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SAN MATEO COUNTY

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Clerk of the Superior Court
By  DEPUTY CLERK

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17-CIV-02669
ACM
Amended Complaint
682776



BY FAX

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28 SOPHY WANG, and XIAN MURRAY, on
behalf of themselves and all others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

19 RONG JEWETT, SOPHY WANG, and XIAN
20 MURRAY, individually and on behalf of all
others similarly situated,

Case No.: 17-CIV-02669

**FIRST AMENDED CLASS ACTION
COMPLAINT**

21 Plaintiffs,

22 v.

23 ORACLE AMERICA, INC.,

24 Defendant.

1. Violation of California Equal Pay Act, as amended (Labor Code §§1197.5, 1194.5)
2. Failure to Pay All Wages Due to Discharged and Quitting Employees (Labor Code §§201-203, 1194.5)
3. Unfair and Unlawful Business Practices (Bus. & Prof. Code §17200 *et seq.*)
4. Declaratory Judgment (C.C.P. §1060 *et seq.*)
5. Penalties under the Labor Code Private Attorneys General Act (Labor Code §§2698-2699.5)

JURY TRIAL DEMANDED

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

4 **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
23 during the Class Period and are entitled to wages due, interest thereon, and liquidated
24 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.

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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.

12 17. Throughout the Class Period, all compensation decisions concerning Oracle's
13 California employees have been and continue to be subject to approval by Oracle's central
14 administrative officers based in headquarters. Salary increases are dictated by payroll budgets
15 established by corporate headquarters, and must be approved by central management. Similarly,
16 Oracle has applied uniform promotion policies and practices to its employees throughout
17 California, including its requirement that promotions must be approved by Oracle's corporate
18 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 19. Throughout the Class Period, Oracle has paid women less than men for
24 substantially equal or similar work, when viewed as a composite of skill, effort, and
25 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
9 beginning four years prior to the filing of the original Complaint through the date
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

1 belief, Oracle has applied uniform wage rate policies and practices to its employees throughout
2 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 e. This suit is properly maintained as a class action under C.C.P. §382
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**

18 **Violation of the California Equal Pay Act, as amended**
19 **Cal. Labor Code §§1197.5, 1194.5**

20 **(Brought by All Plaintiffs on Behalf of Themselves and the Plaintiff Class)**

21 23. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
22 every preceding paragraph as if fully set forth herein.

23 24. Oracle has discriminated against Plaintiffs and all Class members in violation of
24 California Labor Code §1197.5 by paying its female employees at wage rates less than the wage
25 rates paid to male employees for substantially equal or similar work, when viewed as a
26 composite of skill, effort, and responsibility, and performed under similar working conditions,
27 throughout the Class Period.

28 25. Oracle willfully violated California Labor Code §1197.5 by intentionally,
knowingly, and deliberately paying women less than men for substantially equal or similar work
throughout the Class Period.

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**

13 **Cal. C.C.P. § 1060 *et seq.***

14 **(Brought by All Plaintiffs on Behalf of Themselves and the Plaintiff Class)**

15 39. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
16 every preceding paragraph as if fully set forth herein.

17 40. An actual controversy has arisen and now exists between the parties relating to
18 the legal rights and duties of the parties as set forth above, for which Plaintiffs desire a
19 declaration of rights and other relief available pursuant to the California Declaratory Judgment
20 Act, C.C.P. §1060 *et seq.*

21 41. A declaratory judgment is necessary and proper in that Plaintiffs contend that
22 Oracle has committed and continues to commit the violations set forth above and, on information
23 and belief, Oracle will deny that it has done so and/or will continue to commit such acts.

24 **FIFTH CAUSE OF ACTION**

25 **Representative Action for Civil Penalties**

26 **Cal. Labor Code §§ 2698- 2699.5**

27 **(Brought by Plaintiffs Jewett and Wang on Behalf of Themselves, All Similarly Aggrieved
28 Current and Former Oracle Employees, and the State)**

42. Plaintiffs hereby re-allege and incorporate by reference all allegations in each and
every preceding paragraph as if fully set forth herein.

43. Plaintiffs Jewett and Wang are each an "aggrieved employee" within the meaning
of California Labor Code §2699(c), and are each a proper representative to bring a civil action on

1 behalf of herself and other current and former employees of Oracle pursuant to the procedures
2 specified in California Labor Code §2699.3, because Plaintiffs Jewett and Wang were employed
3 by Oracle and the alleged violations of California Labor Code §§201-203 and 1197.5 were
4 committed by Oracle against them.

5 44. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
6 Labor Code §§2698-2699.5, Plaintiffs seek to recover civil penalties in the amount of \$100 for
7 each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved
8 employees per pay period for each subsequent violation of California Labor Code §1197.5 as
9 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**

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

- 23 1. For an order certifying this action as a class action;
- 24 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);

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DEMAND FOR JURY TRIAL

Plaintiffs Rong Jewett, Sophy Wang, and Xian Murray, on behalf of themselves and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

Respectfully submitted,

Dated: August 28, 2017

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