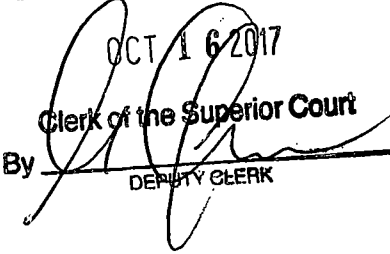


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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

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

Plaintiffs,

v.

ORACLE AMERICA, INC.,

Defendant.

Case No.: 17-CIV-02669

**SECOND AMENDED CLASS ACTION
COMPLAINT**

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 equal and substantially 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 equal and substantially 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 equal and substantially similar work. Oracle's failure to pay female
19 employees the same wage rates paid to male employees for equal and substantially 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 Plaintiff Wang and male employees in the same establishment performed equal work on jobs the
2 performance of which required equal skill, effort, and responsibility, and which were performed
3 under similar working conditions, from at least the beginning of the class period through
4 December 31, 2015. Plaintiff Wang and male employees performed substantially similar work,
5 when viewed as a composite of skill, effort, and responsibility, and performed under similar
6 working conditions, from at least January 1, 2016 until the end of Plaintiff Wang's employment.
7 On information and belief, Oracle paid Plaintiff Wang less than men for equal work through
8 December 31, 2015, and for substantially similar work from January 1, 2016 until the end of
9 Plaintiff Wang's employment.

10 9. Plaintiff Xian Murray is a woman who was employed by Oracle as a software
11 engineer, senior engineer, and project lead, which are all Covered Positions, at Oracle's
12 headquarters located in Redwood Shores from approximately March 2011 through
13 approximately October 2016. Plaintiff Murray and male employees in the same establishment
14 performed equal work on jobs the performance of which required equal skill, effort, and
15 responsibility, and which were performed under similar working conditions, from at least the
16 beginning of the class period through December 31, 2015. Plaintiff Murray and male employees
17 performed substantially similar work, when viewed as a composite of skill, effort, and
18 responsibility, and performed under similar working conditions, from at least January 1, 2016
19 until the end of Plaintiff Murray's employment. On information and belief, Oracle paid Plaintiff
20 Murray less than men for equal work through December 31, 2015, and for substantially similar
21 work from January 1, 2016 until the end of Plaintiff Murray's employment.

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

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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. From the beginning of the Class Period until at least December 31, 2015, Oracle
24 has paid women less than men in the same establishment (as interpreted to mean all of Oracle's
25 office locations in California, in light of the allegations in paragraphs 12 through 18) for equal
26 work on jobs the performance of which requires equal skill, effort, and responsibility, and
27 performed under similar working conditions. From at least January 1, 2016 until the present,
28

1 Oracle has paid women less than men for substantially similar work, when viewed as a
2 composite of skill, effort, and responsibility, and performed under similar working conditions.

3 20. Oracle is required to maintain records of the wages and wage rates, job
4 classifications, and other terms and conditions of employment of all of its employees throughout
5 California. Oracle therefore knew or should have known that it paid female employees in the
6 Covered Positions less than it paid their male counterparts for performing equal and substantially
7 similar work, yet Oracle took no steps to eliminate its unlawful and discriminatory pay practices
8 at any time during the Class Period.

9 **CLASS ACTION ALLEGATIONS**

10 21. Plaintiffs bring their first through third causes of action on behalf of themselves
11 and on behalf of the following proposed class ("Class"):

12 All women employed by Oracle in California in Information Technology, Product
13 Development, or Support job functions at any time during the time period
14 beginning four years prior to the filing of the original Complaint through the date
of trial in this action.

15 22. This action is appropriately suited for a class action because:

16 a. The proposed Class is numerous and ascertainable. On information and
17 belief, the proposed Class includes thousands of current and former female Oracle employees
18 located across California, and therefore joinder of all individual Class members would be
19 impractical.

20 b. This action involves questions of law and fact common to Plaintiffs and all
21 Class members which predominate over any individual issues, including but not limited to: (a)
22 whether Oracle had a systemic policy and/or practice, from the beginning of the Class Period
23 until at least December 31, 2015, of paying its female employees at wage rates lower than those
24 paid to its male employees in the same establishment (as interpreted to mean all of Oracle's
25 office locations in California, in light of the allegations in paragraphs 12 through 18) for equal
26 work on jobs the performance of which required equal skill, effort, and responsibility, and which
27 were performed under similar working conditions; (b) whether Oracle has had a systemic policy
28 and/or practice, from at least January 1, 2016 to the present, of paying its female employees at

1 wage rates lower than those paid to its male employees performing substantially similar work,
2 when viewed as a composite of skill, effort, and responsibility, and performed under similar
3 conditions; (c) whether Oracle's systemic policy and/or practice of paying its female employees
4 at wage rates lower than those paid to their male counterparts violates the California Equal Pay
5 Act, as amended, Cal. Labor Code §1197.5; and (d) whether Oracle's systemic policy and/or
6 practice of paying its female employees at wage rates lower than those paid to their male
7 counterparts was willful. These common questions of law and fact predominate over any
8 questions affecting only individual class members in this action.

9 c. Plaintiffs Jewett's, Wang's, and Murray's claims are typical of Class
10 members' claims because they are women who were employed by Oracle in California during
11 the Class Period in one or more of the Covered Positions, and, on information and belief, were
12 paid less than male employees for equal and substantially similar work. Upon information and
13 belief, Oracle has applied uniform wage rate policies and practices to its employees throughout
14 California at all times throughout the Class Period.

15 d. Plaintiffs Jewett, Wang, and Murray are able to fairly and adequately
16 protect the interests of all members of the class because it is in Plaintiffs' best interests to
17 prosecute the claims alleged herein to obtain full compensation due to the Class for all work
18 performed, and to obtain injunctive relief to protect the Class from further discriminatory wage
19 rates going forward. Plaintiffs have selected counsel who have the requisite resources and ability
20 to prosecute this case as a class action and are experienced labor and employment attorneys who
21 have successfully litigated other cases involving similar issues, including in class actions.

22 e. This suit is properly maintained as a class action under C.C.P. §382
23 because Oracle has implemented an unlawful wage rate scheme that is generally applicable to the
24 Class, making it appropriate to issue final injunctive relief and corresponding declaratory relief
25 with respect to the Class as a whole. This suit is also properly maintained as a class action
26 because the common questions of law and fact predominate over any questions affecting only
27 individual members of the class. For all these and other reasons, a class action is superior to
28 other available methods for the fair and efficient adjudication of the controversy set forth herein.

1 **FIRST CAUSE OF ACTION**

2 **Violation of the California Equal Pay Act, as amended**

3 **Cal. Labor Code §§1197.5, 1194.5**

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

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

6 24. Oracle has discriminated against Plaintiffs and all Class members in violation of
7 California Labor Code §1197.5 by paying its female employees at wage rates less than the wage
8 rates paid to male employees for equal and substantially similar work throughout the Class
9 Period. Specifically, from the beginning of the Class Period until at least December 31, 2015,
10 Oracle has paid women less than men in the same establishment (as interpreted to mean all of
11 Oracle's office locations in California, in light of the allegations in paragraphs 12 through 18) for
12 equal work on jobs the performance of which required equal skill, effort, and responsibility, and
13 which were performed under similar working conditions. From at least January 1, 2016 until the
14 present, Oracle has paid women less than men for substantially similar work, when viewed as a
15 composite of skill, effort, and responsibility, and performed under similar working conditions.

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

19 26. As a result of Oracle's conduct, violation of California Labor Code §1197.5,
20 and/or Oracle's willful, knowing, and intentional discrimination, Plaintiffs and Class members
21 have suffered and will continue to suffer harm, including but not limited to lost earnings, lost
22 benefits, and other financial loss, as well as non-economic damages.

23 27. Plaintiffs and Class members are therefore entitled to all legal and equitable
24 remedies available under law, including wages, interest, and liquidated damages.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

27 **Cal. Labor Code §§201-203, 1194.5**

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

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

1 employees who are discharged or who quit all wages earned and due constitute business
2 practices because Oracle's acts and omissions as alleged herein have been done repeatedly over a
3 significant period of time, and in a systematic manner, to the detriment of Plaintiffs and Class
4 members.

5 35. Oracle's acts and omissions, as alleged herein, violate the California Equal Pay
6 Act, as amended, Labor Code §1197.5, and California Labor Code §§201, 202, and 203, and
7 therefore constitute unlawful business practices prohibited by Business & Professions Code
8 §17200 *et seq.*

9 36. Oracle's acts and omissions, as alleged herein, constitute unfair business practices
10 prohibited by Business & Professions Code §17200 *et seq.* Oracle's business practice of paying
11 women less than men for equal and substantially similar work causes harm to Plaintiffs and
12 Class members that outweighs any reason Oracle may have for doing so. Oracle's business
13 practice as alleged herein is also immoral, unethical, oppressive, unscrupulous, and offensive to
14 the established public policies of ensuring women and men are paid equally for performing equal
15 and substantially similar work, as reflected in both the California Equal Pay Act, Cal. Labor
16 Code §1197.5, and the federal Equal Pay Act, 29 U.S.C. §206(d), and ensuring women are not
17 discriminated against in the workplace, as reflected in both the California Fair Employment and
18 Housing Act, Cal. Gov't Code §12940 *et seq.*, and Title VII of the Civil Rights Act of 1964, 42
19 U.S.C. §2000e *et seq.*

20 37. As a result of its unlawful and/or unfair business practices, Oracle has reaped and
21 continues to reap unfair and illegal profits at the expense of Plaintiffs and Class members.
22 Accordingly, Oracle should be disgorged of its illegal profits, and Plaintiffs and Class members
23 are entitled to restitution with interest of such ill-gotten profits in an amount according to proof
24 at the time of trial.

25 38. Oracle's unlawful and/or unfair business practices entitle Plaintiffs and Class
26 members to preliminary and permanent injunctive relief and other equitable relief available
27 under law.

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1 **FOURTH CAUSE OF ACTION**

2 **Declaratory Judgment**

3 **Cal. C.C.P. § 1060 et seq.**

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

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

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

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

14 **FIFTH CAUSE OF ACTION**

15 **Representative Action for Civil Penalties**

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

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

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

21 43. Plaintiffs Jewett and Wang are each an “aggrieved employee” within the meaning
22 of California Labor Code §2699(c), and are each a proper representative to bring a civil action on
23 behalf of herself and other current and former employees of Oracle pursuant to the procedures
24 specified in California Labor Code §2699.3, because Plaintiffs Jewett and Wang were employed
25 by Oracle and the alleged violations of California Labor Code §§201-203 and 1197.5 were
26 committed by Oracle against them.

27 44. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
28 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.

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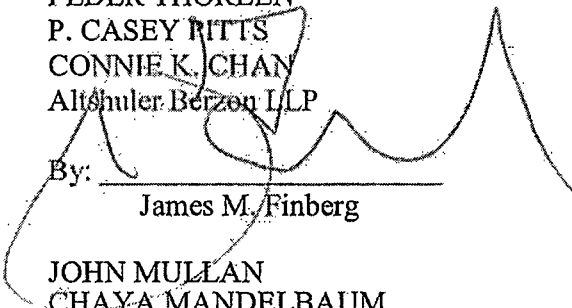
DEMAND FOR JURY TRIAL

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: October 9, 2017

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