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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

Hon. William J. Elfving
Dept. 3

FIRST AMENDED 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

[JURY TRIAL DEMANDED]

ENDORSED

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CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
DEPUTY

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FIRST AMENDED COMPLAINT

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(5) QUANTUM MERUIT

[JURY TRIAL DEMANDED]

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.

27 ///

28 ///

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).

27 23. AfroReggae and José Júnior have received numerous awards and recognition.
28

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

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

18 26. AfroReggae’s work to bring culture and peace to the favelas has not come without risk.
19 AfroReggae, and José Júnior individually, have been the target of violent attacks believed to be
20 perpetrated by drug gangs. In 2009, Evandro João da Silva, an AfroReggae coordinator, was
21 murdered. More recently, in 2013, AfroReggae’s headquarters in Vila Cruzeiro was subjected to
22 gunfire from assailants on motorcycles in what José Junior described as “an attack perpetrated by
23 drug traffickers against AfroReggae.” In July 2013, an arson attack destroyed a building in
24 Complexo Alemão shortly before its inauguration by AfroReggae for use as a facility for visiting
25 volunteers.

26 27. In response to those threats, numerous organizations and persons have come to the
27 support of AfroReggae, including international organizations (*e.g.*, the United Nations’ UNESCO),
28

1 political leaders (*e.g.*, Brazil’s former President Fernando Henrique Cardoso, artists (*e.g.*, celebrated
2 Brazilian director Carlos Diegues), and the media (*e.g.*, O’Globo), to name just a few.

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

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

11 29. Tá No Mapa sought to empower local residents to participate in the digital street
12 mapping of the favelas and facilitate civic engagement. José Júnior’s relationships and credibility
13 within the favela communities and, in particular, the favela youth, were essential to obtaining the
14 “buy-in” of the favela communities and ensuring the access, safety, and robust participation
15 necessary for the success of the project. José Júnior is the heart and soul of the project.

16 30. From the beginning, the plan was to start with mapping the Brazilian favelas and sharing
17 the stories of their residents to promote a better understanding of the people who live there, and
18 dispel harmful stereotypes.

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

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

25 33. A website for Tá No Mapa - <http://www.tanomapa.org/> - was designed and launched. In
26 addition to digital maps of the favelas, the website includes photographs of businesses and residents,
27 a video about the project, and a social media feed.
28

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

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

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

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

18 37. When Google joined the project, Maplink’s logo was removed from the Tá No Mapa
19 website and replaced with Google’s logo, all at Google’s request. To this day, the logos of partners
20 Google and AfroReggae appear at the bottom of the homepage on the same level, in roughly equal
21 size.

22 38. As the favelas were mapped, the data was published on Tá No Mapa’s website and
23 through Google Maps.

24 39. In 2015, AfroReggae in partnership with Google, created a series of three videos for use
25 in connection with Tá No Mapa. The videos featured stories about people living in the favelas. The
26 plan was to publish the videos through Youtube and link the videos to the Tá No Mapa website.
27 These videos were later used in the next stage of Tá No Mapa now at issue.
28

1 **IV. AfroReggae Introduces a New Idea to Improve Tá No Mapa and Capitalize on the**
2 **Upcoming 2016 Summer Olympic Games.**

3 40. On November 11, 2015, José Júnior wrote to Susana Ayarza, Google Brasil’s Head of
4 B2B Marketing Latin America and Luiz Guilherme Brandão, Google Brasil’s Product Marketing
5 Manager. In that email, José Júnior reminded Ms. Ayarza and Mr. Guilherme that, because of its
6 ongoing partnership with Google, AfroReggae had passed up on an opportunity to work with
7 Facebook. José Júnior further reminded Google that after AfroReggae had passed up on the
8 relationship with Facebook, Facebook engaged in a relationship with another Brazilian NGO. José
9 Júnior then told Ms. Ayarza and Mr. Guilherme that it was important for AfroReggae and Google to
10 maximize “our partnership” (“nossa parceria”). Again, in meetings with Google’s representatives,
11 AfroReggae told Google that it was important to strengthen their partnership and improve and grow
12 Tá No Mapa. AfroReggae asked Google to provide a further commitment, including use of Google
13 Street View + 360 Virtual Reality technology. Google responded positively and, the partners agreed
14 to revamp Tá No Mapa to take advantage of the latest technology and keep the project relevant.

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

21 42. At a March 2016 meeting at Google’s office in São Paulo, Google’s representatives
22 suggested that the videos feature some of Brazil’s famous cultural figures. José Júnior rejected the
23 idea, insisting that the concept of the project from the inception of Tá No Mapa is about raising
24 awareness about the people, places, and culture of the favelas. Instead, José Júnior recommended
25 that the videos feature “ambassadors” from the favelas. José Júnior and others from AfroReggae
26 made other recommendations for the content of the videos and the plans to implement the filming of
27 them.
28

1 43. In an email dated March 28, 2016, Google named the new stage of the project “Tá No
2 Mapa 2.0” to signify the next generation or stage of Tá No Mapa. For months, Google and
3 AfroReggae referred to this iteration of Tá No Mapa as “Tá No Mapa 2.0” or “Tá No Mapa 2016”
4 (collectively, “Tá No Mapa 2.0”).

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

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

17 46. At a meeting with AfroReggae, Google representatives said that Tá No Mapa 2.0 would
18 be formally named “Além do Mapa” and, in English, “Beyond the Map.” It was AfroReggae’s
19 understanding that the new name did not affect the nature of the project or the relationship between
20 AfroReggae and Google with respect thereto. In late May to early June 2016, José Júnior received
21 verbal assurances from Ms. Ayraza that AfroReggae would receive a “partnership” credit on the
22 Além do Mapa project. Google thereafter promised that it would send to AfroReggae documentation
23 to confirm AfroReggae’s partnership credit. During the course of June and July 2016, AfroReggae
24 actively and diligently work with Google to complete the Além do Mapa project in time for the
25 commencement of the 2016 Summer Olympic Games.

26

27 ///

28 ///

1 **V. 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 47. 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 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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. AfroReggae is informed and believes and on that basis alleges that at all
23 relevant times Google was aware that the Tá No Mapa web page contained a link to AfroReggae’s
24 web site which itself contained a link to encourage and allow visitors to donate to AfroReggae.
25 AfroReggae is informed and believes that Google had intentionally, and without disclosing to
26 AfroReggae its intention to do so, directed web searches for Tá No Mapa to Além do Mapa /
27 Beyond the Map, and had otherwise diverted visits away from AfroReggae’s own website, thereby
28 further damaging AfroReggae. Google did so intentionally or with a conscious disregard of its

1 fiduciary duties to AfroReggae, AfroReggae’s rights to a partnership credit for Além do Mapa, and
2 the importance of the diverted visits to AfroReggae’s brand and fundraising activities.

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

8 **FIRST CAUSE OF ACTION**

9 **FOR BREACH OF JOINT VENTURE / PARTNERSHIP AGREEMENT**

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

11 57. AfroReggae repeats and re-alleges paragraphs 1 through 56 of the Complaint as if fully
12 set forth herein.

13 58. As described herein, in 2014, AfroReggae and Google entered into an oral joint venture
14 / partnership agreement to digitally map favelas and use the latest technology to share the inspiring
15 stories of favela inhabitants and transform perceptions of them while sharing the benefits of this
16 social entrepreneurship (the “Agreement”). The Agreement ultimately included expanding on Tá No
17 Mapa through the next stage of the project – Além do Mapa / Beyond the Map.

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

22 60. At all times, AfroReggae performed all conditions, covenants and promises required to
23 be performed on its part in accordance with the terms of the Agreement, unless performance of such
24 conditions, covenants and promises was excused.

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

1 62. As a direct and proximate cause of Google’s breaches of the Agreement, AfroReggae
2 has been damaged and continues to be damaged in an amount presently unknown, but to be proven
3 at trial. The amount of damages is in excess of the jurisdictional limits of the Court.

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

7 63. AfroReggae repeats and re-alleges paragraphs 1 through 56 of the Complaint as if fully
8 set forth herein, but pleads this claim in the alternative to the First Claim for Relief.

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

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

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

24 67. Google breached the Agreement by, among other things, repudiating the existence of the
25 Agreement, usurping the project idea as their own venture, and failing to accurately credit
26 AfroReggae as a partner in the work, instead characterizing AfroReggae as a supplier to Google and
27 providing no attribution.
28

1 68. As a direct and proximate cause of Google’s breaches of the Agreement, AfroReggae
2 has been damaged and continues to be damaged in an amount presently unknown, but to be proven
3 at trial. The amount of damages is in excess of the jurisdictional limits of the Court.

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

7 69. AfroReggae repeats and re-alleges paragraphs 1 through 56 of the Complaint as if fully
8 set forth herein.

9 70. AfroReggae lost property in the form of its partnership interest in the content of Além
10 do Mapa / Beyond the Map.

11 71. Google’s conduct, as described herein, constitutes an unfair, unlawful or fraudulent
12 business practice in violation of Section 17200 et seq. of the California Business and Professions
13 Code.

14 72. More particularly, Google’s misrepresentations and breach of the partnership agreement
15 between AfroReggae and Google are unfair, unlawful or fraudulent practices.

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

18 74. AfroReggae is entitled to restitution as a result of Google’s unfair business practice.

19 75. AfroReggae is entitled to preliminary and permanent injunctive relief preventing the
20 continuance of Google’s unfair, unlawful or fraudulent business practice as described herein.

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

24 76. AfroReggae repeats and re-alleges paragraphs 1 through 56 of the Complaint as if fully
25 set forth herein.

26 77. At all relevant times, Google owed AfroReggae fiduciary duties of loyalty and care as
27 partners.
28

1 78. Google has breached its fiduciary duties to AfroReggae by, among other acts and
2 omissions, repudiating the existence of the Agreement, misrepresenting the nature of the relationship
3 between Google and AfroReggae with respect to Além do Mapa / Beyond the Map, repeatedly
4 refusing and failing to accurately credit AfroReggae as a partner on Além do Mapa / Beyond the
5 Map, using its fiduciary position of trust and confidence to further its interests and usurping the
6 opportunity created by the partnership for Google’s own benefit.

7 79. Google is liable for punitive damages because, through fraud, oppression or malice,
8 Google deprived AfroReggae of its partnership credit in Além do Mapa. At least as early as
9 November 2015, Google was aware that AfroReggae had agreed to continue its partnership with
10 Google, in lieu of partnering with others, to continue the work to promote a better understanding of
11 the favela residents. At least as early as November 2015, Google also was aware that Google and
12 AfroReggae would work in partnership to implement AfroReggae’s idea for what would initially be
13 called “Tá No Mapa 2.0” and eventually was called “Além do Mapa.” Google continued to reassure
14 AfroReggae that it would be given its partnership credit on the Além do Mapa project.

15 80. Despite the foregoing, Google failed to disclose to AfroReggae that it intended not to
16 give AfroReggae its partnership credit for Além do Mapa, and/or acted with a conscious disregard to
17 AfroReggae’s rights to the credit when Google launched Além do Mapa without appropriately
18 crediting AfroReggae. Google launched the Além do Mapa project, and its multi-media campaign,
19 without giving appropriate AfroReggae partnership credit for the purpose of furthering Google’s
20 own interests, and in breach of its position of trust and confidence. In summary, to the exclusion of
21 AfroReggae, Google seized the publicity and financial opportunity of Além do Mapa at the time of
22 the 2016 Summer Olympic Games and the massive international attention on Rio de Janeiro and the
23 Olympic Games. All of the foregoing was to the detriment of AfroReggae which was injured, at the
24 very least, by virtue of losing the publicity, goodwill, and the potential financial opportunity
25 therefrom.

26 81. Google compounded its wrongdoing by knowingly, or with a conscious disregard to
27 AfroReggae’s rights, causing web searches conducted for “Tá No Mapa” to be directed to Google’s
28 Além do Mapa web page in order to further Google’s own interests. Specifically, at around the time

1 of its launch of Além do Mapa and the 2016 Summer Olympic Games, Google caused a web search
2 for “Tá No Mapa” to produce Google’s “Além do Mapa” web page as the first search result. Google
3 did this knowing or consciously disregarding that AfroReggae is an NGO that depends on publicity,
4 goodwill, and donations to fund and implement its program activities.

5 82. After AfroReggae complained to Google about the failure to give AfroReggae its
6 partnership credit, Google continued to refuse to acknowledge AfroReggae’s partnership status and
7 its role in the creation of the idea for Tá No Mapa 2.0 (ultimately named Além do Mapa), and its
8 rights, along with Google, to the publicity and potential financial opportunity created by Além do
9 Mapa. Google’s failure and refusal to provide AfroReggae with its appropriate partnership credit
10 continued at least throughout the 2016 Summer Olympic Games, to AfroReggae’s detriment.

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

13 84. Google’s conduct, therefore, was committed with malice, oppression or fraud sufficient
14 to warrant punitive damages.

15 **FIFTH CAUSE OF ACTION**

16 **FOR QUANTUM MERUIT**

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

18 85. AfroReggae repeats and re-alleges paragraphs 1 through 56 of the Complaint as if fully
19 set forth herein.

20 86. At Google’s request, AfroReggae made substantial contributions to Além do Mapa /
21 Beyond the Map, including but not limited to: building and leveraging existing and new community
22 connections; developing plans to map the featured favelas using local residents and to share
23 inspiring stories from these communities; providing Google and its agents access into the favelas;
24 and formulating strategy, assisting with the production of, and curating video and other content for
25 Além do Mapa / Beyond the Map.

26 87. These services were of a direct and substantial benefit to Google, and Google did not
27 pay or otherwise compensate AfroReggae for them.

28

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1 88. Therefore, there is an agreement implied in law to pay AfroReggae the reasonable
2 values of their services.

3 89. AfroReggae should be granted restitution as a result of Google's unjust enrichment in an
4 amount to be proven at trial.

5 **PRAYER FOR RELIEF**

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

- 8 1. For compensatory damages in excess of the jurisdictional minimum of this Court,
9 according to proof at trial;
- 10 2. For equitable relief, including but not limited to restitution;
- 11 3. For exemplary and/or punitive damages;
- 12 4. For interest on the principal sum awarded above at the applicable rates according to
13 proof;
- 14 5. For attorneys' fees and costs of suit herein incurred;
- 15 6. For an injunction to prevent the continuance of Google's unfair, unlawful or
16 fraudulent business practice;
- 17 7. For such other and further legal and equitable relief as the court may deem just and
18 proper.

19 Dated: February 6, 2017

CYPRESS LLP

21 By: 
22 _____
23 Robert J. Muller
24 Attorneys for Plaintiff Grupo Cultural AfroReggae

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JURY DEMAND

Plaintiff hereby demand a trial by jury.

Dated: February 6, 2017

CYPRESS LLP

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

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PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action. My business address is 11111 Santa Monica Blvd., Suite 500, Los Angeles, CA 90025.

On February 6, 2017, I served the foregoing documents as described as:

PLAITNIFF'S GRUPO CULTURAL AFROREGGAE'S FIRST AMENDED COMPLAINT

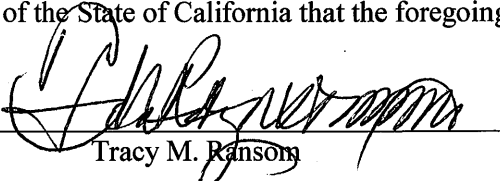
on all other parties and/or their attorney(s) of record to this action by placing a true copy thereof in a sealed envelope as follows:

****** SEE ATTACHED SERVICE LIST ******

- (BY UNITED STATES MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in Los Angeles, California. Service made pursuant to this paragraph, upon motion of a party served shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.
- √ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express or Overnite Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.
- (BY EMAIL OR ELECTRONIC TRANSMISSION) I caused the documents to be sent on the date shown below to the email address(es) of the person(s) listed on the Service List. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
- (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand on the date shown below to the person(s) at the address listed here: _____. For a party represented by an attorney, delivery was made to the attorney or to the attorney's office by leaving the document(s) in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office.

Executed on February 6, 2017, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Tracy M. Ransom

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SERVICE LIST

Santa Clara Superior Court, CASE NO: 16CV300259
Grupo Cultural AfroReggae v. Google, Inc., et al.

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