

FILED

2016 Nov 22 P 1:45

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

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2 Ethan G. Solove, Esq. (State Bar No. 308026)  
3 STRUCTURE LAW GROUP, LLP  
4 1754 Technology Drive, Suite 135  
5 San Jose, California 95110  
6 Telephone: (408) 441-7500  
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8 Attorneys for Plaintiff  
9 ELECTRIC MOVEMENT, INC.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SANTA CLARA 16 CV 303045

12 ELECTRIC MOVEMENT, INC., a  
13 California corporation,

14 Plaintiff,

15 v.

16 GOOGLE INC., a Delaware corporation,  
17 and DOES 1 through 100, inclusive,

18 Defendants.

CASE NO.

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;
- 2. QUANTUM MERUIT;
- 3. OPEN BOOK ACCOUNT;
- 4. CONVERSION; and
- 5. UNLAWFUL EVICTION

BY FAX

Unlimited

19 Plaintiff Electric Movement, Inc. alleges as follows:

20 THE PARTIES

21 1. Electric Movement, Inc. ("Plaintiff") is a California corporation with its principal  
22 place of business located in Santa Clara County, California.

23 2. On information and belief, Defendant Google Inc. ("Google") is a Delaware  
24 corporation qualified to do business in California, with its principal place of business in  
25 California located at 1600 Amphitheatre Parkway, Mountain View, in Santa Clara County,  
26 California.

27 3. The true names and capacities, whether individual, corporate, associate or  
28 otherwise of Defendants named herein as Does 1 through 100, inclusive, are unknown to Plaintiff,  
who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes,  
and thereon alleges, that each of the fictitiously named Defendants proximately caused damages

1 to Plaintiff as alleged herein and/or is responsible for the acts complained of herein. Plaintiff will  
2 seek leave of Court to amend this Complaint when the true identities of such Doe Defendants  
3 have been ascertained.

4 **VENUE**

5 4. Venue is proper in this County because the contract that is the subject of this  
6 action contains a governing law selection clause (Section 12.18) providing that claims arising out  
7 of the contract will be litigated exclusively in the Federal or State Court of Santa Clara County.  
8 Further, the contract was entered into and performed in this County.

9 **GENERAL ALLEGATIONS**

10 5. Beginning in or around August 2014, Google requested that Plaintiff provide  
11 robotics development for Google food services. This project was and is hereinafter referred to as  
12 "Project Lunchbox." Commencing in or around August 2015, Google granted permission for  
13 Plaintiff to possess premises owned by Google and located at 950 Linda Vista Avenue in  
14 Mountain View, California ("Premises"), so that Plaintiff could use the Premises to work on  
15 Project Lunchbox.

16 6. In December of 2015 and after approximately a year of Plaintiff working on  
17 Project Lunchbox, Google presented Plaintiff with a written Inbound Services Agreement  
18 ("ISA") to govern the contractual relationship between the parties. Plaintiff signed and returned  
19 the ISA, in the form presented by Google, on or about December 16, 2015. Google did not return  
20 a counter-signed version of the ISA to Plaintiff. A true and correct copy of the ISA is attached  
21 hereto as **Exhibit A**.

22 7. Plaintiff performed services as requested by Google and invoiced Google  
23 accordingly. Google made payments to Plaintiff on numerous invoices.

24 8. On or about July 11, 2016, Google provided Plaintiff with an End of Services  
25 Notice triggering a termination of the ISA in accordance with Section 11. Per the End of Services  
26 Notice, Plaintiff stopped work on Project Lunchbox and thereafter invoiced Google for services  
27 performed through the termination date.

28



1 15. Plaintiff performed all of its obligations under the contract, which involved  
2 Plaintiff's work on Project Lunchbox.

3 16. Google breached the contract by refusing to pay Plaintiff for Plaintiff's work under  
4 the contract. Plaintiff has invoiced Google, *see Exhibits B and C*, and has repeatedly requested  
5 payment, but Google has failed and refused to pay Plaintiff.

6 17. As a direct and proximate result of Google's breach, Plaintiff has been harmed in  
7 the principal amount of at least \$410,637.56 exclusive of interest.

8 Wherefore, Plaintiff prays for relief as set forth below.

9 **SECOND CAUSE OF ACTION**

10 **(QUANTUM MERUIT)**

11 18. Plaintiff realleges and incorporates herein by reference all preceding paragraphs  
12 inclusive, of this Complaint as though fully set forth herein.

13 19. In or around August 2014, Google requested that Plaintiff perform services for  
14 Google's benefit.

15 20. Plaintiff performed the services as requested to Google's benefit.

16 21. Although Google paid Plaintiff for services provided in 2014 and 2015, Google  
17 has not paid Plaintiff for certain services provided in 2016.

18 22. The reasonable value of the services that were provided and not paid for is at least  
19 \$410,637.56.

20 Wherefore, Plaintiff prays for relief as set forth below.

21 **THIRD CAUSE OF ACTION**

22 **(OPEN BOOK ACCOUNT)**

23 23. Plaintiff realleges and incorporates herein by reference all preceding paragraphs  
24 inclusive, of this Complaint as though fully set forth herein.

25 24. Plaintiff and Google had financial transactions related to work that Plaintiff  
26 performed for Google and for which Google was supposed to pay Plaintiff.

27 25. Plaintiff kept an account of the debits and credits involved in the transactions.

28 26. Google owes Plaintiff money on the account in the amount of \$410,637.56.

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Wherefore, Plaintiff prays for relief as set for below.

**FOURTH CAUSE OF ACTION  
(CONVERSION)**

27. Plaintiff realleges and incorporates herein by reference all preceding paragraphs inclusive, of this Complaint as though fully set forth herein.

28. Plaintiff possessed certain equipment which it kept at the Premises with Google's knowledge and permission.

29. Google intentionally and substantially interfered with Plaintiff's property by raiding the Premises on or about July 27, 2016 without any notice and confiscating Plaintiff's equipment.

30. Since then, Google has prevented Plaintiff from having access to equipment and has refused to return Plaintiff's equipment after Plaintiff demanded its return.

31. Plaintiff did not consent to Google's raiding of the Premises and confiscation of Plaintiff's permission, nor has it consented to Google's refusal to allow Plaintiff access to Plaintiff's equipment or refusal to return Plaintiff's equipment.

32. Plaintiff has been harmed by Google's improper raiding of the Premises and confiscation of Plaintiff's equipment. Plaintiff's damages include but are not limited to the value of the equipment converted and also the damages resulting from not having access to Plaintiff's prototype equipment.

Wherefore, Plaintiff prays for relief as set for below.

**FIFTH CAUSE OF ACTION  
(UNLAWFUL EVICTION)**

33. Plaintiff realleges and incorporates herein by reference all preceding paragraphs inclusive, of this Complaint as though fully set forth herein.

34. Plaintiff was rightfully and peacefully in possession of the Premises beginning in or around August 2015 to when Google wrongfully evicted Plaintiff on or around July 27, 2016. Google granted Plaintiff permission to possess the Premises in or around August 2015 so that Plaintiff could work on Project Lunchbox.

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35. On or around July 11, 2016, Plaintiff and Google agreed that Plaintiff would be permitted until August 12, 2016 to vacate the Premises.

36. Nevertheless, on or around July 27, 2016—over 2 weeks before the agreed-upon vacating date of August 12, 2016—Google raided the Premises and confiscated Plaintiff’s equipment. Thereafter, Google refused to allow Plaintiff access to the Premises or to Plaintiff’s equipment after Plaintiff requested it several times.

37. As a result of Google’s unlawful eviction of Plaintiff, Plaintiff has been harmed in the form of lost income, loss of employees, and reputational damage.

Wherefore, Plaintiff prays for relief as follows:

**PRAYER**

- 1. For monetary damages according to proof at trial;
- 2. For punitive damages according to proof at trial;
- 3. For a court order requiring Google to return Plaintiff’s equipment to Plaintiff.
- 4. For attorneys’ fees to the extent permitted by law;
- 5. For costs and expenses of suit incurred herein; and
- 6. For such other and further relief as the court may deem just and proper.

Date: November 22, 2016

STRUCTURE LAW GROUP, LLP

By:   
Mark R. Figueredo, Esq.  
Attorneys for Plaintiff  
ELECTRIC MOVEMENT, INC.

ORIGINAL

BY FAX

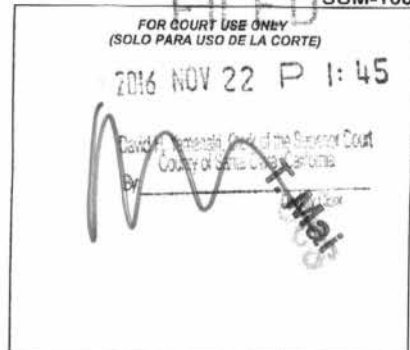
SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GOOGLE INC., a Delaware corporation, and DOES 1 through 100, inclusive

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

ELECTRIC MOVEMENT, INC., a California corporation



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 County Superior Court

191 North First Street San Jose, CA 95113

CASE NUMBER: (Número del Caso):

16CV303045

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): Mark Figueiredo, Structure Law Group LLP, 1754 Technology Dr #135, San Jose, CA 95116, 408-441-7500

NOV 22 2016

DAVID H. HAMEL Chief Executive Officer, Clerk

Clerk, by (Secretario) [Signature], Deputy (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
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of (specify):
3. [ ] 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):
4. [ ] by personal delivery on (date):



ORIGINAL

CM-010

FOR COURT USE ONLY

2016 NOV 22 P 1:45

David H. Yamamoto, Clerk of the Superior Court  
County of Santa Clara, California  
By: [Signature] Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Mark R. Figueiredo, Esq. (SBN 178850); Ethan G. Solove, Esq. (State Bar No. 308026)  
Structure Law Group, LLP  
1754 Technology Dr Ste 135  
San Jose, CA 95110  
TELEPHONE NO.: 408-441-7500 FAX NO.: 408-441-7501  
ATTORNEY FOR (Name): Plaintiff ELECTRIC MOVEMENT, INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara  
STREET ADDRESS: 191 North First Street  
MAILING ADDRESS:  
CITY AND ZIP CODE: San Jose, CA 95113  
BRANCH NAME:

CASE NAME:  
Electric Movement, Inc. v. Google Inc.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

Complex Case Designation  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
16 CV 303045

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:

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

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): 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: November 22, 2016  
Mark R. Figueiredo, Esq.

(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.

Page 1 of 2

BY FAX