WR .	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	JAMES M. FINBERG (SBN 114850) EVE CERVANTEZ (SBN 164709) PEDER J. THOREEN (SBN 217081) P. CASEY PITTS (SBN 262463) CONNIE K. CHAN (SBN 284230) Altshuler Berzon LLP 177 Post Street, Suite 300 San Francisco, California 94108 Telephone: (415) 421-7151 Facsimile: (415) 362-8064 E-mail: jfinberg@altshulerberzon.com ecervantez@altshulerberzon.com pthoreen@altshulerberzon.com cpitts@altshulberzon.com cchan@altshulerberzon.com JOHN MULLAN (SBN 221149) CHAYA MANDELBAUM (SBN 239084) ERIN PULASKI (SBN 270998) Rudy, Exelrod, Zieff & Lowe, LLP 351 California Street, Suite 700 San Francisco, CA 94104 Telephone: (415) 434-9800 Facsimile: (415) 434-9813 Email: jtm@rezlaw.com cmm@rezlaw.com emp@rezlaw.com	Erretor Aug a g aba Aug a g aba
	17	SUPERIOR COURT OF T	HE STATE OF CALIFORNIA
	18	COUNTY O	F SAN MATEO
	19	RONG JEWETT, SOPHY WANG, and XIAN MURRAY, individually and on behalf of all	Case No.: 17-CIV-02669
	20 21	others similarly situated, Plaintiffs,	FIRST AMENDED CLASS ACTION COMPLAINT
	22	v.	1. Violation of California Equal Pay Act, as amended (Labor Code §§1197.5, 1194.5)
	23	ORACLE AMERICA, INC.,	 Failure to Pay All Wages Due to Discharged and Quitting Employees (Labor Code §§201-
	24	Defendant.	203, 1194.5) 3. Unfair and Unlawful Business Practices (Bus.
	25		 & Prof. Code §17200 et seq.) 4. Declaratory Judgment (C.C.P. §1060 et seq.)
	26		5. Penalties under the Labor Code Private Attorneys General Act (Labor Code §§2698- 2699 5)
	27		2699.5) JURY TRIAL DEMANDED
	28		
		FIRST AMEN	DED COMPLAINT

Plaintiffs Rong Jewett, Sophy Wang, and Xian Murray (collectively "Plaintiffs"), individually and on behalf of all others similarly situated, are informed and believe, and thereon allege, as follows:

INTRODUCTION

5 1. Plaintiffs bring this class action on behalf of themselves and on behalf of a class 6 defined as all women employed by Defendant Oracle America, Inc. ("Oracle" or "Defendant") in 7 California at any time during the time period beginning four years prior to the filing of the 8 original Complaint in this action through the date of trial in this action ("Class Period") in 9 Information Technology, Product Development, or Support job functions ("Covered Positions"). 10 2. Throughout the Class Period and throughout California, Oracle has 11 discriminated against its female employees by systematically paying them lower wage rates 12 than Oracle pays to male employees performing substantially equal or similar work under 13 similar working conditions, in violation of the California Equal Pay Act, Cal. Labor Code 14 §1197.5, as amended. Oracle's failure to pay women and men equal wages for performing 15 substantially equal or similar work is not justified by any lawful reason. 16 3. At all relevant times, Oracle has known or should have known of this pay 17 disparity between its female and male employees, yet Oracle has taken no action to equalize men 18 and women's pay for substantially equal or similar work. Oracle's failure to pay female 19 employees the same wage rates paid to male employees for substantially equal or similar work 20 has been and is willful. 21 4. As a result of Oracle's discriminatory and unlawful pay policies and/or 22 practices, Plaintiffs and class members have been denied fair wages for all work performed

during the Class Period and are entitled to wages due, interest thereon, and liquidated
damages, plus interest. In addition to damages, Plaintiffs also seek declaratory and

25 || injunctive relief enjoining Oracle from continuing to pay women less than men for

26 substantially similar work.

27 ////

1

2

3

4

28

1	JURISDICTION AND VENUE		
2	5. This Court has jurisdiction over this matter because Defendant is a corporation		
3	that maintains its headquarters in California, is licensed to do business in California, regularly		
4	conducts business in California, and committed and continues to commit the unlawful acts		
5	alleged herein in California.		
6	6. Venue is proper in this Court pursuant to California Code of Civil Procedure		
7	§§395 and 395.5 because Defendant is a corporation that maintains its headquarters in the		
8	County of San Mateo and because a substantial part of the unlawful acts alleged herein occurred		
9	and continue to occur in this County.		
10	PARTIES		
11	7. Plaintiff Rong Jewett is a woman who was employed by Oracle as an application		
12	engineer (also known as "application developer") and senior application engineer (also known as		
13	"senior application developer"), which are both Covered Positions, at Oracle's headquarters		
14	located in Redwood Shores from approximately April 2012 to approximately July 2016. On		
15	information and belief, Oracle paid Plaintiff Jewett less than men for substantially equal or		
16	similar work.		
17	8. Plaintiff Sophy Wang is a woman who was employed by Oracle as an application		
18	engineer (also known as "application developer"), senior application engineer (also known as		
19	"senior application developer"), project lead, and principal application engineer (also known as		
20	"principal application developer"), which are all Covered Positions, at Oracle's headquarters		
21	located in Redwood Shores from approximately October 2008 to approximately March 2017.		
22	On information and belief, Oracle paid Plaintiff Wang less than men for substantially equal or		
23	similar work.		
24	9. Plaintiff Xian Murray is a woman who was employed by Oracle as a software		
25	engineer, senior engineer, and project lead, which are all Covered Positions, at Oracle's		
26	headquarters located in Redwood Shores from approximately March 2011 through		
27	approximately October 2016. On information and belief, Oracle paid Plaintiff Murray less than		
28	men for substantially equal or similar work.		
	3.		

•

Defendant Oracle America, Inc. is a corporation that develops and markets
 software and hardware products and also sells services related to those products. Oracle's
 headquarters are located at 500 Oracle Parkway, Redwood Shores, California 94065. Upon
 information and belief, Oracle employs over 7,000 employees at its Redwood Shores
 headquarters and also has employees at its 14 other office locations throughout California.

6

FACTUAL ALLEGATIONS

7 11. On January 17, 2017, the United States Department of Labor's Office of Federal 8 Contract Compliance Programs ("OFCCP") filed an administrative complaint against Oracle 9 based on its compliance review of Oracle's headquarters in Redwood Shores, California, which 10 found "systemic discrimination against women" and "gross disparities in pay" even after 11 controlling for job title, full-time status, exempt status, global career level, job specialty, 12 estimated prior work experience, and company tenure. OFCCP's compliance audit of Oracle's 13 Redwood Shores headquarters found that from at least January 1, 2014 onward, and on ·14 information and belief from 2013 onward, Oracle discriminated against qualified female 15 employees in its Information Technology, Product Development, and Support lines of business 16 or job functions (covering 80 job titles) based upon sex by paying them less than male employees 17 employed in similar roles.

18 12. Throughout the Class Period, Oracle's employees employed in Information
 19 Technology, Product Development, or Support job functions throughout California have
 20 performed substantially equal or similar work under similar working conditions as other Oracle
 21 employees with the same job title, regardless of employees' office locations.

Throughout the Class Period, Oracle's central administrative officers based in its
 Redwood Shores headquarters have maintained centralized control over employees' terms and
 conditions of employment, including, without limitation, job and location assignment, career
 progression, promotion, and compensation policies, practices and procedures.

14. Throughout the Class Period, Oracle's corporate headquarters has maintained
responsibility for hiring employees, setting wages, and assigning the location of employment
across all of its California offices.

1 15. Throughout the Class Period, Oracle's compensation policies and practices have
 2 been and continue to be centrally determined and uniformly applied to all of Oracle's employees
 3 throughout its California office locations.

4 16. Throughout the Class Period, Oracle has maintained and continues to maintain a 5 centrally determined and uniformly applied set of policies and/or practices for determining 6 employees' wage rates throughout California, including centralized policies and/or practices for 7 setting employees' initial pay, and centralized policies and/or practices for giving employees pay 8 raises. For example, Oracle's corporate headquarters administers a centralized pay structure 9 requiring that employees' salaries be restricted to corporate-imposed compensation ranges. 10 These compensation ranges are set on a company-wide basis and apply across all of Oracle's 11 California offices.

17. Throughout the Class Period, all compensation decisions concerning Oracle's
California employees have been and continue to be subject to approval by Oracle's central
administrative officers based in headquarters. Salary increases are dictated by payroll budgets
established by corporate headquarters, and must be approved by central management. Similarly,
Oracle has applied uniform promotion policies and practices to its employees throughout
California, including its requirement that promotions must be approved by Oracle's corporate
headquarters.

19 18. Throughout the Class Period, Oracle has maintained and continues to maintain a
20 centrally determined and uniformly applied policy and/or practice throughout California of not
21 adjusting employees' wage rates to ensure that it does not pay its female employees less than its
22 male employees for substantially equal or similar work.

23

24

25

19. Throughout the Class Period, Oracle has paid women less than men for substantially equal or similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions.

26 20. Oracle is required to maintain records of the wages and wage rates, job
27 classifications, and other terms and conditions of employment of all of its employees throughout
28 California. Oracle therefore knew or should have known that it paid female employees in the

1	Covered Positions less than it paid their male counterparts for performing substantially equal or			
2	similar work, yet Oracle took no steps to eliminate its unlawful and discriminatory pay practices			
3	at any time during the Class Period.			
4	CLASS ACTION ALLEGATIONS			
5	21. Plaintiffs bring their first through third causes of action on behalf of themselves			
6	and on behalf of the following proposed class ("Class"):			
7	All women employed by Oracle in California in Information Technology, Product			
8	Development, or Support job functions at any time during the time period beginning four years prior to the filing of the original Complaint through the date			
9	of trial in this action.			
10	22. This action is appropriately suited for a class action because:			
11	a. The proposed Class is numerous and ascertainable. On information and			
12	belief, the proposed Class includes thousands of current and former female Oracle employees			
13	located across California, and therefore joinder of all individual Class members would be			
14	impractical.			
15	b. This action involves questions of law and fact common to Plaintiffs and all			
16	Class members which predominate over any individual issues, including but not limited to: (a)			
17	whether Oracle has a systemic policy and/or practice of paying its female employees at wage			
18	rates lower than those paid to its male employees performing substantially equal or similar work			
19	under similar conditions; (b) whether Oracle's systemic policy and/or practice of paying its			
20	female employees at wage rates lower than those paid to their male counterparts violates the			
21	California Equal Pay Act, as amended, Cal. Labor Code §1197.5; and (c) whether Oracle's			
22	systemic policy and/or practice of paying its female employees at wage rates lower than those			
23	paid to their male counterparts was willful. These common questions of law and fact			
24	predominate over any questions affecting only individual class members in this action.			
25	c. Plaintiffs Jewett's, Wang's, and Murray's claims are typical of Class			
26	members' claims because they are women who were employed by Oracle in California during			
27	the Class Period in one or more of the Covered Positions, and, on information and belief, were			
28	paid less than male employees for substantially equal or similar work. Upon information and			
	6 FIRST AMENDED COMPLAINT			

belief, Oracle has applied uniform wage rate policies and practices to its employees throughout
 California at all times throughout the Class Period.

3 d. Plaintiffs Jewett, Wang, and Murray are able to fairly and adequately 4 protect the interests of all members of the class because it is in Plaintiffs' best interests to 5 prosecute the claims alleged herein to obtain full compensation due to the Class for all work 6 performed, and to obtain injunctive relief to protect the Class from further discriminatory wage 7 rates going forward. Plaintiffs have selected counsel who have the requisite resources and ability 8 to prosecute this case as a class action and are experienced labor and employment attorneys who 9 have successfully litigated other cases involving similar issues, including in class actions. 10 This suit is properly maintained as a class action under C.C.P. §382 e. 11 because Oracle has implemented an unlawful wage rate scheme that is generally applicable to the 12 Class, making it appropriate to issue final injunctive relief and corresponding declaratory relief 13 with respect to the Class as a whole. This suit is also properly maintained as a class action 14 because the common questions of law and fact predominate over any questions affecting only 15 individual members of the class. For all these and other reasons, a class action is superior to 16 other available methods for the fair and efficient adjudication of the controversy set forth herein. 17 FIRST CAUSE OF ACTION Violation of the California Equal Pay Act, as amended 18 Cal. Labor Code §§1197.5, 1194.5 (Brought by All Plaintiffs on Behalf of Themselves and the Plaintiff Class) 19 23. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and 20 every preceding paragraph as if fully set forth herein. 21 24. Oracle has discriminated against Plaintiffs and all Class members in violation of 22 California Labor Code §1197.5 by paying its female employees at wage rates less than the wage 23 rates paid to male employees for substantially equal or similar work, when viewed as a 24 composite of skill, effort, and responsibility, and performed under similar working conditions. 25 throughout the Class Period. 26 25. Oracle willfully violated California Labor Code §1197.5 by intentionally, 27 knowingly, and deliberately paying women less than men for substantially equal or similar work 28 throughout the Class Period. 7 FIRST AMENDED COMPLAINT

1	26. As a result of Oracle's conduct, violation of California Labor Code §1197.5,		
2	and/or Oracle's willful, knowing, and intentional discrimination, Plaintiffs and Class members		
3	have suffered and will continue to suffer harm, including but not limited to lost earnings, lost		
4	benefits, and other financial loss, as well as non-economic damages.		
5	27. Plaintiffs and Class members are therefore entitled to all legal and equitable		
6	remedies available under law, including wages, interest, and liquidated damages.		
7	SECOND CAUSE OF ACTION		
8	Failure to Pay All Wages Due to Discharged and Quitting Employees Cal. Labor Code §§201-203, 1194.5		
9	(Brought by All Plaintiffs on Behalf of Themselves and the Plaintiff Class)		
10	28. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and		
11	every preceding paragraph as if fully set forth herein.		
12	29. Pursuant to California Labor Code §§201, 202, and 203, Oracle is required to pay		
13	all earned and unpaid wages to an employee who is discharged or quits. California Labor Code		
14	§201 mandates that if an employer discharges an employee, the employee's wages accrued and		
15	unpaid at the time of discharge are due and payable immediately. California Labor Code §202		
16	mandates that if an employee quits, the employee's wages accrued and unpaid at the time of		
17	quitting are due and payable no later than 72 hours after the employee quits his or her		
18	employment, unless the employee provided at least 72 hours of notice of his or her intention to		
19	quit, in which case the wages are due immediately at the time of quitting.		
20	30. California Labor Code §203 provides that if an employer willfully fails to pay in		
21	accordance with California Labor Code §§201 and 202 any wages of an employee who is		
22	discharged or who quits, the employer is liable for waiting time penalties in the form of		
23	continued compensation to the employee at the same rate for up to 30 work days.		
24	31. By intentionally and deliberately paying Plaintiffs and Class members lower		
25	wages than wages paid to their male counterparts for performing substantially equal or similar		
26	work, Oracle has willfully failed and continues to fail to pay all accrued wages due to Plaintiffs		
27	and Class members who have been discharged or who have quit, in violation of Labor Code		
28	§§201 and 202, respectively.		
	8		

1 32. As a result of Oracle's unlawful actions and omissions, Plaintiffs and former 2 employee Class members are entitled to all available statutory penalties, including the waiting 3 time penalties provided in California Labor Code §203, together with interest thereon, as well as 4 other available remedies. 5 THIRD CAUSE OF ACTION **Unlawful and Unfair Business Practices** 6 Cal. Bus. & Prof. Code §17200 et seq. (Brought by All Plaintiffs on Behalf of Themselves and the Plaintiff Class) 7 33. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and 8 every preceding paragraph as if fully set forth herein. 9 Oracle's policies and/or practices of paying female employees less than male 34. 10 employees for substantially equal or similar work performed and of failing to timely pay female 11 employees who are discharged or who quit all wages earned and due constitute business 12 practices because Oracle's acts and omissions as alleged herein have been done repeatedly over a 13 significant period of time, and in a systematic manner, to the detriment of Plaintiffs and Class 14 members. 15 35. Oracle's acts and omissions, as alleged herein, violate the California Equal Pay 16 Act, as amended, Labor Code §1197.5, and California Labor Code §§201, 202, and 203, and 17 therefore constitute unlawful business practices prohibited by Business & Professions Code 18 §17200 et seq. 19 36. Oracle's acts and omissions, as alleged herein, constitute unfair business practices 20 prohibited by Business & Professions Code §17200 et seq. Oracle's business practice of paying 21 women less than men for substantially equal or similar work causes harm to Plaintiffs and Class 22 members that outweighs any reason Oracle may have for doing so. Oracle's business practice as 23 alleged herein is also immoral, unethical, oppressive, unscrupulous, and offensive to the 24 established public policies of ensuring women and men are paid equally for performing 25 substantially equal or similar work, as reflected in both the California Equal Pay Act, Cal. Labor 26 Code §1197.5, and the federal Equal Pay Act, 29 U.S.C. §206(d), and ensuring women are not 27 discriminated against in the workplace, as reflected in both the California Fair Employment and 28 ٥

	· · · · · · · · · · · · · · · · · · ·		
1	Housing Act, Cal. Gov't Code §12940 et seq., and Title VII of the Civil Rights Act of 1964, 42		
2	U.S.C. §2000e et seq.		
3	37. As a result of its unlawful and/or unfair business practices, Oracle has reaped and		
4	continues to reap unfair and illegal profits at the expense of Plaintiffs and Class members.		
5	Accordingly, Oracle should be disgorged of its illegal profits, and Plaintiffs and Class members		
6	are entitled to restitution with interest of such ill-gotten profits in an amount according to proof		
7	at the time of trial.		
8	38. Oracle's unlawful and/or unfair business practices entitle Plaintiffs and Class		
9	members to preliminary and permanent injunctive relief and other equitable relief available		
10	under law.		
11	FOURTH CAUSE OF ACTION		
12	Declaratory Judgment Cal. C.C.P. § 1060 et seq. (Brought by All Plaintiffs on Behalf of Themselves and the Plaintiff Class)		
13	39. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and		
14	every preceding paragraph as if fully set forth herein.		
15	40. An actual controversy has arisen and now exists between the parties relating to		
16	the legal rights and duties of the parties as set forth above, for which Plaintiffs desire a		
17	declaration of rights and other relief available pursuant to the California Declaratory Judgment		
18	Act, C.C.P. §1060 et seq.		
19	41. A declaratory judgment is necessary and proper in that Plaintiffs contend that		
20	Oracle has committed and continues to commit the violations set forth above and, on information		
21	and belief, Oracle will deny that it has done so and/or will continue to commit such acts.		
22	FIFTH CAUSE OF ACTION		
23	Representative Action for Civil Penalties Cal. Labor Code §§ 2698- 2699.5		
24	(Brought by Plaintiffs Jewett and Wang on Behalf of Themselves, All Similarly Aggrieved Current and Former Oracle Employees, and the State)		
25	42. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and		
26	every preceding paragraph as if fully set forth herein.		
27	43. Plaintiffs Jewett and Wang are each an "aggrieved employee" within the meaning		
28	of California Labor Code §2699(c), and are each a proper representative to bring a civil action on		
	10 FIRST AMENDED COMPLAINT		
ļ			

behalf of herself and other current and former employees of Oracle pursuant to the procedures
 specified in California Labor Code §2699.3, because Plaintiffs Jewett and Wang were employed
 by Oracle and the alleged violations of California Labor Code §§201-203 and 1197.5 were
 committed by Oracle against them.
 44. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),

Labor Code §§2698-2699.5, Plaintiffs seek to recover civil penalties in the amount of \$100 for
each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved
employees per pay period for each subsequent violation of California Labor Code §1197.5 as
alleged herein.

10 45. Plaintiffs are also entitled to an award of reasonable attorneys' fees and costs
11 pursuant to California Labor Code §2699(g)(1).

12 46. Pursuant to California Labor Code §2699.3, Plaintiffs Jewett and Wang gave 13 written notice by online filing with the California Labor and Workforce Development Agency 14 ("LWDA") and by certified mail to Oracle of the specific provisions of the California Labor 15 Code alleged to have been violated, including the facts and theories to support the alleged 16 violations. More than sixty-five (65) calendar days have passed since the postmark date of 17 Plaintiffs' notice letter, and the LWDA has not provided notice to Plaintiffs that it intends to 18 investigate the alleged violations. Plaintiffs have therefore complied with the prerequisites set 19 forth in California Labor Code §2699.3 for commencing a representative action under PAGA.

20

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated,
respectfully pray for relief against Oracle as follows:

23

24

1. For an order certifying this action as a class action;

2. For an order appointing Plaintiffs Jewett, Wang, and Murray as class

25 || representatives, and appointing Plaintiffs' counsel as class counsel;

26
3. For all wages due pursuant to California Labor Code §1197.5(h) in an amount to
27
be ascertained at trial;

28

4. For liquidated damages pursuant to California Labor Code §1197.5(h);

1	5. For prejudgment interest on unpaid wages at a rate of 10% per annum pursuant to			
-2	California Labor Code §1197.5(h) and California Civil Code §§3287-3288, and/or any other			
3	applicable provision providing for prejudgment interest;			
4	6. For statutory and civil penalties according to proof, including but not limited to all			
5	waiting time penalties authorized by California Labor Code §203 and all penalties authorized by			
6	California Labor Code §2699(f)(2);			
7	7.	7. For declaratory relief;		
8	8. For restitution of all monies due to Plaintiffs and Class Members, as well as			
9	disgorgement of Oracle's profits from its unlawful and/or unfair business practices;			
10	9.	For preliminary and permanent injunct	ive relief enjoining Oracle from violating	
11	California Labor Code §1197.5 by paying its female employees lower wage rates than those paid			
12	to their male counterparts for substantially similar work, and from engaging in the unfair and			
13	unlawful bus	siness practices complained of herein;		
14	10.	For reasonable attorneys' fees and cost	ts pursuant to California Labor Code	
15	§§1197.5(h) and 2699(g)(1), California Code of Civil Procedure §1021.5, and/or any other			
16	applicable pr	ovision providing for attorneys' fees and	costs; and	
17	11.	For such further relief that the Court m	ay deem just and proper.	
18				
19			Respectfully submitted,	
20	Dated: Augu		AMES M. FINBERG EVE CERVANTEZ	
21			EDER THOREEN . CASEY PITTS	
22		С	CONNIE K. CHAN	
23		A	ltshuler Berzon LLP	
24		Þ	James M. Finberg	
25			OHN MULLAN	
26		С	CHAYA MANDELBAUM CRIN PULASKI	
27			Ludy, Exelrod, Zieff & Lowe, LLP	
28		A	ttorneys for Plaintiffs	
		12 FIRST AMENDED COMPLAINT		

.

1	
1 2	DEMAND FOR JURY TRIAL Plaintiffs Rong Jewett, Sophy Wang, and Xian Murray, on behalf of themselves and all
3	others similarly situated, hereby demand a jury trial with respect to all issues triable of right by
4	jury.
5	Respectfully submitted,
6	
7	EVE CERVANTEZ
8	PEDER THOREEN P. CASEY PITTS
9	CONNIE K. GHAN Altshuler Berzon ILP
10	By:
11	James M. Finberg
12	LOHN-MULLAN CHAYA MANDELBAUM
13	ERIN PULASKI Rudy, Exelrod, Zieff & Lowe, LLP
14	Attorneys for Plaintiffs
15	·
16	
17	
18 19	· · · ·
20	
21	
22	
23	
24	
25	
26	
27	
28	
	FIRST AMENDED COMPLAINT