google and
11 mapped their first favela, Parada de Lucas, using Maplink’s mapping technology and software.
12 Production commenced in September 2013.

13 31. Due to the efforts of AfroReggae, Tá No Mapa was launched with great success. The
14 effort received immediate coverage from TV channels, newspapers, sites, blogs and social media,
15 and had a powerful social impact. It also won multiple international awards, including a prestigious
16 Silver Lion and Bronze Lion at the *Cannes Lions International Festival of Creativity* in June 2014.
17 The Silver Lion was in “Cyber” for “Community Building/Management,” and the Bronze Lion was
18 in “PR” for “Use of Digital Platforms.” AfroReggae directly benefited from the increased visibility
19 generated by Tá No Mapa.

20 **III. Google Joins in Tá No Mapa, Forms a Joint Venture/Partnership with AfroReggae**

21 32. After Parada de Lucas was mapped, and at the same time that Tá No Mapa was
22 receiving international recognition and acclaim, Google decided to participate.

23 33. Initially, Google provided money and equipment to map one favela, which was
24 completed in the latter part of 2014. Tá No Mapa progressively grew in scope and, over the next
25 year and a half, AfroReggae and Google mapped 25 favelas in Rio de Janeiro. AfroReggae led
26 strategy and specific plans for mapping each favela, while Google provided funding and mapping
27 equipment. José Júnior and AfroReggae’s relationships with favela residents enabled the partners to
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1 obtain the local participation and support necessary to safely, efficiently, and effectively implement
2 Tá No Mapa in each community.

3 34. A website for Tá No Mapa - <http://www.tanomapa.org/> - was designed and launched. In
4 addition to digital maps of the favelas, the website includes photographs of businesses and residents,
5 a video about the project, and a social media feed.

6 35. When Google joined the project, Maplink's logo was removed from the Tá No Mapa
7 website and replaced with Google's logo, all at Google's request. To this day, the logos of partners
8 Google and AfroReggae appear at the bottom of the homepage on the same level, in roughly equal
9 size.

10 36. As the favelas were mapped, the data was published on Tá No Mapa's website and
11 through Google Maps.

12 37. In 2015, AfroReggae in partnership with Google, created a series of three videos for use
13 in connection with Tá No Mapa. The videos featured stories about people living in the favelas. The
14 plan was to publish the videos through Youtube and link the videos to the Tá No Mapa website.
15 These videos were later used in the next stage of Tá No Mapa now at issue.

16 38. In November 2015, AfroReggae told Google that it was important to strengthen their
17 partnership and improve and grow Tá No Mapa. AfroReggae asked Google to provide a further
18 commitment, including use of Google Street View + 360 Virtual Reality technology. Google
19 responded positively and, the partners agreed to revamp Tá No Mapa to take advantage of the latest
20 technology and keep the project relevant.

21 39. From November 2015 through August 2016, AfroReggae and Google had numerous
22 meetings and conversations to implement this next stage of Tá No Mapa. The partners wanted to
23 expand the scope of the project with an emphasis on sharing inspiring stories from the communities
24 and highlighting businesses and points of interest through the use of videos. In addition, AfroReggae
25 recommended that they map favelas adjacent to the sites for the upcoming Olympics Games in Rio
26 de Janeiro.

27 40. At a March 2016 meeting at Google's office in São Paulo, Google's representatives
28 suggested that the videos feature some of Brazil's famous cultural figures. José Júnior rejected the

1 idea, insisting that the concept of the project from the inception of Tá No Mapa is about raising
2 awareness about the people, places, and culture of the favelas. Instead, José Júnior recommended
3 that the videos feature “ambassadors” from the favelas. José Júnior and others from AfroReggae
4 made other recommendations for the content of the videos and the plans to implement the filming of
5 them.

6 41. In an email dated March 28, 2016, Google named the new stage of the project “Tá No
7 Mapa 2.0” to signify the next generation or stage of Tá No Mapa. For months, Google and
8 AfroReggae referred to this iteration of Tá No Mapa as “Tá No Mapa 2.0” or “Tá No Mapa 2016”
9 (collectively, “Tá No Mapa 2.0”).

10 42. In May 2016, Susana Ayarza, Google Brasil’s Head of B2B Marketing Latin America,
11 reported that she had traveled to California to more fully present to Google, Inc. the above-described
12 expansion and development of the Tá No Mapa project. She specifically reported that Google, Inc.
13 was enthusiastic and wanted to continue moving forward with the project with AfroReggae.

14 43. Throughout early to mid-2016, AfroReggae and Google worked together to produce a
15 series of videos that AfroReggae had understood were to be used in Tá No Mapa 2.0. One of these
16 videos features José Júnior describing how AfroReggae and Google are “partners” in mapping the
17 favelas and making its people and culture known to the world. AfroReggae offered the use of its
18 video production staff and facility to film the videos for Tá No Mapa 2.0. Ms. Ayarza said that
19 Google could not do so because the funding and the special equipment necessary for the 360 Virtual
20 Reality filming were coming from California. AfroReggae participated in the filming, both at
21 filming sites and by coordinating operations from its office in Rio de Janeiro.

22 44. At a meeting with AfroReggae, Google representatives said that Tá No Mapa 2.0 would
23 be formally named “Além do Mapa” and, in English, “Beyond the Map.” It was AfroReggae’s
24 understanding that the new name did not affect the nature of the project or the relationship between
25 AfroReggae and Google with respect thereto.

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1 **IV. Google and AfroReggae Plan to Launch Beyond the Map to Capitalize on the Rio**
2 **Olympics; Google Then Fails to Acknowledge AfroReggae as a Partner**

3 45. Throughout the formulation of Além do Mapa / Beyond the Map, the partners focused
4 on taking advantage of the media spotlight provided by the 2016 Summer Olympic Games in Rio de
5 Janeiro (the “Rio Olympics”).

6 46. In early July, Google requested that AfroReggae help with the preparation of content for
7 Além do Mapa / Beyond the Map and with marketing to promote the launch. Google requested that
8 AfroReggae provide content, such as photographs from the favelas, for inclusion on Beyond the
9 Map. AfroReggae also provided, at Google’s request, portions of videos previously prepared by
10 AfroReggae and Google in 2015. Google used that material in videos that were ultimately featured
11 on Além do Mapa / Beyond the Map.

12 47. Google also requested that AfroReggae implement their joint plan to distribute 5,000
13 3-D cardboard glasses for use in the marketing campaign around the launch of Além do Mapa /
14 Beyond the Map.

15 48. On July 29, 2016, days before the commencement of the Rio Olympics, Google held an
16 event to launch Além do Mapa / Beyond the Map. AfroReggae was invited to attend. Toward the
17 conclusion of the event, Google announced the release of Além do Mapa / Beyond the Map on its
18 Arts & Culture page. To AfroReggae’s astonishment, the Além do Mapa / Beyond the Map project
19 credited only Google and made no mention of AfroReggae.

20 49. At the time, AfroReggae believed this was an oversight by Google and trusted its
21 partner to make it right. Indeed, Google’s stated purpose for Além do Mapa / Beyond the Map is to
22 take viewers “beyond the map,” on a virtual tour of the favelas and change how people perceive the
23 favelas, as AfroReggae and Google agreed to do. AfroReggae is informed and believes and on that
24 basis alleges that Google plans to expand Além do Mapa / Beyond the Map across Brazil and the
25 globe.

26 50. On August 1, 2016, Google Brasil’s Product Marketing Manager, Luiz Guilherme
27 Brandão, sent an email to AfroReggae’s Deputy Executive Director regarding Além do Mapa /
28 Beyond the Map in which he wrote “[o]brigado pela ajuda e parceria na reta final desse

1 lançamento[]" or, translated in English, "[t]hanks for the help **and partnership** in the final stretch
2 of this launch (emphasis added)".

3 51. On August 2, 2016, after AfroReggae complained that Além do Mapa / Beyond the Map
4 did not acknowledge AfroReggae as a partner, Google took the position that the project solely
5 belonged to Google. Google belatedly offered to give AfroReggae some credit, but only in the form
6 of a "made with the help of" credit on the website. Google then demanded that AfroReggae agree to
7 license the use of AfroReggae's name and brand for that credit, and sign a written agreement – titled
8 "Partnership Agreement" – to license AfroReggae's brand. When AfroReggae refused to sign and
9 complained that Google was breaching their joint venture and partnership by co-opting
10 AfroReggae's ideas and work, Google did not budge, maintaining that the project always belonged
11 to Google.

12 52. Since that time, including throughout the course of the Rio Olympics, Google has
13 published Além do Mapa / Beyond the Map on its Arts and Culture webpage, featured on Além do
14 Mapa / Beyond the Map the video of José Júnior describing AfroReggae's partnership with Google,
15 published marketing material for the initiative in magazines, and distributed promotional cardboard
16 3-D glasses; all without accrediting AfroReggae, and has thereby unlawfully profited from it.

17 53. At present, Google prominently features Além do Mapa / Beyond the Map on its Arts
18 and Culture webpage: <https://www.google.com/culturalinstitute/beta/project/rio-de-janeiro>.
19 AfroReggae is informed and believes and on that basis alleges that this webpage is hosted by
20 Google, Inc. in the United States. In addition, AfroReggae is informed and believes and on that basis
21 alleges that the webpage <https://beyondthemap.withgoogle.com/> purports to be a product and service
22 provided by Google, Inc. Lastly, AfroReggae is informed and believes that Google has directed web
23 searches for Tá No Mapa to Além do Mapa / Beyond the Map, and has otherwise diverted visits
24 away from AfroReggae's own website, thereby further damaging AfroReggae.

25 54. Google completely disregarded the promises it made and the duties it owed to
26 AfroReggae when it partnered for nearly two years in Tá No Mapa and developed the next stage of
27 the project, only to launch Além do Mapa / Beyond the Map on its own website for its sole benefit
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1 and profit, thereby depriving AfroReggae of the good will, visibility, and other benefits as its partner
2 in the project.

3 **FIRST CAUSE OF ACTION**
4 **FOR BREACH OF JOINT VENTURE / PARTNERSHIP AGREEMENT**
5 **(Against Google, Inc., Google Brasil and Does 1-20)**

6 55. AfroReggae repeats and re-alleges paragraphs 1 through 54 of the Complaint as if fully
7 set forth herein.

8 56. As described herein, in 2014, AfroReggae and Google entered into an oral joint venture
9 / partnership agreement to digitally map favelas and use the latest technology to share the inspiring
10 stories of favela inhabitants and transform perceptions of them while sharing the benefits of this
11 social entrepreneurship (the "Agreement"). The Agreement included expanding on Tá No Mapa
12 through the next stage of the project – Além do Mapa / Beyond the Map.

13 57. As part of the Agreement, AfroReggae would participate in mapping the favelas and
14 identifying representative inhabitants, businesses, and points of interest with financial support and
15 equipment provided by Google and would receive, among other benefits, attribution on the Além do
16 Mapa / Beyond the Map website as a partner on the project.

17 58. At all times, AfroReggae performed all conditions, covenants and promises required to
18 be performed on its part in accordance with the terms of the Agreement, unless performance of such
19 conditions, covenants and promises was excused.

20 59. Google breached the Agreement by, among other things, repudiating the existence of the
21 Agreement, usurping the project idea as their own venture and failing to accurately credit
22 AfroReggae as a partner in the work, instead characterizing AfroReggae as a supplier to Google and
23 providing no attribution.

24 60. As a direct and proximate cause of Google's breaches of the Agreement, AfroReggae
25 has been damaged and continues to be damaged in an amount presently unknown, but to be proven
26 at trial. The amount of damages is in excess of the jurisdictional limits of the Court.

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2 **SECOND CAUSE OF ACTION**
3 **FOR BREACH OF IMPLIED JOINT VENTURE / PARTNERSHIP AGREEMENT**
4 **(Against Google, Inc., Google Brasil and Does 1-20)**

5 61. AfroReggae repeats and re-alleges paragraphs 1 through 54 of the Complaint as if fully
6 set forth herein, but pleads this claim in the alternative to the First Claim for Relief.

7 62. In 2014, AfroReggae and Google entered into an oral joint venture / partnership
8 agreement to digitally map favelas and use the latest technology to share the inspiring stories of
9 favela inhabitants and transform perceptions of them while sharing the benefits of this social
10 entrepreneurship (the "Agreement"). The Agreement ultimately included expanding on Tá No Mapa
11 through the next stage of the project – Além do Mapa / Beyond the Map.

12 63. By collaborating to map 25 favelas in Rio de Janeiro and develop Além do Mapa /
13 Beyond the Map, including requesting that AfroReggae formulate strategy and create video and
14 other content on the venture's behalf, Google manifested the intent to form and operate a joint
15 venture / partnership with AfroReggae. Google was aware that AfroReggae performed these and
16 other acts in furtherance of the joint venture / partnership in expectation of joint ownership,
17 attribution, and increased publicity and goodwill, particularly given the media coverage and
18 attention to Brazil and Rio resulting from the Rio Olympics.

19 64. At all times, AfroReggae performed all conditions, covenants and promises required to
20 be performed on its part in accordance with the terms of the Agreement, unless performance of such
21 conditions, covenants and promises was excused.

22 65. Google breached the Agreement by, among other things, repudiating the existence of the
23 Agreement, usurping the project idea as their own venture, and failing to accurately credit
24 AfroReggae as a partner in the work, instead characterizing AfroReggae as a supplier to Google and
25 providing no attribution.

26 66. As a direct and proximate cause of Google's breaches of the Agreement, AfroReggae
27 has been damaged and continues to be damaged in an amount presently unknown, but to be proven
28 at trial. The amount of damages is in excess of the jurisdictional limits of the Court.

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2 **THIRD CAUSE OF ACTION**
3 **FOR UNFAIR COMPETITION – VIOLATION OF BUS. & PROF. CODE § 17200 ET SEQ.**
4 **(Against Google, Inc., Google Brasil and Does 1-20)**

5 67. AfroReggae repeats and re-alleges paragraphs 1 through 54 of the Complaint as if fully
6 set forth herein.

7 68. AfroReggae lost property in the form of its partnership interest in the content of Além
8 do Mapa / Beyond the Map.

9 69. Google's conduct, as described herein, constitutes an unfair, unlawful or fraudulent
10 business practice in violation of Section 17200 et seq. of the California Business and Professions
11 Code.

12 70. More particularly, Google's misrepresentations and breach of the partnership agreement
13 between AfroReggae and Google are unfair, unlawful or fraudulent practices.

14 71. As a direct and proximate result of such conduct, AfroReggae has been damaged and
15 continues to be damaged in an amount presently unknown, but to be proven at trial.

16 72. AfroReggae is entitled to restitution as a result of Google's unfair business practice.

17 73. AfroReggae is entitled to preliminary and permanent injunctive relief preventing the
18 continuance of Google's unfair, unlawful or fraudulent business practice as described herein.

19 **FOURTH CAUSE OF ACTION**
20 **FOR BREACH OF FIDUCIARY DUTY**
21 **(Against Google, Inc., Google Brasil and Does 1-20)**

22 74. AfroReggae repeats and re-alleges paragraphs 1 through 54 of the Complaint as if fully
23 set forth herein.

24 75. At all relevant times, Google owed AfroReggae fiduciary duties of loyalty and care as
25 partners.

26 76. Google has breached their fiduciary duties to AfroReggae by, among other acts and
27 omissions, repudiating the existence of the Agreement, misrepresenting the nature of the relationship
28 between Google and AfroReggae with respect to Além do Mapa / Beyond the Map, repeatedly

1 refusing and failing to accurately credit AfroReggae for its work on Além do Mapa / Beyond the
2 Map and usurping the opportunity created by the partnership for Google's own benefit.

3 77. As a direct and proximate result of such conduct, AfroReggae has been damaged and
4 continues to be damaged in an amount presently unknown, but to be proven at trial.

5 78. Google's conduct was committed with recklessness, oppression and/or malice sufficient
6 to warrant punitive damages.

7 **FIFTH CAUSE OF ACTION**

8 **FOR QUANTUM MERUIT**

9 **(Against Google, Inc., Google Brasil and Does 1-20)**

10 79. AfroReggae repeats and re-alleges paragraphs 1 through 54 of the Complaint as if fully
11 set forth herein.

12 80. At Google's request, AfroReggae made substantial contributions to Além do Mapa /
13 Beyond the Map, including but not limited to: building and leveraging existing and new community
14 connections; developing plans to map the featured favelas using local residents and to share
15 inspiring stories from these communities; providing Google and its agents access into the favelas;
16 and formulating strategy, assisting with the production of, and curating video and other content for
17 Além do Mapa / Beyond the Map.

18 81. These services were of a direct and substantial benefit to Google, and Google did not
19 pay or otherwise compensate AfroReggae for them.

20 82. Therefore, there is an agreement implied in law to pay AfroReggae the reasonable
21 values of their services.

22 83. AfroReggae should be granted restitution as a result of Google's unjust enrichment in an
23 amount to be proven at trial.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff Grupo Cultural AfroReggae prays for judgment against each of the
26 Defendants, jointly and severally, as follows:

- 27 1. For compensatory damages in excess of the jurisdictional minimum of this Court,
28 according to proof at trial;

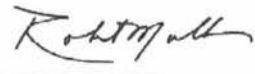
CYPRESS LLP
11111 Santa Monica Boulevard Suite 800
Los Angeles, California 90025
(424) 901-0123

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2. For equitable relief, including but not limited to restitution;
3. For exemplary and/or punitive damages;
4. For interest on the principal sum awarded above at the applicable rates according to proof;
5. For attorneys' fees and costs of suit herein incurred;
6. For an injunction to prevent the continuance of Google's unfair, unlawful or fraudulent business practice;
7. For such other and further legal and equitable relief as the court may deem just and proper.

Dated: September 22, 2016

CYPRESS LLP

By: 
Robert J. Muller
Attorneys for Plaintiff Grupo Cultural AfroReggae

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

ADDITIONAL PARTIES ATTACHMENT FORM IS ATTACHED

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GRUPO CULTURAL AFROREGGAE, a non-governmental organization,

FILED
FOR-COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

SEP 23 2016

David H. Yamasaki, Clerk of the Superior Court
County of Santa Clara, California

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Clara Superior Court

Downtown Superior Court
191 N. First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso) 13C07300250

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Cypress LLP, 11111 Santa Monica Blvd., Suite 500, Los Angeles, CA 90025; 424-901-0123

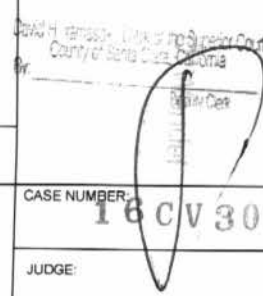
DATE: SEP 23 2016 DAVID H. YAMASAKI Clerk, by Deputy
(Fecha) Chief Executive Officer, Clerk (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robert J. Muller, SBN 189651/Laura Premi, SBN 211492 Cypress LLP 11111 Santa Monica Blvd., Suite 500 Los Angeles, CA 90025 TELEPHONE NO: 424-901-0123 FAX NO: 424-750-5100 ATTORNEY FOR (Name): Plaintiffs Grupo Cultural AfroReggae, et al.		FOR COURT USE ONLY FILED SEP 23 2016 
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court		
CASE NAME: Grupo Cultural AfroReggae, et al. v. Google, Inc., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 16 CV 300259 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **Five (5)**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 22, 2016
Laura Premi

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.