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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MARK DAVISSON,

Plaintiff,

v.

GOOGLE LLC,

Defendant.

No. 26 Civ. 9465

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Mark Davisson, by his attorney, James M. McDonald, United States Attorney for the Southern District of New York, pursuant to 38 U.S.C. § 4323, alleges as follows:

1. This civil action is brought under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301–4335 (“USERRA”) to recover damages and other relief as a result of Defendant’s failure to reemploy Plaintiff in a position of like status following his return from military service.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this civil action under 38 U.S.C. § 4323(b)(3) and 28 U.S.C. § 1331.

3. Venue is proper in this judicial district under 38 U.S.C. § 4323(c)(2) because defendant Google LLC (“Google”) is a private employer that maintains a place of business in this

judicial district. Additionally, venue is proper under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action occurred in this judicial district.

PARTIES

4. Plaintiff Mark Davisson (“Davisson”) is a resident of Charlotte, North Carolina, and was an employee of Google between 2019 and 2024. Davisson was a resident of New York, New York from 2012 to 2020 and maintained a residence in New York, New York from 2021 to 2024. Davisson was assigned to the Google office located at 111 8th Avenue, New York, NY 10011, which is located within the Southern District of New York. Davisson regularly conducted work on Google’s behalf within the Southern District of New York.

5. Defendant Google LLC is a limited liability company headquartered in Mountain View, California, and formed under the laws of Delaware. Google has significant business operations, which include the employment of a significant number of employees in the Southern District of New York.

6. Google is an employer within the meaning of 38 U.S.C. § 4303(4)(A).

FACTUAL ALLEGATIONS

7. Davisson enlisted in the United States Army Reserve in May 2004 and has served as a commissioned officer since December 2004. During his time of service, he has been awarded a Bronze Star for his service in Iraq, a Meritorious Service Medal for his service in Afghanistan, and numerous other individual and unit awards.

8. Davisson holds a Bachelor of Science degree from the University of Virginia and an MBA from the Stanford Graduate School of Business. He has over 20 years’ experience in the financial services and technology industries, including roles at Salomon Brothers, Morgan Stanley, and Bloomberg in New York, London, and Hong Kong.

9. In December 2019, Davisson joined Google as a Key Account Executive (“KAE”), responsible for leading Google Cloud sales initiatives within the Capital Markets segment of the Financial Services Group.

10. Each KAE in the Financial Services Group was assigned to a single large customer account.

11. In January 2020, Davisson was assigned to be the KAE managing the Google Cloud customer account for BlackRock, one of the world’s largest asset management firms, due to his significant knowledge of the financial services industry and his pre-existing relationships with key individuals at BlackRock. While Davisson was the KAE of the BlackRock account, BlackRock signed its first multimillion-dollar cloud services contract with Google in December 2021.

12. In January 2022, Davisson was also assigned as the KAE managing the Google Cloud customer account for Bridgewater Associates, one of the world’s largest hedge funds, and to manage the U.S. business of Credit Suisse. He maintained the same KAE title, status, and account management until May 2022.

13. From May 2022 to May 2023, Davisson took approved military leave from Google, during which he served at U.S. Army Cyber Command at Fort Gordon, Georgia.

14. Another Google Cloud KAE within the Financial Services Group, referred to herein as Employee-1, was assigned to manage the BlackRock, Bridgewater Associates, and Credit Suisse accounts while Davisson was on military leave.

15. Davisson requested reemployment with Google upon his return from military leave in May 2023.

16. Davisson was reinstated with the same pay and title upon his return from military leave in May 2023. However, despite his request for reemployment, Google failed to reassign

Davisson as the KAE responsible for the BlackRock, Bridgewater Associates, and Credit Suisse accounts and instead retained Employee-1 in that role.

17. Davisson was not reassigned to be the KAE on BlackRock, Bridgewater Associates, and Credit Suisse accounts or any other customer account. Instead, he did not have defined job responsibilities for approximately six months as he searched for a new role within Google.

18. By failing to reemploy Davisson as the KAE responsible for the BlackRock, Bridgewater Associates, and Credit Suisse accounts, or indeed with responsibility for any particular customer account at all, upon his return from military leave in May 2023, Google did not reemploy Davisson in a position providing the same opportunities for advancement, working conditions, and responsibility that he would have had but for his period of military service.

19. In January 2024, Google assigned Davisson to a Digital Assets sales team within the Financial Services group which was tasked with providing cloud solutions to the digital assets industry.

20. In that role, Davisson still was not given a customer account to manage. Instead, he was tasked with supporting the individuals who were managing customer accounts within the Digital Assets sales team.

21. From May 13, 2024, to June 14, 2024, Davisson was on another period of approved military leave from Google.

22. On May 29, 2024, during this subsequent period of military leave, Google informed Davisson that he would be terminated as part of a workforce reduction of employees impacting the Digital Assets team, effective August 27, 2024, if he did not find another position within the company in the interim time.

23. On information and belief, Employee-1 was not subject to this workforce reduction and remains employed at Google, working on Google Cloud sales initiatives within the Financial Services Group.

24. Upon Davisson's return from military leave, from June 15, 2024, until August 26, 2024, Davisson was permitted to apply for other Google positions. Despite applying for approximately ten positions, he was not offered another position within Google.

25. Davisson was ultimately terminated from his employment with Google on August 27, 2024.

26. On October 15, 2024, Davisson filed a claim with the Veterans' Employment and Training Service of the United States Department of Labor ("VETS") in accordance with 38 U.S.C. § 4322(a).

27. This matter was investigated by VETS acting for the Secretary of Labor under 38 U.S.C. § 4322.

28. On June 25, 2025, VETS completed its investigation and advised Google that it was in violation of USERRA. On July 30, 2025, Davisson requested his case be forwarded to the United States Attorney General's Office for further review, and the matter was referred to the United States Department of Justice.

CLAIM FOR RELIEF FOR VIOLATION OF USERRA

29. Davisson repeats and realleges the allegations in paragraphs 1 through 28 with the same force and effect as if set forth fully herein.

30. USERRA prohibits employers from discriminating or retaliating against servicemembers because of their past, current, or future military obligations.

31. USERRA also secures employment benefits for servicemembers who are absent from employment because of their service in the military.

32. Section 4313(a)(2)(A) of Title 38 provides that a servicemember whose employment is interrupted by more than 90 days of military service is, upon return to the employer, entitled to be reemployed in “the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by [military] service, or a position of like seniority, status and pay.”

33. Google has violated USERRA by failing to reemploy Davisson in a position of like status, *i.e.*, as a KAE who was responsible for managing a specific customer account, which is the position in which he would have been employed but for his military service.

34. Google may be liable for liquidated damages to the extent it willfully and/or knowingly failed to comply with USERRA in failing to reemploy Davisson in the position of employment in which he would have been employed but for his military service, or in a position of like status.

REQUEST FOR RELIEF

WHEREFORE, Davisson requests that the Court enter judgment against Google and grant relief as follows:

A. Declaring that Google’s failure to reemploy Davisson in a position of like status that he would have had but for his military service violates USERRA, 38 U.S.C. § 4313(a)(2)(A);

B. Ordering that Google comply with all provisions of USERRA, including by ordering that Google reinstate Davisson as a Key Account Executive within Financial Services Group responsible for the BlackRock and Bridgewater Associates customer accounts or a comparable group of key accounts, pursuant to 38 U.S.C. § 4323(d)(1)(A);

C. Ordering that Google pay Davisson lost wages and benefits caused by Google's violation of USERRA, pursuant to 38 U.S.C. § 4323(d)(1)(B);

D. Awarding Davisson interest on the amount of lost wages and benefits due, pursuant to 38 U.S.C. § 4323(d)(1)(C);

E. Declaring that Google met the scienter required to award liquidated damages under USERRA;

F. Ordering that Google pay Davisson liquidated damages for Google's violation of USERRA;

G. Ordering Google to institute policies, procedures, and programs to ensure a nondiscriminatory workplace, including implementing appropriate policies/procedures and providing adequate training to all employees, including management officials, regarding employee's rights under USERRA; and

H. Granting such other relief as may be just and proper together with the costs and disbursements of this lawsuit.

JURY DEMAND

Davisson demands a trial by jury on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: October 29, 2026
New York, New York

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

Respectfully submitted,

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