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SAN MATEO COUNTY

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Clerk of the Superior Court
By 
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CMP
Complaint
1913111


9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SAN MATEO**

12 **RIE HIRABARU RUBIN,**
13
14 Plaintiff,

15 v.

16 **STEPHEN M. PETERS,**
17 **PETERS, PETERS, AND ELLINGSON, PC,**
18 **ANDREW RUBIN,**
19 **and DOES 1-20, INCLUSIVE,**
20
21 Defendants.

CASE NO. 18-CIV05380

COMPLAINT FOR:

1. **FRAUD, MISREPRESENTATION, FRAUDULENT CONCEALMENT;**
2. **BREACH OF FIDUCIARY DUTY;**
3. **AIDING & ABETTING BREACH OF FIDUCIARY DUTY;**
4. **BREACH OF CONTRACT;**
5. **NEGLIGENT MISREPRESENTATION;**
6. **CONSTRUCTIVE FRAUD;**
7. **PROFESSIONAL NEGLIGENCE;**
8. **DECLARATORY AND INJUNCTIVE RELIEF TO SET ASIDE PREMARITAL AGREEMENT;**

DEMAND FOR JURY TRIAL

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28 **[REDACTED - PUBLIC VERSION]**

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XIV. DEMAND FOR JURY TRIAL 27

1 Plaintiff **RIE HIRABARU RUBIN** ("Plaintiff" or "RIE") hereby alleges as follows.

2 1. This case arises from the conspiracy of Plaintiff's husband **Andrew E. Rubin**
3 ("RUBIN") and Plaintiff's attorney **Stephen M. Peters** ("PETERS") to coerce and fraudulently
4 induce Plaintiff to enter into a Premarital Agreement a few days before they were married.

5 2. On **October 20, 2009**, just three days before her marriage to RUBIN and two weeks
6 before the birth of their child, Plaintiff signed a Premarital Agreement at the request of RUBIN.
7 The Premarital Agreement was unconscionable, capping spousal support and stripping Plaintiff of
8 her community property rights under California law without informed consent.

9 3. During divorce proceedings which commenced in May 2017, Plaintiff discovered
10 that her former attorney, PETERS, had represented RUBIN, in his prior divorce. Plaintiff was not
11 aware of this pre-existing attorney-client relationship or of the extent of PETERS' detailed
12 knowledge regarding RUBIN's property and assets which were not fully disclosed at the time, his
13 detailed knowledge of RUBIN's extravagant payments to women for sex, or that PETERS was in
14 reality working for the benefit of RUBIN, and to Plaintiff's detriment.

15 4. By this action, Plaintiff seeks to hold Defendants liable for fraud, breach of
16 fiduciary duty, conspiracy, and professional negligence, and seeks equitable relief and a
17 declaration that the Premarital Agreement is invalid and unenforceable.

18 **I. JURISDICTION AND VENUE**

19 5. Venue is proper in this County because Defendants live and/or perform business in
20 and around San Mateo County, and a substantial part of the events, acts, omissions and
21 transactions complained of herein occurred in San Mateo County. The Premarital Agreement
22 which is the subject of this claim was entered into in San Mateo County.

23 6. Each Defendant has contacts with San Mateo County, and has purposely availed
24 himself of the benefits and protections of San Mateo County, and does business in San Mateo
25 County so as to render the exercise of jurisdiction over it by the Superior Court of San Mateo
26 consistent with traditional notions of fair play and substantial justice.

27 7. The amount in controversy exceeds the jurisdictional minimum of this Court.

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1 **II. THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff **RIE HIRABARU RUBIN** is an individual who at all times relevant herein
4 resided in Portola Valley, and now lives in Burlingame, in the County of San Mateo. Plaintiff has
5 a Bachelor's Degree in Communications. In 2007, when she met Defendant RUBIN, Plaintiff was
6 living in San Francisco in a condominium that she owned and was working as a Creative
7 Marketing Manager at Google in Mountain View, earning approximately \$120,000 per year. In
8 2008, Plaintiff became Director of Marketing at Gaia Interactive, an online gaming company,
9 earning approximately the same salary. Plaintiff left Gaia in April 2008 when she became
10 pregnant with RUBIN's child.

11 **B. Defendants**

12 9. Defendant **STEPHEN M. PETERS** ("PETERS") is an individual residing in
13 Menlo Park, the County of San Mateo, and who at all times relevant herein was an attorney
14 licensed to practice law in the State of California.

15 10. Defendant **PETERS, PETERS, AND ELLINGSON** ("PP&E") was a law firm and
16 performed work in the County of Santa Mateo, California. Upon information and belief, at all
17 times relevant herein, Defendant PETERS was a partner at PP&E.

18 11. Defendant **ANDREW RUBIN** ("RUBIN") is an individual who at all times
19 relevant herein resided in Portola Valley, in the County of San Mateo, California. RUBIN is a
20 technology engineer and entrepreneur. RUBIN co-founded Android, Inc. which was acquired by
21 Google in 2005, where he became Senior Vice President of mobile and digital content. Other
22 companies founded by RUBIN include Danger, Inc., Playground Global, Redpoint Ventures, and
23 Essential Products Inc. During the course of his marriage to Plaintiff, RUBIN's estimated net
24 worth increased from \$10.3 million to at least \$350 million.

25 **C. Doe Defendants**

26 12. Plaintiff does not know the true names and capacities of Defendants sued herein as
27 Does 1-20, inclusive at this time and therefore sue these Defendants by such fictitious names.
28 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

1 **III. AGENCY AND CO-CONSPIRATORS**

2 13. At all times relevant to this Complaint, the Defendants and other potential
3 Defendants were acting as the agents, alter ego, servants, employees, joint venturers, and/or
4 representatives of Defendant RUBIN and others, and were acting within the course and scope of
5 their agency, employment and/or joint venture, with the full knowledge, consent, permission,
6 authorization and ratification, either express or implied, of the other Defendants in performing the
7 acts alleged in this Complaint.

8 14. In committing the wrongful acts alleged herein, each of the Defendants has pursued,
9 or joined in the pursuit of, a common course of conduct, and have acted in concert with and
10 conspired with one another in furtherance of the improper acts and transactions that are the subject
11 of this claim. In particular, certain Doe Defendants assisted RUBIN in hiding and concealing
12 monies properly due to Plaintiff as community property.

13 15. Each of the Defendants aided and abetted and rendered substantial assistance in the
14 wrongs complained of herein, as well as acted in a knowing conspiracy to defraud Plaintiff. In
15 taking such actions to substantially assist the commission of the wrongdoing complained of herein,
16 each Defendant, including the Does Defendants, acted with knowledge of the primary wrongdoing,
17 substantially assisted in the accomplishment of that wrongdoing, and was aware of his, her or its
18 overall contribution to and furtherance of the wrongdoing.

19 **IV. BACKGROUND OF MARRIAGE AND PREMARITAL AGREEMENT**

20 16. Plaintiff and RUBIN were married on October 23, 2009.

21 17. Prior to that time RUBIN and Plaintiff had been going together for a few years on
22 and off and RUBIN got Plaintiff pregnant. Unbeknownst to Plaintiff, RUBIN was dating and
23 seeing other women at the time.

24 18. Defendant RUBIN insisted that he and Plaintiff get married before the child was
25 born and that a Premarital Agreement be signed by Plaintiff or there would be no marriage.
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1 **V. DRAFTING THE PREMARITAL AGREEMENT AT THE REQUEST OF RUBIN**

2 19. In mid-2009, at the request of RUBIN, Plaintiff retained Defendants PETERS and
3 his law firm, PETERS, PETERS AND ELLINGSON, to provide her assistance regarding the
4 preparation and execution of a Premarital Agreement to protect her interests.

5 20. Plaintiff was directed to PETERS by her intended husband, Defendant RUBIN, who
6 represented that PETERS would provide Plaintiff with legal assistance to draw up a prenuptial
7 agreement. Plaintiff relied upon RUBIN's representations and retained PETERS as her attorney
8 with respect to the Premarital Agreement.

9 21. When Plaintiff met with PETERS, PETERS assured Plaintiff that he would provide
10 a prenuptial agreement to protect her.

11 22. Plaintiff relied upon PETERS' representations and omissions and upon her
12 reasonable understanding that PETERS would provide independent legal advice, untainted by any
13 conflict of interest.

14 23. Unbeknownst to Plaintiff, PETERS had represented RUBIN in his prior divorce.
15 During the divorce, PETERS also filed a restraining order against RUBIN's then-wife, Ying-Lin
16 Lu, on RUBIN's behalf. Plaintiff was not aware of this pre-existing attorney-client relationship or
17 of the extent of PETER's detailed knowledge regarding RUBIN's financial assets and past
18 conduct, nor was Plaintiff ever required to sign a conflict waiver. Indeed, based on his dealings
19 with Ying-Lin Lu and RUBIN in the prior divorce, PETERS would have been keenly aware that
20 RUBIN [REDACTED] which was
21 subsequently acquired by Microsoft, a portion of which [REDACTED]
22 However, none of those shares appeared on the Exhibit "B" to the Premarital Agreement setting
23 forth RUBIN's Separate Property and PETERS never mentioned the existence of this highly
24 valuable asset. In addition, as PETERS' would have been aware, RUBIN concealed and did not
25 disclose that he owned a collection of watches, some of which are worth hundreds of thousands of
26 dollars, as well as potential business arrangements as set forth below.

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1 24. Although some drafts of the Premarital Agreement appear to have been generated
2 by Plaintiff and PETERS, in reality RUBIN was dictating the course of the agreements with
3 PETERS' assistance. Accordingly, RUBIN was more than willing to pay for PETERS' services.

4 25. On **July 14, 2009**, Plaintiff, at RUBIN's request, wrote to RUBIN regarding the
5 Premarital Agreement: "Please contact Steve Peters with base line on the doc, & authorize him to
6 represent me."

7 26. On **July 16, 2009**, RUBIN wrote that he called PETERS and "He will be
8 representing you." RUBIN then provided his "high-level review" of the draft agreement in place,
9 including that "it's a bad idea to have a cheaters clause in the prenup." He also wrote "the bottom
10 line here is that I am not interested in your money and you should not be interested in mine."

11 27. As the Premarital Agreement was being drafted, PETERS and RUBIN
12 communicated directly together without Plaintiff's participation. PETERS was at all times
13 protective of RUBIN's interests and discussions centered around what RUBIN wanted or what
14 RUBIN should get. There was little or no discussion of what Plaintiff deserved or should ask for
15 except with respect to her own condominium in San Francisco.

16 28. One item that Plaintiff requested was that their home in Portola Valley (120 Golden
17 Hills), which she was preparing for the arrival of their child, should be included as community
18 property. PETERS resisted but ultimately agreed the request should be made, as Plaintiff insisted
19 on this concession.

20 29. On **August 5, 2009**, PETERS prepared a draft Premarital Agreement and sent it to
21 Plaintiff to review with this memo:

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1 **Stephen M. Peters**

2 **From:** Stephen M. Peters [speters@petersfirm.com]
3 **Sent:** Wednesday, August 5, 2009 5:59 PM
4 **To:** Rie Hirabaru
5 **Subject:** Premarital Agreement
6 **Attachments:** Prenup Agreement 8-5-09.doc

7 Hi Rie,

8 Attached is a first draft. I hope that you have, or will soon, discuss the issue of the awarding of the Portola Valley home to the community before Andy reads the draft. He would not otherwise be expecting it.

9 Let me know if you have questions, or wish to suggest changes.

10 Steve

11 That draft carved out all of RUBIN's Google stock options from the acquisition of Android Inc. and waived any community property interest in those stock options.

12 30. On August 7, 2009, Plaintiff responded to PETERS: "I believe [RUBIN] wants to have language around milestone bonus and stock options produced from the acquisition of the company, Android shall remain his solo property."

13 31. On August 11, 2009, Plaintiff sent the revised draft of the Premarital Agreement to RUBIN, stating: "I requested Stephen to add more precise language to **protect your assets better**. He requested that we go through this together so you can provide more specific language as terms, as **he is not familiar with what you have as of yet**. The one thing I added to the agreement is the 120 Golden Hills to be considered common wealth ... **Other than that, he [PETERS] put what he [PETERS] think you [RUBIN] want in there from your phone conversation with him.**"

14 32. Unbeknownst to Plaintiff, PETERS was intimately familiar with RUBIN's finances and was in reality working exclusively for the benefit of RUBIN through many phone conversations, not Plaintiff, and Plaintiff was not receiving the assistance of an independent attorney.

15 33. RUBIN refused to agree to their Portola Valley home being community property. Plaintiff acquiesced to "taking out the line regarding the Portola house." This was totally contrary to what RUBIN told Plaintiff at the time of purchase as it was to be their married home.

16 34. On August 12, 2009, after being adamant about the house not being theirs together, RUBIN informed Plaintiff he would not marry her unless she gave up any interest in the house.

1 Plaintiff then informed PETERS that “their house” should not be treated as community property in
2 the Premarital Agreement: “I talked to RUBIN-he really wants to keep his house his own asset
3 Can you get this done asap when you get back? I just hit 7 months now, and would like to get this
4 going asap.” She was concerned about her pending birth.

5 35. At 9:00 a.m. the same day, PETERS agreed with RUBIN’s position, stating: “We
6 were asking a lot, so I can’t say I’m surprised. I will make the adjustment when I get back.”

7 36. The above “negotiations,” with RUBIN simply dictating what he wanted, was
8 typical of the drafting of the Premarital Agreement. If Plaintiff pushed back in any way, it was
9 summarily rejected by RUBIN which position would be accepted by PETERS who was supposed
10 to be advocating for Plaintiff’s best interests, but in reality was working for RUBIN.

11 37. On August 20, 2009, PETERS sent Plaintiff and RUBIN a redraft of the Premarital
12 Agreement incorporating RUBIN’s changes:

13
14 **Stephen M. Peters**

15 **From:** Stephen M. Peters [speters@petersfirm.com]
16 **Sent:** Thursday, August 20, 2009 11:55 AM
To: Rie Hirabaru; 'arubin@gmail.com'
Subject: Premarital Agreement
Attachments: Prenup Agreement 8-5-09 (rev).doc

17 Andy and Rie,

18 Attached is a proposed PA. Para. 12(b) is a little sketchy—Andy may be able to flesh it out more fully. We also need
19 Exhibits A and B—your schedules of assets and debts.

20 Andy, I have left a space for you to name a consulting attorney. If you need any suggestions, I am happy to provide them.

21 Let me know if either of you has any questions.

22 Steve

23 A copy of the August 20, 2009 draft Premarital Agreement is attached hereto as **EXHIBIT A**.

24 38. Although in the email above PETERS states “Andy, I have left a space for you to
25 name a consulting attorney,” in fact RUBIN had no need for a consulting attorney because
26 PETERS was drafting the Premarital Agreement for RUBIN’s benefit and Plaintiff’s detriment.
27 As demonstrated in the email below, RUBIN finally retained a consulting attorney, Leslie Daniels,
28 **just a few days** before the Premarital Agreement was finalized on **October 12, 2009**.

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On Oct 8, 2009, at 2:08 PM, Leslie Daniels <ljd@groomandcave.com> wrote:

Hello Stephen,

Andy Rubin forwarded to me the draft Premarital Agreement that I understand you had prepared on behalf of his fiancé, Rie Hirabaru.

I have reviewed your initial draft agreement with my client and have prepared the attached revised Prenuptial Agreement (in MSWord and PDF formats) for your review with your client. To assist you and Rie in reviewing the

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proposed revised Prenuptial Agreement, I have also attached a brief Memorandum that summarizes the principal provisions of the agreement. Please forward these documents to Rie at your earliest convenience and confirm to me by email the date on which you do so.

I look forward to working with you on this matter.

Best regards,

Leslie

Leslie J. Daniels, Esq.
GROOM AND CAVE, LLP

39. As both RUBIN and PETERS knew, with her due date fast approaching, Plaintiff was increasingly vulnerable, in physical pain, and motivated to sign the Premarital Agreement as quickly as possible so she and RUBIN could get married before the baby was born.

40. The prior version of the Premarital Agreement draft by RUBIN favored RUBIN, by excluding from community property substantial wealth that would be accumulated by RUBIN during the course of his marriage to Plaintiff. During the marriage, RUBIN's net worth increased from approximately \$10.3 million to \$350 million, with Rubin acquiring numerous assets, including two houses in Japan, three houses in the United States, equity and ownership interests in companies, salaries, bonuses, stock options, earn outs, forbearance payments, commissions, and other business profits.

41. Adding insult to injury, the **October 8** draft capped spousal support at \$10,000 a month, which RUBIN arrived at by taking Plaintiff's prior salary and dividing it by 12, and added a release and waiver as to **all rights** to community property. This represented an extraordinary limitation on spousal support and community property rights. When Plaintiff asked PETERS

1 about this change and whether that was all she was due under California law, PETERS did not
2 advise Plaintiff of all her rights under California law, or that Plaintiff could or should make a
3 counterproposal for different terms, or that Plaintiff could or should reject these material changes.

4 42. Instead, on **October 9, 2009**, PETERS wrote, "I won't stop you if you want to sign
5 it." Later, on the telephone, PETERS said RUBIN would not marry Plaintiff if she did not sign
6 this draft of the Premarital Agreement. Acting in ignorance of her rights, without the sound
7 counsel of an independent attorney, Plaintiff agreed to the new Premarital Agreement substantially
8 without any change; and on **October 12, 2009**, PETERS wrote that Plaintiff "will accept a 10K
9 after tax cap" on spousal support. With this final provision in place, with PETERS' assistance,
10 RUBIN got everything he wanted in the Premarital Agreement, to Plaintiff's substantial detriment.

11 43. With the agreement in place, RUBIN and PETERS had Plaintiff wait out the seven-
12 day waiting period before signing the Premarital Agreement. However, the seven-day period was
13 a sham because at the time Plaintiff, less than two weeks before her due date, believed that she was
14 already represented by her own counsel – which she was not. The final Premarital Agreement was
15 unconscionable and took advantage of Plaintiff's vulnerable position.

16 44. On **October 20, 2009**, RUBIN and Plaintiff signed the Premarital Agreement. A
17 copy of the final executed Premarital Agreement is attached hereto as **EXHIBIT B**.

18 45. Plaintiff and RUBIN were married three days later to little fanfare at City Hall.

19 **VI. RUBIN'S BACKGROUND CONCEALED BEFORE MARRIAGE**

20 46. During her pregnancy, Plaintiff was aware that RUBIN maintained contact with his
21 former girlfriends and ex-wife. However, she believed, at the time that RUBIN was faithful to his
22 fiancé and soon-to-be mother of his child.

23 47. Plaintiff later discovered that, just as RUBIN concealed his business affairs from
24 Plaintiff, he also concealed his numerous and sexual affairs.

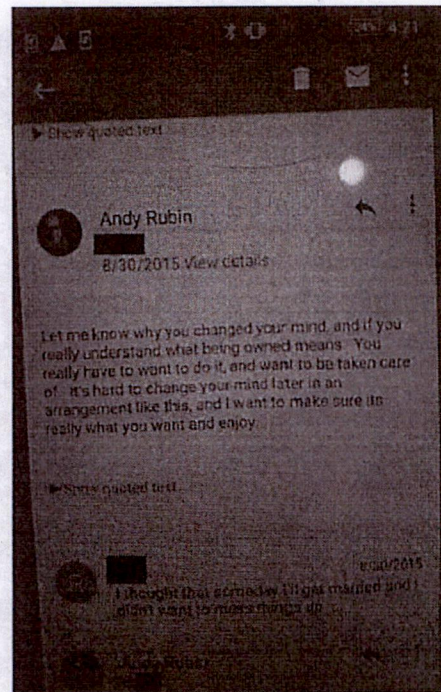
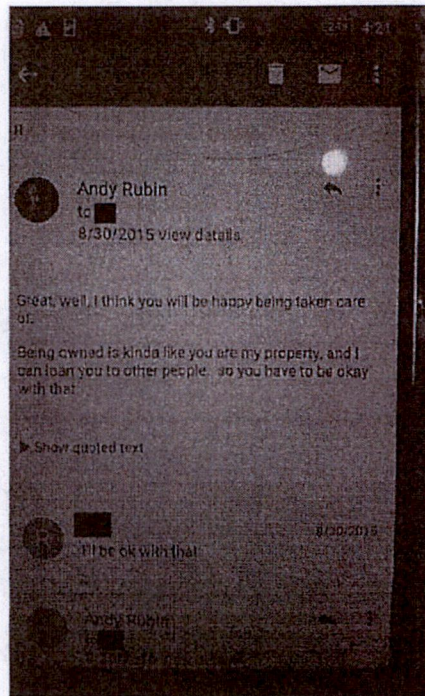
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1 48. Plaintiff discovered that RUBIN had a secret life with affairs with multiple women,
2 not just friendships with ex- girlfriends. RUBIN had, in his own words, “ownership” relationships
3 with other women, whereby RUBIN would pay for their expenses in exchange for offering them to
4 other men. As Plaintiff learned, RUBIN did this so that he could watch them engage in various
5 sexual acts, often involving threesomes.



49. The sham Premarital Agreement having been signed, RUBIN’s conduct soon became increasingly flagrant. Ruben continued to view images and to read emails from these other women. Plaintiff is aware of at least five women with whom RUBIN had affairs. This conduct is well-documented in emails, texts, videos and photographs shared between RUBIN and these women.

50. One of these women (“M”), was complicit with RUBIN in running what appeared to be a sex ring. “M” was a willing participant, who would agree to perform various sexual acts with multiple men. This would be filmed for the enjoyment of RUBIN and other men. After these orgies, RUBIN would himself have sex with “M” off-camera.

51. This flagrant and abusive conduct continued throughout RUBIN’s marriage to Plaintiff with RUBIN expending many hundreds of thousands of dollars on these women.

1 52. But for the sham Premarital Agreement, which was coerced and fraudulently
 2 induced by RUBIN and PETERS, RUBIN would never have been able to expend these huge sums
 3 on this debauchery. Without the sham agreement as a shield, RUBIN would have had to consider
 4 the financial consequences of a divorce and more importantly, Plaintiff would have had legal
 5 recourse to stop RUBIN from wasting community property assets on his debauchery.

6 **VII. RUBIN'S BUSINESSES CONCEALED FROM PLAINTIFF DURING MARRIAGE**

7 53. Just as he did at the time Plaintiff entered into the Premarital Agreement, during the
 8 marriage RUBIN kept Plaintiff in the dark as to his sources of income, the amount of money the
 9 family had, and what it was being spent on.

10 54. RUBIN concealed his income and Plaintiff was not given access to accounts
 11 beyond their joint bank account. For instance, although [REDACTED]
 12 [REDACTED] never learned of these
 13 payments until after she filed for divorce. Plaintiff never knew how many accounts RUBIN had
 14 until after she filed for divorce, and even now does not understand the full scope of his finances.
 15 Plaintiff's only source of cash was from the joint account, and if it ran out of money she had to ask
 16 RUBIN for permission for more.

17 55. In February 2014, a few months before RUBIN departed from Google for having an
 18 "inappropriate relationship" with a woman who worked under him," RUBIN stopped depositing
 19 his Google earnings into the couple's joint account and instead had the earnings directly deposited
 20 into an account solely in RUBIN's name. For the next year, RUBIN would receive income into his
 21 individual account, and make selected payments from that account. These included hundreds of
 22 thousands of dollars in payments to other women. A redacted portion of one such statement of
 23 payments appears below:

07/31/2014	[REDACTED]	(2,500.00)	0.00	(2,500.00)	[REDACTED]	Verified
08/27/2014	[REDACTED]	(2,800.00)	0.00	(2,800.00)	[REDACTED]	Verified
08/05/2015	[REDACTED]	(3,600.00)	(104.70)	(3,704.70)	[REDACTED]	Verified
09/02/2015	[REDACTED]	(8,000.00)	0.00	(8,000.00)	[REDACTED]	Verified
01/21/2016	[REDACTED]	(8,000.00)	(232.30)	(8,232.30)	[REDACTED]	Verified
04/23/2017	[REDACTED]	(1,600.00)	0.00	(1,600.00)	[REDACTED]	Verified
Total	[REDACTED]	(93,893.00)	(1,013.60)	(94,906.60)	[REDACTED]	

1 In addition, to conceal his conduct, RUBIN also routed payments to these women through his
2 wholly owned company, Cosmotron LLC.

3 56. RUBIN never disclosed the family's assets. He never disclosed how many bank
4 accounts he had, or how he invested their money. Whenever Plaintiff tried to talk with RUBIN
5 about the family's money, he would shut her down.

6 57. Just as he concealed information about his financial condition when Plaintiff
7 entered into the Premarital Agreement, this conduct was designed to conceal, not only his financial
8 assets, but also the details of his sexual excesses which involved hundreds of thousands in
9 payments to those women. But for RUBIN's concealment of his finances, and his coercing
10 Plaintiff to enter into the sham Premarital Agreement, with PETER's assistance, Plaintiff would
11 have had legal recourse to discover how community property was being used and could have
12 stopped RUBIN from wasting community property assets on his debauchery. Had Plaintiff known
13 that RUBIN was concealing his assets and his true financial condition, she never would have
14 entered into the sham Premarital Agreement. Had PETERS disclosed his attorney-client
15 relationship with RUBIN, his lack of independence, the true state of RUBIN's financial condition
16 which was known to him, and the nature of RUBIN's illicit sexual conduct which was known to
17 him, Plaintiff never would have retained PETERS and never would have entered into the sham
18 Premarital Agreement.

19 **VIII. CREATION OF ESSENTIAL PRODUCTS, INC. DURING MARRIAGE**

20 58. During the marriage, RUBIN's net worth increased from approximately \$10.3
21 million to \$350 million, with Rubin holding substantial interests in a number of companies.
22 Among the many companies that RUBIN founded during the marriage, Essential Products, Inc. is
23 one of the most prominent. RUBIN's time and effort while married resulted in the start-up of this
24 company which was valued at \$900 million to \$1 billion about a year ago. Essential Products is
25 considering selling itself, including its patent portfolio and hardware products.¹
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¹ <https://www.bloomberg.com/news/articles/2018-05-24/andy-rubin-s-phone-maker-essential-is-said-to-consider-sale>

1 **IX. RUBIN'S MISREPRESENTATIONS AS TO THE FAMILY HOMES**

2 59. During the course of Plaintiff's marriage, RUBIN purchased 6 homes. At the time
3 of the purchases, RUBIN told Plaintiff that the homes were being purchased as "their home" and
4 the title would be jointly held by Plaintiff and RUBIN. Unbeknownst to Plaintiff, RUBIN
5 purchased the properties and recorded the title only in his name. Plaintiff discovered that her name
6 was not on the title for any of the properties after she filed for divorce.¹

7 60. During the course of the marriage, two properties were purchased in Japan and four
8 were purchased in California. Both homes in Japan were sold and three of the four properties in
9 California were sold during the course of the marriage:

- 10 • 15 Hidden Valley Lane, Woodside, CA 94062 was purchased for \$23,000,000 in 2014 and
11 is currently on the market for **\$34,600,000**.²



- 19 • 120 Golden Hills Dr., Portola Valley, CA was purchased during Plaintiff and RUBIN's
20 engagement for 5.8 million in May 2009 and sold for **\$10.8 million** in April 2015.³



27 ¹ RUBIN also built a \$2 million bakery in Woodside, California that was held by RUBIN, run by Plaintiff, and
28 maintained as a tax shelter. The bakery has since closed.

² <https://www.apr.com/property/194761313/15-hidden-valley-lane-woodside-ca-94062/>

³ <https://www.redfin.com/CA/Portola-Valley/120-Golden-Hills-Dr-94028/home/21968085>

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- The condominium at 240 3rd St # 302, Los Altos was purchased for \$3.75 million in May 2013 and sold for \$3.1 million in January 2017.¹



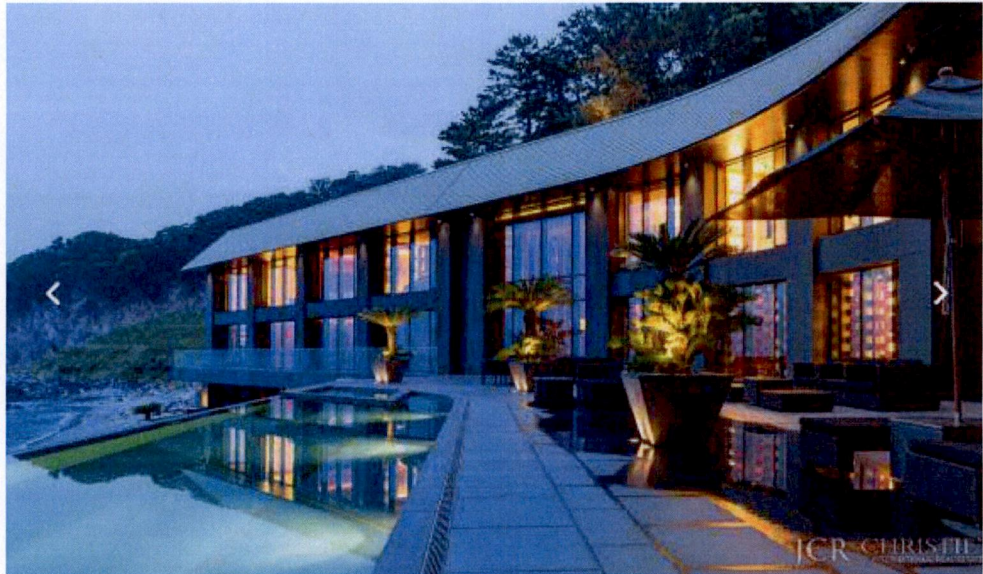
- The Martis Camp home was purchased for \$8.1 million in April 2016 and sold for \$7.2 million in December 2017.²



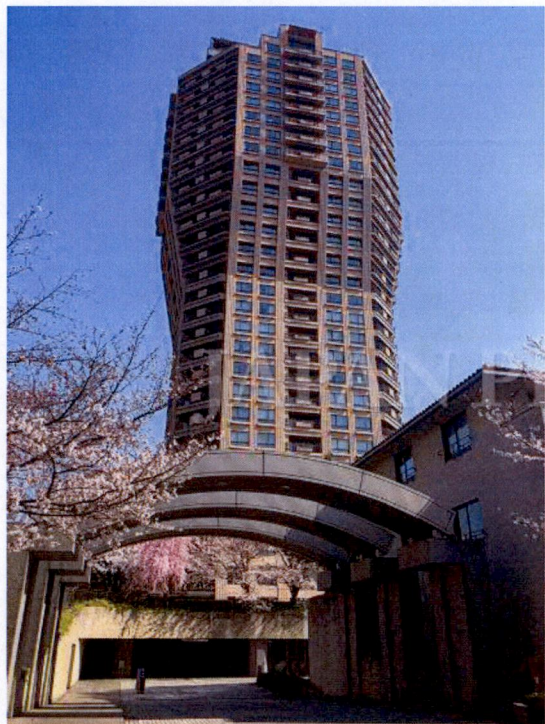
¹ https://www.zillow.com/homedetails/240-3rd-St-302-Los-Altos-CA-94022/121042162_zpid/
² <https://www.martiscamp.com/luxury-custom-homes/home-153/>

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- 1185 Manazuru, Manazuru-cho, Ashigarashimo-gun, Kanagawa-ken, Japan was purchased in 2012 and sold in December 2016.¹



- 2803 Motoazabu Hills Penthouse: Tokyo Minato Ward was purchased for 1,343,250,601 Yen in 2013 and sold in January 2017 for 1,560,000,000 Yen.



¹ <https://jcrealty.jp/en/property/galleria-costa-kanagawa-2018-06/>
COMPLAINT

1 **X. UNENFORCEABILITY OF THE PREMARITAL AGREEMENT**

2 61. During the divorce proceedings which commenced in May 2017, Plaintiff learned,
3 for the first time, that PETERS represented RUBIN in connection with RUBIN's prior divorce.
4 The discovery was shocking. Contrary to PETERS' and RUBIN's representations that PETERS
5 would represent Plaintiff's interest, PETERS was incapable of providing independent legal advice
6 due to the undisclosed conflict of interest, and he did not protect Plaintiff's interests in the drafting
7 of the Premarital Agreement.

8 62. Plaintiff did not execute the Premarital Agreement voluntarily as she was told to
9 sign the Premarital Agreement because Plaintiff was not at any time represented by independent
10 counsel. To the contrary, at the time of the representation, PETERS and RUBIN concealed their
11 attorney-client relationship in connection with RUBIN's divorce. PETERS and RUBIN also
12 concealed the extent of PETERS' knowledge regarding RUBIN's finances and his payments to
13 other women. RUBIN and PETERS concealed that PETERS was not independent and in reality
14 drafted the Premarital Agreement for the benefit of RUBIN, not PETERS. RUBIN and PETERS
15 coerced and fraudulently induced Plaintiff into entering into a sham Premarital Agreement.
16 Additionally, at the time the Premarital Agreement was drafted and signed, Plaintiff was pregnant
17 and in physical pain. Defendants took advantage of Plaintiff's vulnerable condition to coerce and
18 fraudulently induce her to enter into the sham agreement without the benefit of independent
19 assistance of counsel. Plaintiff was told **"Andy wants this signed or the marriage is off."** The
20 agreement was signed on October 20, 2009, **three days** before the marriage of Plaintiff and
21 RUBIN and **two weeks** before the birth of their child.

22 63. The agreement was also unconscionable when it was executed and, before execution
23 of the agreement, because Plaintiff was not provided a fair, reasonable, and full disclosure of
24 RUBIN's property or financial obligations. She was sent various emails and messages that were
25 never fully understandable or clear.

26 64. Plaintiff did not voluntarily and expressly waive, in writing, any right to disclosure
27 of RUBIN's property or financial obligations beyond the disclosure provided.

28

1 65. Plaintiff did not have, or reasonably could not have had, an adequate knowledge of
2 RUBIN's property or financial obligations, as it was never fully explained to her even though
3 PETERS was familiar with RUBIN's finances because, unbeknownst to Plaintiff, PETERS
4 represented RUBIN in his prior divorce.

5 66. As a result of Defendants' unconscionable conduct and concealment of material
6 facts upon which Plaintiff relied in entering into the Premarital Agreement, including the lack of
7 independence of Defendants PETERS and PP&E, Plaintiff involuntarily entered into an
8 unconscionable and sham Premarital Agreement to her detriment and to the detriment of her child.

9 **XI. STATUTE OF LIMITATIONS AS APPLIED TO PLAINTIFF**

10 67. Section 1617 of the Uniform Prenuptial Agreement Act provides, "Any statute of
11 limitations applicable to an action asserting a claim for relief under a premarital agreement is tolled
12 during the marriage of the parties to the agreement." In addition, many of the facts alleged in this
13 Complaint, including that PETERS was not independent and that he represented RUBIN in his
14 prior divorce, were not discovered until after Plaintiff commenced divorce proceedings in May
15 2017. Further, the statute of limitation is tolled under Code Civ. Proc., § 340.6(a) and Defendant
16 PETERS executed a tolling agreement extending Plaintiffs' time to file by 180 days.

17 **XII. CAUSES OF ACTION**

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19

FIRST CAUSE OF ACTION

20

**Fraud, Misrepresentation, Fraudulent Concealment
(Against All Defendants and Doe Defendants)**

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22 68. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the
23 allegations contained in all prior paragraphs of this Complaint.

24 69. Prior to and after retaining PETERS to assist Plaintiff in negotiating and drafting a
25 Premarital Agreement, RUBIN and PETERS represented that PETERS would be retained by
26 Plaintiff, would provide independent legal assistance, and represent Plaintiff's interests with regard
to the Premarital Agreement.

27 70. Based on PETERS' representation of RUBIN in his prior divorce, PETERS and
28 RUBIN knew that this representation was false and misleading. In fact, PETERS was at all

1 relevant times working for RUBIN and looking out for RUBIN's interests in connection with the
2 Premarital Agreement.

3 71. RUBIN and PETERS made these misrepresentations and concealed these facts with
4 the intent to induce Plaintiff to enter into the Premarital Agreement and to surrender her rights to
5 community property and adequate spousal support in that agreement.

6 72. Relying on RUBIN's and PETERS' representations regarding PETERS'
7 independence and the provisions of the Premarital Agreement, Plaintiff retained PETERS and
8 entered into the Premarital Agreement, to her detriment.

9 73. Plaintiff's reliance upon RUBIN's and PETERS' representations was reasonable.
10 RUBIN was her fiancé and the father of her child. PETERS was an attorney with fiduciary duties
11 to Plaintiff who had expertise in Family Law. Defendants' omissions and concealed fact were
12 material. But for these misrepresentations and omissions, Plaintiff would not have retained
13 PETERS, would not have entered into the Premarital Agreement as drafted, and would have
14 retained another attorney for independent legal assistance.

15 74. Plaintiff, at the time these misrepresentations and failures to disclose occurred, and
16 at the time Plaintiff took the actions herein alleged, was ignorant of the falsity of the statements
17 and the existence of the facts that the Defendants failed to disclose. If Plaintiff had been aware of
18 the falsity of these statements or the existence of the facts not disclosed by Defendants, Plaintiff
19 would not have taken the actions, as they did, in reliance on Defendants PETERS' and RUBIN's
20 misrepresentations and omissions.

21 75. As a direct result of Defendants PETERS' and RUBIN's fraudulent
22 misrepresentations and omissions, Plaintiff has suffered and continues to suffer damages, the exact
23 amount of which will be proven at trial.

24 76. The misrepresentations and material omissions of Defendants PETERS' and
25 RUBIN's were undertaken with the intent to deceive and injure Plaintiff financially for the benefit
26 of Defendants and this conduct was undertaken in conscious and reckless disregard of the rights of
27 Plaintiff so as to constitute malice, fraud and oppression toward Plaintiff. Plaintiff is therefore
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1 entitled to punitive and exemplary damages against PETERS and RUBIN in an amount to be
2 proven at trial.

3 WHEREFORE, Plaintiff prays for judgment as set forth below.

4 **SECOND CAUSE OF ACTION**
5 **Breach of Fiduciary Duty**
6 **(Against Defendants PETERS and PP&E)**

7 77. Plaintiff re-alleges and incorporates by reference, as if fully set forth herein, the
8 allegations contained in all prior paragraphs of this Complaint.

9 78. At the time Plaintiff employed Defendants as her attorneys, and thereafter, the most
10 confidential relationship existed between them and Plaintiff reposed the greatest confidence and
11 trust in Defendants as her attorneys. Defendants were obligated by the attorney-client relationship
12 to make full disclosure to Plaintiff of all material matters including legal issues which affected
13 Plaintiff's rights, and to deal fairly, justly, competently and honestly with Plaintiff in all matters,
14 including their duty to zealously represent Plaintiff's interests regarding the Premarital Agreement.
15 Because of the relationship between the Plaintiff and Defendants as client and attorneys,
16 Defendants stood in a position of fiduciary to Plaintiff. As such, Defendants were required to
17 comply with the relevant standard of conduct and owed Plaintiff the following duties and
18 obligations, among others, to represent Plaintiff and her interests competently; to represent
19 Plaintiff and her interests faithfully and with undivided loyalty; and to pursue and obtain for
20 Plaintiff all legal remedies and benefits to which she was entitled.

21 79. As set forth above, instead of representing Plaintiff's interests, PETERS
22 consistently discouraged Plaintiff from asserting positions contrary to RUBIN, encouraged
23 Plaintiff to accept provisions that were unconscionable and against her interest, and failed to
24 inform Plaintiff of his disabling conflict of interest and lack of independence.

25 80. Defendant PETERS and PP&E failed to comply with the standard of conduct by
26 failing, *inter alia*, to properly inform Plaintiff that they were conflicted in that they had a prior
27 attorney-client relationship with RUBIN and would not and could not provide independent
28

1 assistance in connection with the Premarital Agreement or that they would, as a result, provide
2 inadequate advice regarding the specific terms of the Premarital Agreement drafted by Defendants.

3 81. Had Plaintiff known about the concealed conflict of interest, Plaintiff never would
4 have agreed to be represented by PETERS, would not have entered into the Premarital Agreement
5 as drafted by RUBIN and PETERS to Plaintiff's detriment, and would have had legal recourse
6 regarding the misuse of community assets.

7 82. As a direct and proximate result of the breach of fiduciary duty of Defendants,
8 Plaintiff has suffered, *inter alia*, loss of community interest assets, payment of attorneys' fees, and
9 other economic damages. Damages include, but are not limited to, the amount of the reduced
10 community assets and financial losses incurred as a result of the sham Premarital Agreement,
11 including "earnouts" related to Google's acquisition of Android and other income earned during
12 the course of the marriage, and the hundreds of thousands in community assets wasted by RUBIN
13 throughout the course of their marriage as payments to RUBIN's women and various other
14 associates.

15 83. As a direct result of RUBIN's aiding and abetting PETERS' breaches of his
16 fiduciary duties to Plaintiff, Plaintiff has suffered and continues to suffer damages, the exact
17 amount of which will be proven at trial.

18 84. In doing the acts alleged herein, Defendants conspired to and did act with
19 recklessness, oppression, fraud, and malice, entitling Plaintiff to an award of punitive damages.

20 WHEREFORE, Plaintiff prays for judgment as set forth below.

21 **THIRD CAUSE OF ACTION**
22 **Aiding and Abetting Breach of Fiduciary Duty**
23 **(Defendant RUBIN and Doe Defendants)**

24 85. Plaintiff re-alleges and incorporates by reference, as if fully set forth herein, the
25 allegations contained in all prior paragraphs of this Complaint.

26 86. Defendant RUBIN was aware that Defendant PETERS was violating his fiduciary
27 duty to Plaintiff by, among other things, concealing their attorney-client relationship, concealing
28 that PETERS had represented RUBIN in his divorce, concealing that PETERS was intimately
familiar with RUBIN's financial assets and prior conduct, and withholding such information from

1 Plaintiff, and concealing that RUBIN was in reality working for the benefit of RUBIN, not
2 Plaintiff.

3 87. RUBIN knowingly and substantially assisted in that breach, by concealing the
4 improprieties from Plaintiff, confirming the accuracy of false information, and by paying
5 PETERS' attorney's fees.

6 88. As a direct result of RUBIN's aiding and abetting PETERS' breaches of his
7 fiduciary duties to Plaintiff, Plaintiff has suffered and continues to suffer damages, the exact
8 amount of which will be proven at trial.

9 89. In doing the acts alleged herein, Defendants conspired to and did act with
10 recklessness, oppression, fraud, and malice, entitling Plaintiff to an award of punitive damages.

11 WHEREFORE, Plaintiff prays for judgment as set forth below.

12 **FOURTH CAUSE OF ACTION**

13 **Breach of Contract**

14 **(Against Defendants PETERS and PP&E)**

15 90. Plaintiff re-alleges and incorporates by reference, as if fully set forth herein, the
16 allegations contained in all prior paragraphs of this Complaint.

17 91. Plaintiff entered into a contract for legal services with PETERS and PP&E.

18 92. Plaintiff alleges that the defendants' conduct as described above constituted a
19 material breach of their contractual duties to Plaintiff in the underlying representation.

20 93. Plaintiff performed all conditions precedent under the written, oral and/or implied
21 contracts with each Defendant.

22 94. Defendants breached their contractual duties to Plaintiff by the acts and omissions
23 as recited in the first two causes of action herein. In particular, Defendants PETERS and PP&E
24 failed to act independently and failed to honor the engagement for which they were hired—to
25 independently draft a Premarital Agreement in Plaintiff's best interests.

26 95. As a direct and proximate result of the breach by Defendants of their contractual
27 duties to Plaintiff, Plaintiff has suffered the damages as recited herein.

28 WHEREFORE, Plaintiff prays for judgment as set forth below.

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FIFTH CAUSE OF ACTION
Negligent Misrepresentation
(Against All Defendants and Doe Defendants)

96. Plaintiff re-alleges and incorporates by reference, as if fully set forth herein, the allegations contained in all prior paragraphs of this Complaint.

97. Defendants, and each of them, when they made the representations as alleged, had no reasonable ground for believing that these representations were true, including, but not limited to, Defendants' representations as to PETERS' independence from RUBIN, that PETERS would provide competent legal assistance in connection with the Premarital Agreement and act in Plaintiff's best interest.

98. Defendants made the representations with the intent to induce Plaintiff to take the actions alleged herein. Plaintiff relied upon Defendants' representations and was harmed causing damages in an amount to be proven at trial, but believed by Plaintiff to be several million dollars. Plaintiff's reliance on Defendants' representations—including the representations regarding PETERS' independence was a substantial factor in causing Plaintiff's harm.

WHEREFORE, Plaintiff prays for judgment as set forth below.

SIXTH CAUSE OF ACTION
Constructive Fraud [Cal. Civ. Code § 1573]
(Against All Defendants and Doe Defendants)

99. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the allegations contained in all prior paragraphs of this Complaint.

100. Defendant PETERS had a confidential relationship with and owed fiduciary duties to Plaintiff by virtue of his representation of Plaintiff as her attorney in drafting the Premarital Agreement. Defendant RUBIN had a confidential relationship with and owed fiduciary duties to Plaintiff by virtue of his being Plaintiff's fiancé and the father of her soon to be born child.

101. Despite their fiduciary duties to Plaintiff and despite having voluntarily accepted the trust and confidence of Plaintiff with regard to the Premarital Agreement, and in violation of the relationship of trust and confidence, Defendants abused the trust and confidence of the Plaintiff by: (i) concealing their prior attorney-client relationship; (ii) concealing that PETERS had

1 represented RUBIN in his divorce; (iii) concealing that PETERS was intimately familiar with
2 RUBIN's financial assets and prior conduct and withholding such information from Plaintiff; and
3 (iv) concealing that RUBIN was in reality working for the benefit of RUBIN, not Plaintiff.

4 102. Both of these Defendants colluded with the other in doing the acts herein alleged
5 with the intent to deceive and defraud Plaintiff, and concealed from Plaintiff the fact that they
6 would misuse the position of trust and confidence to the detriment of Plaintiff.

7 103. Defendants did these acts with the intent to induce reliance by Plaintiff. Plaintiff did
8 in fact reasonably rely on PETERS and RUBIN and Plaintiff's relationship of trust and confidence
9 in PETERS and RUBIN.

10 104. As a result of the fraud of PETERS and RUBIN as herein alleged, Plaintiff has been
11 damaged, and continues to be damaged, in an amount to be proven at trial.

12 105. In doing the acts alleged herein, Defendants PETERS and RUBIN acted with
13 recklessness, oppression, fraud, and malice, entitling Plaintiff to an award of punitive damages.

14 WHEREFORE, Plaintiff prays for judgment as set forth below.

15
16 **SEVENTH CAUSE OF ACTION**
17 **Professional Negligence - Legal Malpractice**
(Against Defendants PETERS and PP&E)

18 106. Plaintiff re-alleges and incorporates by reference, as if fully set forth herein, the
19 allegations contained in all prior paragraphs of this Complaint.

20 107. Upon his agreeing to and beginning to represent Plaintiff in the matter, Defendants
21 PETERS and PP&E assumed a duty to act with due care and to ensure that the legal services they
22 provided met the standard of care observed by competent counsel, including the research,
23 negotiation, preparation, drafting and execution of the Premarital Agreement in all regards in order
24 to protect the interests of Plaintiff.

25 108. Defendants PETERS and PP&E, failed to exercise reasonable care and skill in
26 performance of professional services for Plaintiff to whom they owed the duty of compliance with
27 the standard of care by failing, *inter alia*, to inform Plaintiff that PETERS was acting under a
28 conflict of interest and could not properly advise Plaintiff as to her rights.

1 109. During the period of said representation, Defendants PETERS and PP&E failed to
2 exercise reasonable care, skill, and diligence in performing their legal duties, and negligently and
3 carelessly failed to conform to the standard of care by committing the following errors and
4 omissions, and by failing to conduct adequate research, discovery, investigation and preparation to
5 adequately represent Plaintiff in conformity with the applicable standard of care and in a non-
6 negligent and professional manner, as follows:

7 110. Defendants drafted a Premarital Agreement for Plaintiff and her former husband
8 which was defective and against her interest. The Agreement did not comply with the law,
9 specifically, Family Code § 1615(c), governing such agreements. Although the Agreement stated
10 that Plaintiff was represented by “counsel of ... her ... own choosing,” in fact PETERS was
11 chosen by RUBIN and neither RUBIN nor PETERS informed Plaintiff of PETERS’ conflict of
12 interest. Nor was Plaintiff given the statutory minimum time and advice to seek independent legal
13 counsel, between presentation and signing of the agreement, as Plaintiff was fraudulently led to
14 believe that PETERS was independent counsel.

15 111. Instead of representing Plaintiff’s interests, PETERS consistently discouraged
16 Plaintiff from asserting positions contrary to RUBIN, encouraged Plaintiff to accept provisions that
17 were unconscionable and against her interest, and failed to inform Plaintiff of the disabling conflict
18 of interest.

19 112. As a direct and proximate result of PETERS’ and PP&E’s errors and omissions as
20 set forth above, Plaintiff has suffered damages. The damages include the amount of the reduced
21 community assets and financial losses incurred as a result of entering into the Premarital
22 Agreement, and the community assets wasted by RUBIN throughout the course of their marriage,
23 including, but not limited to, Google’s payments in cash and stock related to the acquisition of
24 Android, and hundreds of thousands of dollars in payments made to Rubin’s “owned” women.
25 Had Plaintiff known about the conflict of interest, Plaintiff never would have agreed to be
26 represented by PETERS, would not have entered into the Premarital Agreement as drafted by
27 RUBIN and PETERS to Plaintiff’s detriment, and would have had legal recourse regarding the
28 misuse of community assets.

1 113. The above acts and omissions were below the standard of care and constituted
2 negligence in providing legal services in a Family Law matter. Thus, Defendants PETERS and
3 PP&E have caused Plaintiff damages in an amount to be proven at trial and in excess of the
4 minimum amount required for jurisdiction in this court. Plaintiff now faces exposure for legal fees,
5 all as a result of Defendants' negligence.

6 WHEREFORE, Plaintiff prays for judgment as set forth below.

7 **EIGHTH CAUSE OF ACTION**
8 **Declaratory Relief**
9 **(Against Defendant RUBIN)**

10 114. Plaintiff re-alleges and incorporates by reference, as if fully set forth herein, the
11 allegations contained in all prior paragraphs of this Complaint.

12 115. An actual controversy has arisen and now exists between Plaintiff and RUBIN. A
13 judicial determination is necessary and appropriate at this time to determine whether the Premarital
14 Agreement is unenforceable as set forth above.

15 116. Plaintiff contends that the Premarital Agreement is invalid and unenforceable.

16 117. The Uniform Prenuptial Agreement Act (§§ 1600–1617), provides the requirements
17 for an enforceable prenuptial agreement and the grounds for making the contract unenforceable.
18 Section 1615(c) of the UPAA provides: “(a) A premarital agreement is not enforceable if the party
19 against whom enforcement is sought proves . . . [t]hat party did not execute the agreement
20 voluntarily.” “For the purposes of subdivision (a), it shall be deemed that a premarital agreement
21 was not executed voluntarily unless the court finds in writing or on the record all of the following:
22 (1) The party against whom enforcement is sought was represented by independent legal counsel at
23 the time of signing the agreement or, after being advised to seek independent legal counsel,
24 expressly waived, in a separate writing, representation by independent legal counsel.”

25 118. Under Section 1615(c) subsection (a), the premarital agreement is also not
26 enforceable if:

27 (2) The agreement was unconscionable when it was executed and, before execution of the
28 agreement, all of the following applied to that party:

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(A) That party was not provided a fair, reasonable, and full disclosure of the property or financial obligations of the other party.

(B) That party did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

(C) That party did not have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party.

119. Plaintiff seeks a declaration that the Premarital Agreement is invalid and unenforceable.

WHEREFORE, Plaintiff prays for judgment as set forth below.

XIII. PRAYER FOR RELIEF

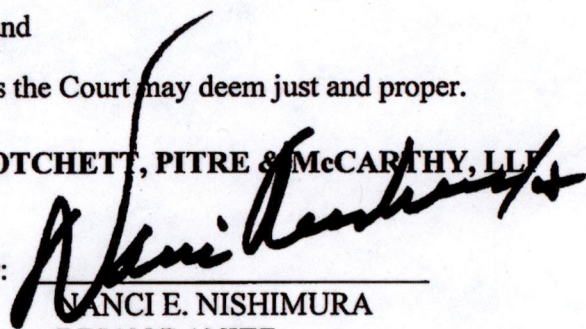
WHEREFORE, Plaintiff prays for judgment against all Defendants as follows:

1. For compensatory damages according to proof;
2. For punitive damages according to proof;
3. For pre and post judgment interest;
4. For a declaration that the Premarital Agreement is invalid and unenforceable;
5. For an order enjoining enforcement of the Premarital Agreement;
6. For attorneys' fees to the extent permitted by law;
7. For costs of suit incurred herein; and
8. For such other and further relief as the Court may deem just and proper.

Dated: October 3, 2018

COTCHETT, PITRE & McCARTHY, LLP

By:



NANCI E. NISHIMURA
BRIAN DANITZ
ANNE MARIE MURPHY
STEPHANIE BIEHL

Attorneys for Plaintiff

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XIV. DEMAND FOR JURY TRIAL

Please take notice that Plaintiff demands a trial by jury in this action.

Dated: October 3, 2018

COTCHETT, PITRE & MCCARTHY, LLP

By: 

NANCI E. NISHIMURA
BRIAN DANITZ
ANNE MARIE MURPHY
STEPHANIE BIEHL

Attorneys for Plaintiff

EXHIBIT A

PREMARITAL AGREEMENT

ANDREW RUBIN ("Andy") and RIE HIRABARU ("Rie"), referred to below as "the Parties," agree as follows:

Recitals

This Agreement is made with reference to the following facts, which the Parties agree to be true:

- i. The Parties are entering into this Agreement in contemplation of marriage. No date has been set for the wedding.
- ii. Rie is currently pregnant. Andy is the father of the unborn child. The child is expected to be born on or about November 4, 2009.
- iii. Andy was previously married, and has no children. Rie was previously married, and has no children.
- iv. Neither Party has any physical or mental disability that would render him or her incapable of executing this Agreement.
- v. Andy is currently employed by Google, receiving a salary of \$275,00 per year, plus bonus, stock options, and benefits. Rie is not currently employed.
- vi. At the time this agreement is executed neither Party has any interest in property owned by the other or income payable to the other. Neither Party owes the other money nor has any financial obligation to the other.
- vii. The Parties intend this Agreement to: (1) define their respective rights in property they currently own and that they may acquire during marriage; (2) define the interests each will

acquire in the income and property of the other because of the marriage; (3) define their respective rights to spousal support in the event that either brings a proceeding to terminate the Parties' marriage or for legal separation.

THEREFORE, for good and valuable consideration, including, without limitation, the mutual promises, conditions, and agreements set forth herein and the contemplated marriage of the Parties, the Parties agree as follows:

1. **Effective Date of Agreement:** This Agreement will become effective between the Parties on the date of their marriage and only if their marriage takes place. Until the Parties are married, this Agreement will be of no force or effect.

2. **Applicable Law:** The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of California, including but not limited to the "Uniform Premarital Agreement Act" as enacted in California Family Code sections 1600-1615.

3. **Disclosures:** Each Party acknowledges that under California law, before executing this Agreement, he or she has the obligation to provide to the other Party a fair, reasonable, and full disclosure of the property and financial obligations of the Party and that they have fulfilled that obligation. A copy of Andy's statement of his financial condition is attached to this Agreement as Exhibit A and a copy of Rie's statement is attached hereto as Exhibit B. The Parties further acknowledge that the amounts shown on their respective exhibits are approximate and not necessarily exact, but they are intended to be reasonably accurate and are warranted to be the best estimates of those amounts. Each Party acknowledges that he or she is satisfied with the disclosure made by the other Party and expressly and voluntarily waives any right to disclosure of the other Party's assets and obligations beyond that provided in the statement attached hereto.

4. **Separate Property of Each Party:** Except as otherwise provided in this Agreement, each Party agrees that the separate property of the other shall include all property the other owned before marriage, all property the other acquires during marriage by gift, inheritance, devise, or bequest, as well as all rents, issues, profits, increases, appreciation, and income from the other's separate property. Each Party further agrees that a mere change in the title or form of the other's separate property shall not modify the other's separate property interest in the property unless the Parties comply with the laws concerning agreements for the transmutation of the character of property in effect in California at the time of the change in title of form of the property.

5. **Party's Efforts After Marriage on Party's Separate Property:** Each Party agrees that the time and effort the other Party spends after marriage in managing, maintaining, improving or investing his or her separate property shall not create a community interest in that separate property or the income from that separate property, despite California law which might create a community interest in the absence of this Agreement.

6. **Party's Efforts After Marriage on Other Party's Separate Property:** Each Party agrees that the time and effort the other Party spends after marriage in managing, maintaining, improving or investing the other Party's separate property shall not create a community interest in that separate property or the income from that separate property, despite California law which might create a community interest in the absence of this agreement.

7. **Property Acquired with Borrowed Funds:** Each Party acknowledges that from time to time the other Party may obtain a loan to purchase or improve property, which loan is secured by separate property of the borrower. The loan proceeds shall be the borrower's separate property, even though the lender may intend that the loan will be repaid from community income

or assets. Any property or interest in property acquired with such borrowed funds and any property that secures the loan will remain the borrower's separate property. The Parties' community property shall be entitled to reimbursement from the borrower to the extent community income or assets are used to pay a loan of the type described in this paragraph.

8. Debts of Party: Except as otherwise provided in this Agreement, all debts secured by or related to the separate property of one Party shall be the sole responsibility of that Party to pay from his or her separate property. Such debts include, but are not limited to, mortgages, property taxes, property insurance, and maintenance expenses for real property. All unsecured obligations of either Party, no matter when incurred, shall remain the sole and separate obligation of that Party.

9. Payment of Debts of Other Party: To the extent one Party pays the separate obligations of the other, the Party who paid the obligation shall be reimbursed by the obligated Party.

10. Property Acquired After Marriage: All property acquired after marriage in the name of both Parties that is titled in the name of both parties shall be considered their community property, as will all furniture, electronic devices, and vehicles acquired by either Party.

11. Income that is Community: All income earned by either Party during the marriage shall be community property, as provided under the laws of California.

12. Agreements regarding Specific Assets:

a. Rie's home located at 76 Ramona Avenue, San Francisco, CA: Andy agrees that, immediately prior to or after marriage, he will pay off all encumbrances on Rie's home, a sum of approximately \$680,000. Upon payment of the encumbrances on the home, Rie

will deed the property to Andy and herself as tenants in common, with Andy holding a 40% undivided interest as his separate property and Rie holding a 60% undivided interest as her separate property.

b. Andy's stock options with Google derived from the sale of his interest in Android Corporation: Andy shall retain as his separate property all stock options, vested and unvested, in Google he received in compensation for the sale of his interest in the business known as Android Corporation. Rie waives her right to any community property interest in said stock options that might otherwise accrue as a result of vesting that occurs during the marriage.

13. Income taxes: The Parties will file joint federal and state income tax returns so long as they are married and are permitted to do so under the laws of the United States or California. The income tax due with respect to any such joint return shall first be paid from a Party's separate property, to the extent that such liability arises from the separate income of said Party.

14. Transfers between Parties: Nothing in this Agreement shall prohibit one Party from transferring, selling, gifting, devising or bequeathing property to the other Party or to limit the other's right to receive and hold such property. The Parties acknowledge that neither has promised the other to transfer, sell, gift, devise or bequest property to the other, except as provided in this Agreement.

15. Commencement of Community Property: The Parties agree that the accrual of "community property" shall commence on the effective date of April 1, 2009, representing the approximate date when Rie retired from her employment with Google due to her pregnancy. That is, for determining the extent of the Parties' community property estate, the Parties shall

deem April 1, 2009, as their date of marriage.

16. Spousal Support: The Parties reserve their respective rights to spousal support, as provided under California law.

17. Execution of Documents: Each Party shall execute all documents and perform all acts reasonably required to carry out the purposes of this Agreement.

18. Parties and Persons Bound: This Agreement shall bind the Parties to the Agreement and their respective heirs, assigns, representatives, executors, and administrators and any other successors in interest.

19. Modification, Revocation or Termination: This Agreement may be altered, amended, modified, revoked or terminated only by an instrument in writing expressly referring to this Agreement, executed and signed by both Andy and Rie, and by no other means. Each Party waives the right to claim, contend or assert in the future that this Agreement was modified, canceled, superseded, or changed by oral agreement, course of conduct, or estoppel.

20. Invalidity; Severability: If any term, provision or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

21. Representation of Andy: Andy has been represented in this matter by _____, who is licensed to practice in California. He acknowledges that he has been fully advised concerning his legal rights and obligations under this Agreement by that counsel.

22. Representation of Rie: Rie has been represented in this matter by STEPHEN M.

PETERS, of PETERS, PETERS & ELLINGSON, who is licensed to practice in California. She acknowledges that she has been fully advised concerning her legal rights and obligations under this Agreement by that counsel.

23. Preparation of Agreement: The Agreement is the product of negotiations by both Parties and the Parties agree that the rule that provisions of an agreement are construed against the drafter of an agreement shall not apply in interpreting this Agreement.

24. Captions: The captions of various paragraphs and sections of this Agreement are for convenience only and are not intended to be construed as part of the text of the Agreement.

25. Voluntary and Informed Consent: Each Party acknowledges that he or she has read this entire Agreement and understand the contents of this Agreement; that the Agreement is fair and equitable; that he or she has entered into and signed this Agreement voluntarily, free from duress, fraud, undue influence, coercion, or misrepresentation of any kind; and that he or she waives any right to rescind or set aside this Agreement except upon a finding that there has been an actual misrepresentation, knowingly made with intent to defraud.

26. Entire Agreement: This agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings between them.

Dated:

Dated:

ANDREW RUBIN

RIE HIRABARU

Dated:

Dated:

Attorney for Andrew Rubin

STEPHEN M. PETERS
Attorney for Rie Hirabaru

EXHIBIT B
SEALED PURSUANT
TO COURT ORDER