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Case #21CV392049
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ANA CANTU, individually, and on behalf of
others similarly situated

Plaintiff,

vs.

GOOGLE LLC, LISA NICOLE CHEN, AND
DOES 1 THROUGH 25, INCLUSIVE,

Defendants

Case No. 21CV392049

**SECOND AMENDED COMPLAINT FOR
DAMAGES**

- 1. DISCRIMINATION ON THE BASIS OF RACE/NATIONAL ORIGIN/ANCESTRY IN VIOLATION OF THE FEHA**
- 2. HARASSMENT ON THE BASIS OF RACE/NATIONAL ORIGIN/ANCESTRY IN VIOLATION OF THE FEHA**
- 3. RETALIATION FOR OPPOSING PRACTICES FORBIDDEN BY THE FEHA;**
- 4. FAILURE TO PREVENT, INVESTIGATE, AND REMEDY DISCRIMINATION, HARASSMENT OR RETALIATION IN VIOLATION OF THE FEHA;**
- 5. WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
- 6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- 7. NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS;**
- 8. VIOLATION OF CALIFORNIA EQUAL PAY ACT, LABOR CODE § 1197.5;**

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**9. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
10. UNFAIR AND UNLAWFUL BUSINESS PRACTICES;
11. PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT, AS REPRESENTATIVE ACTION**

DEMAND FOR JURY TRIAL

Plaintiff ANA CANTU (hereinafter "PLAINTIFF") brings this action against GOOGLE INC. ("GOOGLE"), LISA NICOLE CHEN ("CHEN") and Does 1 through 25 ("DOES"), inclusive, (GOOGLE, CHEN and DOES are hereinafter collectively referred to as "DEFENDANTS"). PLAINTIFF complains and alleges as follows based on personal knowledge and/or information and belief.

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts."

2. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California. Moreover, upon information and belief, at least one Defendant is a citizen of California, the alleged discriminatory acts and wrongful termination occurred in California, significant relief is being sought against DEFENDANTS whose violations of California employment laws form a significant basis for PLAINTIFF's claims. Further, no federal question is at issue because the claims are based solely on California law and at least one Defendant is a resident of, and/or regularly conducts business in the State of California, as well as its principal place of business is located within California.

3. Venue is proper in this judicial district and the County of Santa Clara, California because PLAINTIFF performed work for DEFENDANTS in the County of Santa Clara,

1 DEFENDANTS maintain offices and facilities and transact business in the County of Santa Clara,
2 and DEFENDANTS' illegal acts, which are the subject of this action, occurred in the County of
3 Santa Clara. Thus, the County of Santa Clara is the county where the unlawful employment practices
4 are alleged to have been committed pursuant to California Gov't Code section 12965(b) and where
5 a substantial portion of the transactions and occurrences related to this action occurred pursuant to
6 California Code of Civil Procedure section 395.

7 4. Prior to filing this action, PLAINTIFF timely exhausted her administrative remedies,
8 by timely filing an administrative complaint with the Department of Fair Employment and Housing
9 ("DFEH") and receiving a DFEH right to sue letter on December 8, 2021.

10 5. Pursuant to California Labor Code section 2699.3, PLAINTIFF gave written notice
11 by certified mail to the California Labor and Workforce Development Agency ("LWDA") and
12 GOOGLE of the specific provisions of the California Labor Code alleged to have been violated,
13 including the facts and theories to support the alleged violations. PLAINTIFF's notice to the
14 LWDA is attached as Exhibit A. Within sixty-five (65) calendar days of the postmark date of
15 PLAINTIFF's notice letter, the LWDA did not provide notice to PLAINTIFF that it intends to
16 investigate the alleged violations.

17 PARTIES

18 6. PLAINTIFF is an individual who is a resident of San Jose, California and at all times
19 herein mentioned was a resident of Santa Clara County, California.

20 7. GOOGLE is, and at all times mentioned in this Complaint was, a technology company
21 that specializes in internet-related services and products authorized to conduct and conducting
22 business in Santa Clara County, California. GOOGLE's place of business, where the following
23 causes of action took place, was in the County of Santa Clara, at 1600 Amphitheatre Parkway,
24 Mountain View, California 94043 and at its Sunnyvale, California location.

25 8. CHEN is, and at all times mentioned in this Complaint was, a resident of California
26 employed by GOOGLE as Head of Internal Communications for GOOGLE and based at its 1600
27 Amphitheatre Parkway, Mountain View, California 94043. CHEN was PLAINTIFF's supervisor
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1 and exercised control over the terms and conditions of PLAINTIFF's employment as set forth in this
2 Complaint.

3 9. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS within
4 the meaning of the California Fair Employment and Housing Act ("FEHA"), California Government
5 Code section 12900, *et seq.* See Cal. Gov't Code § 12962(d). Accordingly, this lawsuit is properly
6 venued in the Santa Clara County Superior Court pursuant to California Government Code section
7 12965(b) and California Code of Civil Procedure section 395.

8 10. The true names and capacities of DOES are unknown to PLAINTIFF at this time, and
9 PLAINTIFF, therefore, sues such DOE Defendants under fictitious names. PLAINTIFF is informed
10 and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly
11 responsible for the occurrences alleged herein, and that PLAINTIFF's injuries and damages, as
12 alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will
13 seek leave of the court to amend this complaint to allege the true names and capacities of such DOE
14 Defendants when ascertained.

15 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
16 of the acts and omissions alleged herein were performed by, and/or attributable to, all
17 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
18 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
19 scope of said agency, employment and/or direction and control.

20 12. PLAINTIFF is informed and believes, and based thereon alleges, that each
21 DEFENDANT acted in all respects pertinent to this action as the agent of the other DEFENDANTS,
22 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
23 each DEFENDANT are legally attributable to the other DEFENDANTS.

24 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
25 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
26 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

1 **FACTS COMMON TO PLAINTIFF'S INDIVIDUAL CAUSES OF ACTION**

2 ***Overview of Plaintiff's Employment:***

3 14. GOOGLE, a subsidiary of Alphabet Inc., is an American multinational technology
4 company that specializes in internet-related services and products.

5 15. PLAINTIFF was hired by GOOGLE on or about October 2014. At all times relevant
6 herein, PLAINTIFF performed exemplary work for GOOGLE, receiving consistently positive
7 performance reviews and accolades for her work. However, due to GOOGLE's discriminatory,
8 harassing and retaliatory work environment, including that which was perpetuated by CHEN,
9 PLAINTIFF did not receive promotions commensurate with her excellent work and which GOOGLE
10 awarded to her similarly situated White peers.

11 ***Plaintiff's Protected Status and Activity:***

12 16. PLAINTIFF identifies as ethnically Mexican and racially Indigenous. PLAINTIFF
13 therefore was a member of a protected class and entitled to the FEHA's guarantees of full and equal
14 access to employment. Cal. Gov't Code §§ 12940, 12926.

15 17. During the course of her employment, PLAINTIFF engaged in protected activity
16 when she opposed discrimination, harassment, and retaliation against her, as well as other unlawful
17 activity by DEFENDANTS involving others. Thus, PLAINTIFF is also a protected employee under
18 the California Labor Code ("Labor Code"). See Cal. Lab. Code § 1102.5.

19 ***DEFENDANTS' Adverse Employment Actions and Behavior:***

20 18. PLAINTIFF began working for GOOGLE on or about September 2014. Initially,
21 PLAINTIFF believed she had a positive trajectory for advancement at GOOGLE, but it became clear
22 that despite her objectively significant contributions and positive performance evaluations, she was
23 being denied meaningful raises and promotions, while her White colleagues received promotions
24 and raises.

25 19. PLAINTIFF's department at GOOGLE was made up of almost all White employees.
26 PLAINTIFF continually asked what she needed to do to be promoted and/or receive a raise like her
27 White colleagues, but no one at GOOGLE could articulate what she needed to do or improve on to
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1 be promoted or receive a raise.

2 20. Rather, CHEN intentionally deviated from GOOGLE protocol by withholding
3 PLAINTIFF's contributions and awards in her performance evaluations, preferring to take credit
4 for PLAINTIFF's work as a means of advancing her own self-interest. CHEN admitted to
5 PLAINTIFF that had PLAINTIFF's awards and contributions been considered, PLAINTIFF would
6 in fact have received higher ratings.

7 21. GOOGLE assigned employee job levels ranging from "L1" to "L11" based on the job
8 position. Due to the discrimination, harassment and retaliation by CHEN and others, which was
9 ratified by GOOGLE, PLAINTIFF languished at the job level of L5, while her White peers were
10 promoted to job levels L6 and L7, receiving significant additional compensation, including bonus
11 and stock option compensation awarded to job level L6 and L7 employees. PLAINTIFF was denied
12 similar compensation.

13 22. As a result of DEFENDANTS' illegal actions, PLAINTIFF has suffered significant
14 emotional distress and damages.

15 ***PLAINTIFF Complained to Human Resources Regarding Race/National***
16 ***Origin/Ethnicity Harassment and Bias, but GOOGLE Failed to Take Any Action to Investigate.***

17 23. PLAINTIFF complained to GOOGLE about her failure to be promoted and receive
18 meaningful raises despite her excellent performance evaluations.

19 24. PLAINTIFF specifically complained to GOOGLE that the discriminatory bias and
20 retaliation of CHEN and others prevented her from being promoted and paid equitably compared to
21 her similarly situated, and in some cases, less qualified, White peers.

22 25. PLAINTIFF also complained to GOOGLE about marginalization and discrimination
23 by CHEN in regard to material terms and conditions of her employment, including CHEN'S
24 refusal to hold one-on-one meetings with PLAINTIFF, while she regularly conducted one-on-one
25 meetings with all of PLAINTIFF's White peers.

1 26. PLAINTIFF also complained about the toxic hostile work environment at
2 GOOGLE, telling a Human Resources manager that she cried on the GOOGLE bus each day
3 during the trip to work.

4 27. CHEN used racist terms including “pow wow” in front of PLAINTIFF and other
5 witnesses, and continued to use such terms even after PLAINTIFF asked CHEN to stop, informing
6 her that the terms were offensive to her as an Indigenous woman.

7 28. Due to this hostile work environment, PLAINTIFF sought an emergency transfer
8 away from CHEN’s supervision. However, GOOGLE failed to protect PLAINTIFF. Rather,
9 GOOGLE allowed CHEN to continue her discriminatory and retaliatory conduct to prevent
10 PLAINTIFF from being promoted or paid equitably, as corroborated by PLAINTIFF’s skip level
11 supervisor Jen Tanabe. While PLAINTIFF had been red flagged internally by GOOGLE for
12 “calibration issues” because she “has been performing above her level” for years, PLAINTIFF did
13 not undergo the usual calibration process for promotion. Instead, CHEN continued to sabotage
14 PLAINTIFF by blocking her from being promoted, citing vague and unsubstantiated “performance
15 gaps” and regularly insulting PLAINTIFF’s ability to complete basic work tasks. CHEN was
16 assisted in this process by CHEN’s supervisor Jane Hynes, GOOGLE’s Vice President, Global
17 Communications for Google Cloud, who continued to rely on CHEN’s evaluation of PLAINTIFF’s
18 “performance gaps” even after PLAINTIFF complained about CHEN and stopped reporting
19 directly to CHEN. Hynes refused to consider PLAINTIFF’s subsequent supervisors’ positive
20 assessment of PLAINTIFF’s performance in favor of CHEN’s discriminatory, harassing, and
21 retaliatory assessment.

22 29. GOOGLE did nothing to address PLAINTIFF’s multiple complaints, allowing them
23 to fester while giving lip service to diversity, equity and inclusion for Native American+ and Latinx+
24 Googlers. GOOGLE Human Resources eventually conceded that it did nothing to investigate
25 PLAINTIFF’s complaints, admitting to PLAINTIFF that her complaints went into a “Black Hole.”

26 30. PLAINTIFF struggled with GOOGLE’s failure to take her complaints seriously, as
27 well as its decision to allow her harassers to continue to harass and retaliate against her.

1 PLAINTIFF was so distressed that she could no longer do her job as usual, which necessitated a
2 leave of absence. PLAINTIFF returned to work and continued to be demoralized by the ongoing
3 discrimination, harassment and retaliation. By September 2021, PLAINTIFF could no longer
4 tolerate DEFENDANTS' discriminatory, harassing, and retaliatory practices, the ongoing failure to
5 promote her fairly for the work she was doing, and the adverse treatment she experienced from
6 CHEN and others on account of their anti-Mexican and anti-Indigenous biases. Accordingly,
7 PLAINTIFF resigned and her last day of work was September 10, 2021.

8 31. As a consequence of DEFENDANTS' conduct, PLAINTIFF has had to employ
9 attorneys to prosecute this action, and has therefore incurred costs and attorneys' fees necessary to
10 pursue this action.

11 **FACTS REGARDING PLAINTIFF'S REPRESENTATIVE CAUSE OF ACTION**

12 **GOOGLE's Equal Pay Act Violations Systematically Affect Non-White Aggrieved Employees**

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14 ***GOOGLE's Hiring and Compensation Practices:***

15 32. At all relevant times, GOOGLE's operational structure has included administrative
16 officers based in its headquarters that maintain centralized control over employees' terms and
17 conditions of employment, including recruiting, hiring, job and location assignment, career
18 progression, promotion, and compensation policies, practices and procedures. Employees working
19 in this capacity are responsible for recruiting and hiring employees, setting wages, and assigning
20 work locations for all of GOOGLE's California employees. GOOGLE's compensation, assignment
21 and promotion policies and practices are centrally determined and uniformly applied throughout all
22 of GOOGLE's operations.

23 33. At all relevant times, GOOGLE has maintained a centrally determined and uniform
24 set of policies and/or practices for determining employees' compensation throughout California,
25 including centralized policies and/or practices for setting employees' initial pay and centralized
26 policies and/or practices for giving employees pay raises, bonuses, and company equity.

1 34. GOOGLE's offices throughout California use a common organizational structure,
2 organizing employees by job levels and ladders. GOOGLE's centralized pay structure establishes
3 corporate-imposed compensation ranges based on employees' job ladder and level. GOOGLE's
4 People Operations function and hiring teams set these compensation ranges based on employees' job
5 ladder and level. These compensation ranges, commonly called "job levels" or "job ladders," apply
6 across all of California's offices.

7 35. GOOGLE assigns all jobs to a "job family." A job family is a professional category
8 of jobs at GOOGLE, and all employees within the same job family perform similar job duties and
9 responsibilities. All jobs at GOOGLE are also assigned to a job level corresponding to salary grade.
10 According to this structure, all employees in the same job level and job position are performing a
11 like level of duties and responsibilities. GOOGLE requires jobs in different job families to have
12 standardized transferable skills so that an employee in one job level can transfer to a different job
13 family with known standard skills required for the job level.

14 36. Several job levels contain overlapping job duties and responsibilities, creating a
15 subjective element that enables decision-makers to place employees with the same job duties and
16 responsibilities into one of multiple job levels. GOOGLE uses a centralized team of recruiters who
17 assign job levels to job candidates.

18 37. GOOGLE also sets a base compensation for each job position. When Plaintiff was
19 hired, it was GOOGLE's standard practice to request each job candidate's salary history from their
20 prior three jobs as part of its employment application form. During the hiring process, GOOGLE
21 considered each potential new hire's prior compensation in determining the new employee's
22 compensation and in what job level the new hire would be placed. Upon information and belief,
23 GOOGLE continued this practice during the relevant time period at issue for PLAINTIFF's
24 individual and representative claims.

25 38. GOOGLE calculates annual merit raises as a percentage of an employee's current
26 compensation, with the specific percentage raise based in part on each employee's performance
27 ratings. Thus, the original job level and compensation set affect the amounts employees may earn on
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1 a continuing basis. As a result, any initial pay disparities arising from the hiring process are
2 compounded with an employee's continued tenure unless the pay disparity is corrected.

3 39. GOOGLE employees generally receive raises when promoted. Typically, an
4 employee's new salary is limited to a percentage of their prior salary. In addition, GOOGLE pays
5 higher percentages of salary increases and bonuses to employees working in higher job levels and
6 more equity compensation is available to employees working in higher job levels.

7 40. As a result of these pay practices, employees were placed in job levels not based on
8 skill, effort, or responsibility, but based on their prior salaries at other jobs. The original decisions
9 about how to "level" these employees followed them. These compensation practices do not reflect a
10 seniority system, a merit system, a system based on quantity or quality of production, or any other
11 bona fide factor other than race or ethnicity, such as education, training, or experience. In fact,
12 GOOGLE employees' compensation was inextricably linked to their prior salaries and therefore
13 were derived from pre-existing race- and/or ethnicity-based differentials in compensation, as racially
14 and ethnically diverse employees like GOOGLE's non-White employees have historically been paid
15 disproportionately low salaries.

16 ***GOOGLE Employs Non-White Employees Who Were Aggrieved***
17 ***by GOOGLE's Compensation Practices:***

18 41. GOOGLE requests and strongly encourages its employees to "self-report" their racial
19 and ethnic status for its recordkeeping purposes. GOOGLE's diversity and inclusion reports
20 characterize employees as "Black+," "Latinx+," "Asian+" and "Native American+."¹ Employees
21 who self-report as falling into one or more of these categories are referred to herein as "non-White."
22 The categories correspond to employees' self-reported race and ethnicity, with the "+" signifying
23 that the category contains intersectionally diverse racial and ethnic categories.

24 42. In addition, GOOGLE is obligated to collect and report demographic workforce data,
25 including hours worked and pay data by race/ethnicity, sex and job categories, to the United States
26 Equal Employment Opportunity Commission, through mandatory EEO-1 reports. The EEO-1 reports

27 ¹ The "Native American+" label includes Native Americans, Alaska Natives, Native Hawaiians,
28 and other Pacific Islanders.

1 reflect several racial and ethnic demographics of employees, including employees who are “Hispanic
2 or Latino,” and “Black or African American,” “Native Hawaiian or Pacific Islander,” “Asian,”
3 “Native American or Alaska Native.” These categories similarly encompass employees who are
4 “non-White.”

5 43. Throughout the time period at issue for PLAINTIFF’s PAGA claim, GOOGLE has
6 paid and continues to pay its non-White employees systematically lower total compensation
7 (including salary, stock and bonuses) than GOOGLE has paid and continues to pay White employees
8 performing substantially similar work when viewed as a composite of skill, effort, and responsibility,
9 and performed under similar working conditions. By relying on prior compensation to set starting
10 salaries, and by failing to correct historical discrepancies arising from inappropriately low prior
11 compensation, GOOGLE has perpetuated pay disparities between non-White and White employees.
12 Specifically, GOOGLE has continued to pay non-White employees lower starting salaries and to
13 increase pay using percentages of the employees’ starting salaries, resulting in lower merit increases
14 while employees work in the same position and lower compensation when employees are promoted.
15 Further, pay disparities widen when employees who start in lower positions take longer to reach the
16 higher job levels where higher percentages of salary increases and higher bonus equity compensation
17 are available.

18 44. As a result, GOOGLE has paid and continues to pay non-White employees less than
19 White employees in the same job position and job level, even though GOOGLE acknowledges that
20 employees in the same job position and level perform substantially similar work. PLAINTIFF, as
21 well as other non-White employees experienced this violation of the California Equal Pay Act, Labor
22 Code section 1197.5.

23 45. Further, non-White employees are placed in lower job levels than White employees
24 based on prior compensation, since GOOGLE “levels up” new employees into the job level that is
25 commensurate with the salary range of a new hire’s starting salary.

26 46. GOOGLE has also paid and continues to pay non-White employees less than White
27 employees in the same job position but different job levels because GOOGLE has placed and
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continues to place White employees in higher job levels than non-White employees, even though non-White and White employees in the same job title but different job levels perform substantially similar work when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. PLAINTIFF, as well as other non-White employees experienced this violation of the California Equal Pay Act, Labor Code section 1197.5.

GOOGLE's Continued Violation of the California Equal Pay Act Was Willful:

47. At all relevant times, through its own internal processes and data, including its calibration/pay equalization processes and reporting data, GOOGLE has known or should have known of the pay disparities between its non-White employees and White employees performing substantially similar work when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions, yet GOOGLE has taken no action to equalize its non-White and White employees' pay for substantially similar work. As a result, the ongoing disparity in pay between non-White and White employees' compensation is willful and has been ratified by GOOGLE.

48. PLAINTIFF complained to GOOGLE about ongoing pay disparity between her and White employees, putting decisionmakers at GOOGLE on notice of the obligation to examine the issue and take steps to correct it.

49. PLAINTIFF is also aware of an internal study performed by a non-White affinity group at GOOGLE evidencing pay disparity on the basis of race/ethnicity. PLAINTIFF attended an internal GOOGLE conference at which the study was presented and explained. Based on information provided to her during that conference, PLAINTIFF understands that a GOOGLE employee who was a member of the affinity group, utilizing GOOGLE's internal data with GOOGLE's oversight and knowledge, analyzed the compensation and job levels assigned to certain non-White employees as compared to White employees performing substantially similar work. The results of the analysis were that non-White employees were systematically paid less than White employees and were systematically denied promotion to higher job levels at a higher rate than White employees were, which exacerbated pay disparities for employees performing substantially similar work when viewed

1 as a composite of skill, effort, and responsibility, and performed under similar working conditions.
2 GOOGLE had knowledge of this study and its results, yet GOOGLE has taken no action to equalize
3 its non-White and White employees' pay for substantially similar work.

4 50. In addition to its mandatory EEO-1 reporting, GOOGLE also is required by law to
5 collect and report pay and hours-worked data by establishment, job category, sex, race, and ethnicity
6 to the California Department of Fair Employment and Housing on an annual basis pursuant to
7 California Government Code section 12999. This data is believed to reflect pay disparities between
8 non-White and White employees who perform substantially similar work when viewed as a
9 composite of skill, effort, and responsibility, and performed under similar working conditions,
10 providing GOOGLE with sufficient information to understand that an ongoing pay disparity exists
11 which it has not corrected.

12 ***PLAINTIFF Exhausted PAGA's Pre-Filing Notice Requirements:***

13 51. PLAINTIFF provided pre-filing notice to the California Labor and Workforce
14 Development Agency through a letter written to the agency, attached hereto as **Exhibit A**. As
15 explained in that letter, PLAINTIFF seeks to pursue PAGA claims for GOOGLE's failure to comply
16 with California Labor Code section 1197.5 based on the following facts:

17 a. The "aggrieved employees" are all current and former non-White employees
18 of GOOGLE in the State of California: (1) who were paid less than their White counterparts
19 who performed substantially similar work when viewed as a composite of skill, effort, and
20 responsibility, and performed under similar working conditions, and/or (2) who did not
21 receive promotions and meaningful raises during their employment with GOOGLE despite
22 performing substantially similar work when viewed as a composite of skill, effort, and
23 responsibility, and performed under similar working conditions as their White counterparts
24 who routinely received promotions and meaningful raises that created unequal compensation,
25 and/or (3) whose job performance warranted additional compensation that GOOGLE failed
26 to equalize to that of their White counterparts who performed substantially similar work when
27 viewed as a composite of skill, effort, and responsibility, and performed under similar
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1 working conditions, and/or (4) who were retaliated against for registering complaints of pay
2 disparities between non-White and White employees who performed substantially similar
3 work when viewed as a composite of skill, effort, and responsibility, and performed under
4 similar working conditions.

5 b. PLAINTIFF is an aggrieved employee because, among other things, she was
6 a non-White employee who was compensated less than her White counterparts who
7 performed substantially similar work when viewed as a composite of skill, effort, and
8 responsibility, and performed under similar working conditions throughout her employment
9 with GOOGLE.

10 c. GOOGLE failed to meaningfully increase PLAINTIFF's salary throughout
11 her employment despite her successful performance of her job duties. While PLAINTIFF
12 failed to receive promotions and meaningful raises during her employment with GOOGLE,
13 her White counterparts performing substantially similar work when viewed as a composite
14 of skill, effort, and responsibility, and performed under similar working conditions, routinely
15 received significant raises and lucrative promotions.

16 d. Despite her complaints and subsequent job performance warranting additional
17 compensation, GOOGLE failed to equalize PLAINTIFF's compensation to that of her White
18 counterparts who performed substantially similar work when viewed as a composite of skill,
19 effort, and responsibility, and performed under similar working conditions, forcing her to
20 resign on September 10, 2021.

21 e. GOOGLE was aware, through its own internal processes and data, that non-
22 White employees were being compensated less than White employees performing
23 substantially similar work when viewed as a composite of skill, effort, and responsibility, and
24 performed under similar working conditions.

25 f. Throughout PLAINTIFF's employment at GOOGLE, she has been
26 compensated less than her White counterparts who performed substantially similar work
27 when viewed as a composite of skill, effort, and responsibility, and performed under similar
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1 working conditions. When PLAINTIFF complained of this disparate treatment, GOOGLE's
2 management either ignored the complaints or justified the disparity based upon racial and
3 ethnic bias. GOOGLE has neither timely nor fully equalized PLAINTIFF's and similarly
4 situated other aggrieved employees' compensation with that of their White counterparts.

5 g. GOOGLE has not provided PLAINTIFF and other similarly situated
6 aggrieved employees with restitution for the years of discriminatory pay practices despite
7 GOOGLE's full knowledge of their unlawful practices.

8 h. GOOGLE retaliated against PLAINTIFF and routinely retaliated against other
9 similarly situated aggrieved employees who registered complaints of pay disparities. This
10 retaliation has manifested in the form of adverse employment actions towards minority
11 employees including, but not limited to, public attacks and belittling, demotions, denials of
12 promotions and raises, the issuance of substandard raises, elimination of job duties, and
13 terminations.

14 52. PLAINTIFF is informed and believes that, like herself, other non-White GOOGLE
15 employees who complained about pay disparities between them and White employees were retaliated
16 against and were not given raises or promotions consistent with their skills, effort and responsibilities
17 and were otherwise adversely affected in the terms and conditions of their employment.

18 53. PLAINTIFF has an understanding and belief of the above facts from her own personal
19 experiences, her communications with colleagues, and publicly-available information regarding
20 other non-White employees who have alleged discrimination and race- and ethnicity- based pay
21 inequality against GOOGLE.

22 **FIRST CAUSE OF ACTION**

23 **Discrimination Based on Race/National Origin/Ancestry**

24 **(Violation of FEHA, Cal. Gov't Code Section 12940(a))**

25 **(Against GOOGLE and DOES)**

26 54. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
27 every allegation set forth above.

1 55. Under the California Government Code, “it is unlawful employment practice...[f]or
2 an employer, because of ...race ... national origin, ancestry, to discriminate against [any] person in
3 compensation or in terms, conditions, or privileges of employment.” Cal. Gov’t Code § 12940(a).

4 56. The FEHA provides that “the opportunity to seek, obtain, and hold employment
5 without discrimination because of ... race...national origin, ancestry . . . is hereby recognized as and
6 declared to be a civil right.” Cal. Gov’t Code § 12921(a).

7 57. The purpose of the FEHA is to protect and safeguard the right and opportunity of all
8 persons to seek, obtain, and hold employment without discrimination or abridgment on the account
9 of, *inter alia*, race, national origin and ancestry. The FEHA recognizes that the practice of denying
10 employment opportunities and discriminating in terms of employment substantially and adversely
11 affects the interest of employees, employers, and the public in general. Cal. Gov’t Code § 12920.

12 58. At all relevant times herein, PLAINTIFF was an “employee” covered by California
13 Government Code section 12926(a), which, *inter alia*, prohibits an employer from terminating the
14 employment of an employee on the basis of an employee’s race, national origin, or ancestry. The
15 FEHA makes it an unlawful employment practice for an employer to discriminate against an
16 employee “in terms, conditions, or privileges of employment” on the basis of the employee’s race,
17 national origin or ancestry, which “includes a perception that the person has any of those
18 characteristics.” Cal. Gov’t Code § 12926(o).

19 59. DEFENDANTS knew that PLAINTIFF identifies as ethnically Mexican and racially
20 Indigenous and therefore is a member of protected classes within the meaning of the FEHA and is
21 entitled to the FEHA’s guarantees of full and equal access to employment. Cal. Gov’t Code § 12940.

22 60. As alleged herein, PLAINTIFF’s race, national origin, ancestry and/or other
23 characteristic(s) protected by the FEHA were motivating factors in DEFENDANTS’ decisions not
24 to promote PLAINTIFF or give PLAINTIFF a raise commensurate with the work she performed,
25 and/or to take other adverse job actions against PLAINTIFF.

26 61. At all relevant times herein, GOOGLE, by and through its agents, knowingly
27 discriminated against PLAINTIFF on the basis of PLAINTIFF’s race, national origin, and/or
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1 ancestry by favoring White employees in the terms and conditions of their employment, including
2 by promoting White employees, compensating White employees with higher salaries than
3 PLAINTIFF, and by establishing different working conditions for PLAINTIFF than her White
4 colleagues, as alleged herein and above.

5 62. GOOGLE's conduct, as alleged herein, violated the FEHA, and GOOGLE committed
6 unlawful employment practices, including, without limitation, by materially affecting the terms and
7 conditions of PLAINTIFF's employment, culminating in the constructive termination of her
8 employment, in whole or in part on the basis of PLAINTIFF's race, national origin, and/or ancestry,
9 and/or other protected characteristic(s) in violation of California Government Code section 12940(a).

10 63. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
11 claims of discrimination. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is
12 not required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald*
13 *v. Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

14 64. As a proximate result of GOOGLE's willful, knowing, and intentional discrimination
15 against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses of
16 earnings or earning capacity and other employment benefits, and has suffered and continues to suffer
17 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a
18 sum according to proof.

19 65. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
20 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
21 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

22 66. GOOGLE committed the acts herein despicably, maliciously, fraudulently, and
23 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
24 amounting to malice, and in conscious disregard of PLAINTIFF's rights. PLAINTIFF is thus entitled
25 to punitive damages from GOOGLE in an amount according to proof.

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67. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

69. As the California legislature has clarified, the purpose of the anti-harassment provisions of the FEHA “is to provide all Californians with an equal opportunity to succeed in the workplace and should be applied accordingly by the courts.” Cal. Gov’t Code § 12923(a). As the California legislature declared, “harassment creates a hostile, offensive, oppressive, or intimidating work environment and deprives victims of their statutory right to work in a place free of discrimination when the harassing conduct sufficiently offends, humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim’s emotional tranquility in the workplace, affect the victim’s ability to perform the job as usual, or otherwise interfere with and undermine the victim’s personal sense of well-being.” *Id.*

71. As alleged above, during PLAINTIFF's employment with DEFENDANTS, DEFENDANTS intentionally engaged in harassment on the basis of PLAINTIFF's race, national origin and/or ancestry.

73. A reasonable person subjected to the harassing conduct would find, as PLAINTIFF

1 did, that the harassment so altered PLAINTIFF's working conditions as to be offensive and
2 distressing, such that it affected PLAINTIFF's ability to do her job as usual and also undermined
3 PLAINTIFF's sense of well being.

4 74. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
5 claim of harassment. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is not
6 required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald v.*
7 *Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

8 75. As a proximate result of DEFENDANTS' willful, knowing, and intentional
9 harassment against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial
10 losses of earnings or earning capacity and other employment benefits, and has suffered and continues
11 to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage
12 in a sum according to proof.

13 76. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
14 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
15 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

16 77. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently, and
17 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
18 amounting to malice, and in conscious disregard of PLAINTIFF's rights. PLAINTIFF is thus entitled
19 to punitive damages from DEFENDANTS in an amount according to proof.

20 **THIRD CAUSE OF ACTION**

21 **Retaliation For Opposing Practices Forbidden by FEHA**

22 **(Violation of FEHA, Cal. Gov't Code Section 12940(h))**

23 **(Against GOOGLE and DOES)**

24 78. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
25 every allegation set forth above.

26 79. At all times herein mentioned, FEHA was in full force and effect and was binding on
27 DEFENDANTS. This statute requires GOOGLE and DOES to refrain from retaliating against any
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1 employee for opposing practices forbidden by FEHA or who asserts rights under FEHA, including
2 complaining of discrimination or harassment on the basis of sex, pregnancy, physical disability
3 and/or medical condition, among other things. *See* Cal. Gov't Code § 12940(h).

4 80. As alleged herein, PLAINTIFF engaged in activity protected by the FEHA, including
5 complaining about not being promoted or given a raise because of her race, national origin, and/or
6 ancestry, not being promoted and paid equitably compared to her similarly situated, and in some
7 cases, less qualified, White peers, marginalization and discrimination by CHEN and others, the toxic
8 hostile work environment at GOOGLE, and asking that CHEN stop using racist terms including
9 “pow wow,” informing her that the terms were offensive to her as an Indigenous woman, as stated
10 above.

11 81. The ongoing decision not to consider PLAINTIFF for promotion, promote
12 PLAINTIFF or give her a raise commensurate with her work was in retaliation for PLAINTIFF
13 engaging in protected activity, including her complaints described above.

14 82. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
15 claims of retaliation. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001); *McDonald v. Antelope*
16 *Valley Community College Dist.*, 45 Cal.4th 88 (2008).

17 83. As a proximate result of GOOGLE's and DOES' willful, knowing, and intentional
18 retaliation against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses
19 of earnings or earning capacity and other employment benefits, and has suffered and continues to
20 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage
21 in a sum according to proof.

22 84. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
23 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
24 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

25 85. GOOGLE and DOES committed the acts herein despicably, maliciously,
26 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an
27 improper and evil motive amounting to malice, and in conscious disregard of the rights of
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1 PLAINTIFF. PLAINTIFF is thus entitled to punitive damages from GOOGLE and DOES in an
2 amount according to proof.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Prevent, Investigate, and Remedy Discrimination, Harassment, or Retaliation**
5 **(Violation of FEHA, Cal. Gov't Code Section 12940(k))**
6 **(Against GOOGLE and DOES)**

7 86. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
8 every allegation set forth above.

9 87. California law requires employers to “take all reasonable steps necessary to prevent”
10 and correct wrongful behavior, including but not limited to, discriminatory and harassing behavior
11 in the workplace. *See* Cal. Gov't Code §12940(k). Pursuant to this statute, GOOGLE and DOES
12 were required to take all reasonable steps to prevent harassment, discrimination, and retaliation based
13 on PLAINTIFF's race, national origin and/or ancestry, and/or other protected characteristics.

14 88. During the course of PLAINTIFF's employment, GOOGLE failed to prevent CHEN
15 and others from engaging in intentional actions that resulted in PLAINTIFF being treated less
16 favorably and subjected to a hostile work environment because of PLAINTIFF's protected statuses
17 (*i.e.*, race, national origin and/or ancestry, and/or other protected characteristics). Although
18 GOOGLE was aware of a number of actions and comments to and about PLAINTIFF that constituted
19 harassment, discrimination, and retaliation, GOOGLE did not take immediate or corrective action to
20 prevent further harassment, discrimination, and retaliation against PLAINTIFF.

21 89. As alleged herein and above, GOOGLE and DOES violated California law by failing
22 to take all reasonable steps necessary to prevent the harassment, discrimination, and retaliation from
23 occurring. *See* Cal. Gov't. Code § 12940(k).

24 90. As a proximate result of GOOGLE and DOES' willful, knowing, and intentional
25 failure to prevent, investigate or remedy harassment, discrimination, and retaliation against
26 PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses of earnings or
27 earning capacity and other employment benefits, and has suffered and continues to suffer
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humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

91. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

92. GOOGLE and DOES committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus entitled to punitive damages from GOOGLE and DOES in an amount according to proof.

FIFTH CAUSE OF ACTION

Whistleblower Retaliation

(Violation of Cal. Lab. Code Section 1102.5)

(Against DEFENDANTS)

70. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

71. At all relevant times, California Labor Code section 1102.5 was in effect and was binding on DEFENDANTS. California law prohibits DEFENDANTS from retaliating against any employee, including PLAINTIFF, for raising complaints of illegality. "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information... if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation...." Cal. Lab. Code § 1102.5(b).

72. At all relevant times, an employer is responsible for the acts of its managers, officers, agents, and employees. *See* Cal. Lab. Code § 1104(b).

73. As alleged herein, PLAINTIFF engaged in activity protected by complaining about DEFENDANTS' violation(s) of the FEHA and the California Labor Code. In response,

1 DEFENDANTS retaliated against PLAINTIFF by taking adverse employment actions, including
2 refusing to consider PLAINTIFF for promotion, promote PLAINTIFF or increase PLAINTIFF's
3 compensation commensurate with her job duties, discussed above.

4 74. As a proximate result of DEFENDANTS' willful, knowing, and intentional retaliation
5 against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses of
6 earnings or earning capacity and other employment benefits, and has suffered and continues to suffer
7 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a
8 sum according to proof.

9 75. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
10 Pursuant to California Labor Code section 1102.5(j), PLAINTIFF is entitled to recover reasonable
11 attorneys' fees in an amount according to proof.

12 76. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently, and
13 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
14 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
15 entitled to punitive damages from DEFENDANTS in an amount according to proof.

16 **SIXTH CAUSE OF ACTION**

17 **Intentional Infliction of Emotional Distress**

18 **(Against DEFENDANTS)**

19 77. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
20 every allegation set forth above.

21 78. A person intentionally inflicts emotional distress when he/she engages in extreme and
22 outrageous conduct with either: (1) an intent to cause emotional distress; or (2) reckless disregard of
23 the probability of causing emotional distress, and actually does cause severe emotional suffering.
24 *See Hughes v. Pair*, 46 Cal.4th 1035, 1050 (2009).

25 79. DEFENDANTS owed PLAINTIFF a duty of care not to cause PLAINTIFF emotional
26 distress.

27 80. As alleged herein and above, DEFENDANTS knowingly treated PLAINTIFF cruelly
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1 and illegally based on her race, national origin and/or ancestry, and because she engaged in other
2 protected activity, causing her severe emotional distress.

3 81. DEFENDANTS caused PLAINTIFF severe and extreme emotional distress that
4 exceeded the normal risks of the employment relationship, by harassing and discriminating against
5 her based on her race, national origin and/or ancestry, and conspiring against PLAINTIFF to deny
6 her a promotion and pay raise, while giving promotions and raises to her White colleagues, ultimately
7 forcing her out of GOOGLE.

8 82. DEFENDANTS breached their duty to PLAINTIFF by way of their own conduct, as
9 alleged herein and above.

10 83. DEFENDANTS' improper treatment of PLAINTIFF constituted severe and
11 outrageous misconduct and caused PLAINTIFF to suffer extreme emotional distress that exceeded
12 the normal risks of the employment relationship.

13 84. PLAINTIFF is informed and believes and thereon alleges that such acts of
14 DEFENDANTS were intentional, extreme, and outrageous. PLAINTIFF is further informed and
15 believes, and thereon alleges, that such actions were done with the intent to cause serious emotional
16 distress or with reckless disregard of the probability of causing PLAINTIFF serious emotional
17 distress.

18 85. As a proximate result of DEFENDANTS' extreme and outrageous conduct,
19 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and
20 physical pain and anguish, all to her damage in a sum according to proof.

21 86. As a proximate result of DEFENDANTS' extreme and outrageous conduct,
22 PLAINTIFF was compelled to and did employ the services of medical personnel, and the like, to
23 care for and treat her, and did incur, medical, professional and incidental expenses.

24 87. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently, and
25 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
26 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
27 entitled to punitive damages from DEFENDANTS in an amount according to proof.

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every allegation set forth above.

97. At all relevant times, California Labor Code section 1197.5 was in effect and was binding on GOOGLE and DOES. This statute prohibits GOOGLE from paying any individual at a lower rate than employees of a different race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, performed under similar working conditions.

98. GOOGLE and DOES violated California Labor Code section 1197.5 by failing to pay PLAINTIFF at the same rate as her White counterparts for substantially similar work, when viewed as a composite of skill, effort, and responsibility, performed under similar working conditions. GOOGLE and DOES knew this to be the case, as it red flagged PLAINTIFF for “calibration issues” because she “has been performing above her level” for years, yet continued to fail to pay PLAINTIFF equal wages, which are due and owing.

99. As a proximate result of GOOGLE and DOE’S violation of Labor Code section 1197.5, PLAINTIFF sustained substantial losses of earnings and employment benefits. PLAINTIFF is entitled to the balance of the wages, including interest, and an equal amount as liquidated damages. *See* Cal. Lab. Code § 1197.5(h).

100. Labor Code section 1197.5(k)(1) prevents employers from, “in any manner discriminat[ing] or retaliat[ing] against, any employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of [Labor Code section 1197.5]. As alleged herein, GOOGLE and DOES discriminated and retaliated against PLAINTIFF for actions she took to attain pay equity in accordance with Labor Code section 1197.5.

101. Pursuant to Labor Code section 1197.5(k)(2) enables employees, such as PLAINTIFF, who have “been discharged, discriminated or retaliated against, in the terms and conditions of his or her employment because the employee engaged in any conduct delineated in” Labor Code section 1197.5, PLAINTIFF seeks to recover, among other things, “reimbursement for lost wages and work benefits caused by the acts of the employer, including interest thereon, as well as appropriate equitable relief.”

102. PLAINTIFF has incurred and continues to incur legal expenses and attorneys’ fees.

Pursuant to Labor Code section 1197.5(h), PLAINTIFF is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

NINTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against GOOGLE and DOES)

103. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

104. Under California law, it is unlawful for an employer to terminate an employee in violation of a fundamental public policy of the United States of America and the State of California.

105. The laws and public policy of the State of California as declared by, *inter alia*, the California Constitution, Art.1, Section 8, the FEHA, and the California Labor Code prohibit an employer from terminating an employee on the basis of the employee's sex, gender, and sexual orientation, and/or because the employee engaged in protected activity.

106. As alleged above, PLAINTIFF's race, national origin, ancestry, and/or protected activity were substantial motivating factors in her constructive discharge from GOOGLE and DOES.

107. As a direct and proximate result of GOOGLE and DOES' violation of PLAINTIFF's rights under California law, PLAINTIFF has sustained and continues to sustain substantial losses of earnings and employment benefits, and has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his damage in a sum according to proof.

108. GOOGLE and DOES committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus entitled to punitive damages from GOOGLE and DOES in an amount according to proof.

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1 requiring GOOGLE to pay all outstanding wages due to PLAINTIFF; an award of attorneys' fees
2 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an
3 award of costs.

4 **ELEVENTH CAUSE OF ACTION**

5 **Civil Penalties under the Private Attorneys General Act**

6 **(Cal. Labor Code Sections 2698, *et seq.*)**

7 **(Against GOOGLE and DOES)**

8 116. PLAINTIFF incorporates by reference and realleges as if fully stated herein each
9 and every allegation set forth above.

10 117. PLAINTIFF is a non-White "aggrieved employee" within the meaning of California
11 Labor Code Section 2699(c), and a proper representative to bring a civil action on behalf of herself
12 and other current and former non-White employees of GOOGLE and DOES pursuant to the
13 procedures specified in California Labor Code Section 2699.3, because PLAINTIFF was employed
14 by GOOGLE and DOES and the alleged violations of the California Labor Code were committed
15 against PLAINTIFF.

16 118. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code
17 Sections 2698-2699.5, PLAINTIFF seeks to recover civil penalties, including but not limited to
18 penalties under California Labor Code Sections 2699 from GOOGLE and DOES in representative
19 action for the violations set forth above, including but not limited to violations of California Labor
20 Code Sections 1197.5. PLAINTIFF is also entitled to an award of reasonable attorneys' fees and
21 costs pursuant to California Labor Code Section 2699(g)(1).

22 119. Pursuant to California Labor Code Section 2699.3, PLAINTIFF gave written notice
23 by certified mail to the California Labor and Workforce Development Agency ("LWDA") and
24 GOOGLE and DOES of the specific provisions of the California Labor Code alleged to have been
25 violated, including the facts and theories to support the alleged violations. PLAINTIFF's notice to
26 the LWDA is attached as Exhibit A. Within sixty-five (65) calendar days of the postmark date of
27 PLAINTIFF's notice letter, the LWDA did not provide notice to PLAINTIFF that it intends to
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1 investigate the alleged violations.

2 120. Therefore, PLAINTIFF has complied with all of the requirements set forth in
3 California Labor Code Section 2699.3 to commence a representative action under PAGA.

4 121. GOOGLE and DOES have violated *Labor Code* § 1197.5(b) by failing to pay their
5 non-White employees at a rate equal to their White employees for performing substantially similar
6 work with respect to their skill, effort, and responsibility and under similar working conditions.

7 122. GOOGLE and DOES have also violated *Labor Code* § 1197.5(k) by discriminating
8 and retaliating against non-White employees because of their protected activities, including with
9 respect to their request for promotions, increased compensation, and/or equal pay.

10 123. *Labor Code* § 1197.5(b) prescribes: An employer shall not pay any of its employees
11 at a wage rate less than the rates paid to employees of another race or ethnicity for substantially
12 similar work, when viewed as a composite of skill, effort, and responsibility, and performed under
13 similar working conditions, except where the employer demonstrates:

14 (1) The wage differential is based upon one or more of the following factors:

15 (A) A seniority system.

16 (B) A merit system.

17 (C) A system that measures earnings by quantity or quality of production.

18 (D) A bona fide factor other than race or ethnicity, such as education, training, or
19 experience. This factor shall apply only if the employer demonstrates that the
20 factor is not based on or derived from a race- or ethnicity-based differential in
21 compensation, is job related with respect to the position of this subparagraph,
22 “business necessity” means an overriding legitimate business purpose such that
23 the factor relied upon effectively fulfills the business purpose such that the factor
24 relied upon effectively fulfills the business purpose it is supposed to serve. This
25 defense shall not apply if the employee demonstrates that an alternative business
26 practice exists that would serve the same business purpose without producing the
27 wage differential.

28 124. *Labor Code* § 1197.5(k) prescribes:

- 1 (1) An employer shall not discharge, or in any manner discriminate or retaliate against,
2 any employee by reason of any question taken by any question taken by the employee
3 to invoke or assist in any many the enforcement of this section. An employer shall not
4 prohibit an employee from disclosing the employee's own wages, discussing the
5 wages of others, inquiring about another employee's wages, or aiding or encouraging
6 any other employee to exercise his or her rights under this section. Nothing in this
7 section creates an obligation to disclose wages.
- 8 (2) Any employee who has been discharged, discriminated or retaliated against, in the
9 terms and conditions of his or her employment because the employee engaged in any
10 conduct delineated in this section may recover in a civil action reinstatement and
11 reimbursement for lost wages and work benefits caused by the acts of the employer,
12 including interest thereon, as well as appropriate equitable relief.
- 13 (3) A civil action brought under this subdivision may be commenced no later than one year
14 after the cause of action occurs.
- 15 125. *Labor Code* § 210 prescribes:
- 16 (a) In addition to, and entirely independent and apart from, any other penalty provided
17 inthis article, every person who fails to pay the wages of each employee as
18 provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall
19 be subject to a civil penalty as follows:
- 20 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
21 employee. For each subsequent violation, or any willful or intentional violation,
22 two hundred dollars (\$200) for each failure to pay each employee, plus 25
23 percent of the amount unlawfully withheld.
- 24 (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to
25 recover unpaid wages and penalties pursuant to this chapter or in an independent civil
26 action. The action shall be brought in the name of the people of the State of California
27 and the Labor Commissioner and the attorneys thereof mayproceed to act for and on
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1 behalf of the people bringing these actions. Twelve and one-half percent of the penalty
2 recovered shall be paid into a fund within the Labor and Workforce Development
3 Agency dedicated to educating employers about state labor laws, and the remainder
4 shall be paid into the State Treasury to the credit of the General Fund.

5 126. *Labor Code* § 226 prescribes: “[a]n employer to provide an accurate itemized
6 statement in writing showing “(1) gross wages earned, (2) total hours worked by the employee,
7 except for any employee whose compensation is solely based on a salary and who is exempt
8 from payment of overtime under subdivision (a) of Section 515 or any applicable order of the
9 Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
10 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
11 deductions made on written orders of the employee may be aggregated and shown as one item,
12 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
13 name of the employee and only the last four digits of his or her social security number or an
14 employee identification number other than a social security number, (8) the name and address of
15 the legal entity that is the employer...”

16 127. *Labor Code* § 226(e) provides that if an employer knowingly and intentionally
17 fails to provide a statement in compliance with *Labor Code* § 226(a), then the employee is
18 entitled to recover the greater of actual damages of fifty dollars (\$50) for the initial violation and
19 one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4,000).

20 128. *Labor Code* § 226.3 prescribes that: “any employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
22 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
23 each violation in a subsequent citation, for which the employer fails to provide the employee a
24 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
25 The civil penalties provided for in this section are in addition to any other penalty provided by
26 law.”

27 129. GOOGLE and DOES have violated *Labor Code* § 1197.5 thereby resulting in
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1 GOOGLE and DOES knowingly and intentionally failing to furnish Plaintiff and all similarly
2 situated employees with timely accurate and itemized wage statements showing the appropriate
3 gross wages earned based upon their violation of Labor Code § 1197.5.

4 130. *Labor Code* §§ 201 and 202 require GOOGLE and DOES to pay all compensation
5 due and owing immediately at the time of discharge, layoff, or resignation made with at least
6 seventy-two (72) hours' notice, or within seventy-two (72) hours of resignation made without
7 seventy-two (72) hours' notice.

8 131. *Labor Code* §§ 203 prescribes: "If an employer willfully fails to pay, without
9 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
10 wages of an employee who is discharged or who quits, the wages of the employee shall continue as
11 a penalty from the due date thereof at the same rate until paid or until an action therefor is
12 commenced; but the wages shall not continue for more than 30 days. An employee who secretes or
13 absents himself or herself to avoid payment to him or her, or who refuses to receive the payment
14 when fully tendered to him or her, including any penalty then accrued under this section, is not
15 entitled to any benefit under this section for the time during which he or she so avoids payment."

16 132. GOOGLE and DOES have violated Labor Code § 1197.5 thereby resulting in
17 Defendants' willful failure to pay Claimants and all similarly situated individuals all compensation
18 earned immediately upon termination or within seventy-two (72) hours' notice of the employees
19 resignation.

20 133. *Labor Code* section 204(a) prescribes: "[a]ll wages, other than those mentioned in
21 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
22 payable twice during each calendar month, on days designated in advance by the employer as the
23 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
24 shall be paid for between the 16th and the 26th day of the month during which the labor was
25 performed, and labor performed between the 16th and the last day, inclusive, of any calendar
26 month, shall be paid for between the 1st and 10th day of the following month. However, salaries of
27 executive, administrative, and professional employees of employers covered by the Fair Labor
28

Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time."

134. GOOGLE and DOES have violated Labor Code § 1197.5 thereby resulting in Claimants and all similarly situated individuals not being paid for all wages due and payable in compliance with Labor Code § 204(a).

135. California law requires that all hours worked over eight (8) in a day or forty in a week or worked on the seventh consecutive day of a work week be paid at 1.5 times an employee's regular rate of pay. *See, e.g., Cal. Lab. Code* §§ 510, 1194; *Cal. Code Regs.*, tit. 8 §§ 11040, *et seq.* In addition, hours worked over twelve (12) in a day or hours over eight (8) worked on the seventh consecutive day in a week are paid at two times an employee's regular rate of pay.

136. Labor Code § 1194(a) provides that: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

137. GOOGLE and DOES have violated Labor Code § 1197.5 thereby resulting in employees similarly situated to PLAINTIFF not being paid the appropriate overtime rate for overtime hours worked.

138. PLAINTIFF seeks to recover the prescribed civil penalties by *Labor Code* §§ §§ 201, 202, 203, 204, 210, 226, 1197.5(a), 1197.5(k) and/or 2699(f) for the violations referenced herein on behalf of herself and other non-White aggrieved employees. PLAINTIFF also seeks interest and attorney's fees and costs and any other remedies prescribed and permitted by PAGA.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ANA CANTU, on behalf of herself, the State of California, and aggrieved employees as defined herein, respectfully prays for judgment against DEFENDANTS GOOGLE, CHEN and DOES, and each of them, as follows:

1. For economic damages for loss of past and future earnings, as well as loss of earning capacity, just promotions, advancement, and employment benefits, in excess of this Court's jurisdictional limits and according to proof;

2. For general damages for pain and suffering, mental and emotional trauma and anguish, for the loss of enjoyment of life, according to proof;

3. For economic damages including resultant past and future medical care; job search costs, other economic damages, including incidental fees and/or other costs, and/or economic losses according to proof;

4. For compensatory damages, as against each named Defendant, according to proof;

5. For all wages (including base salary, bonuses, and stock) due pursuant to California Labor Code § 1197.5(h) in an amount to be ascertained at trial;

6. For statutory and civil penalties arising from the violations of the California Labor Code alleged herein;

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

8. For punitive damages, as against each named Defendant, for the causes of action alleged herein, according to proof;

9. For attorneys' fees, as provided by statute, according to proof;

10. For all available injunctive, equitable and other relief, including remedies authorized by California Government Code section 12965(c);

11. For "affirmative relief" as defined in California Government Code section 12926(a);

12. For restitution of all monies due to PLAINTIFF and similarly situated employees, as well as disgorged profits from the unfair and unlawful business practices of GOOGLE and DOES;

13. For statutory and civil penalties according to proof, including but not limited to all

1 penalties authorized by the California Labor Code Section 2699;

2 14. For interest on the unpaid wages at 10% per annum pursuant to California Labor
3 Code section 1197.5(h), California Civil Code Sections 3287, 3288, and/or any other applicable
4 provision providing for pre-judgment interest;

5 15. For preliminary and permanent injunctive relief enjoining GOOGLE and DOES from
6 violating California Labor Code § 1197.5, *et seq.*, by paying their non-White employees lower wages
7 than they pay their White counterparts for substantially similar work; and from engaging in unfair
8 and unlawful business practices complained of herein in violation of California Business and
9 Professions Code § 17200, *et seq.*; and

10 16. For such further relief that the Court may deem just and proper.

11
12 DATED: September 20, 2022

GUNN COBLE LLP

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15 By: 

Beth Gunn

Catherine J. Coble

Attorneys for Plaintiff

ANA CANTU, individually and on behalf
of the State of California and aggrieved
employees

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19 **DEMAND FOR JURY TRIAL**

20 PLAINTIFF Ana Cantu hereby demands a jury trial with respect to all issues triable of right
21 by jury. The amount demanded exceeds \$25,000. *See* Cal. Govt. Code § 72055.

22 DATED: September 20, 2022

GUNN COBLE LLP

23
24
25 By: 

Beth Gunn

Catherine J. Coble

Attorneys for Plaintiff

ANA CANTU, individually and on behalf
of the State of California and aggrieved
employees

EXHIBIT A



Cathy Coble
818.573.6392
cathy@gunncoble.com

December 9, 2021

VIA ONLINE FILING

Natalie Palugyai, Secretary
California Labor and Workforce Development Agency

**RE: Labor Code Private Attorneys General Act of 2004 –
Notice on behalf of Ana Cantu Regarding Employer Google LLC/Alphabet Inc. (Google)**

Dear Secretary Palugyai:

This letter is intended to comply with the requirements of California Labor Code § 2699.3(a)(1).

Gunn Coble LLP represents Ana Cantu (“Ms. Cantu”) and all similarly situated aggrieved employees in the claims arising from their employment with Google LLC/Alphabet Inc. (hereinafter “Google” or “Respondent”). The “aggrieved employees” are all current and former employees of Respondent in the State of California who had one or more of the below California Labor Code violations committed against them. This letter is being submitted to you pursuant to the Private Attorneys General Act of 2004 (“PAGA”). Cal. Labor Code § 2698, *et seq.*

Below we set forth the facts and theories which we believe support our contention that Respondent has violated and continues to violate provisions of the California Labor Code.

Ms. Cantu (who identifies as ethnically Mexican and racially Indigenous) began her employment with Respondent in October 2014. Ms. Cantu performed exemplary work for Respondent, receiving consistently positive performance reviews and accolades for her work. However, Plaintiff did not receive promotions and raises commensurate with her excellent work and which were awarded to similarly situated White employees. Ms. Cantu complained to Google about her failure to be promoted and receive meaningful raises despite her excellent performance evaluations.

Ms. Cantu is informed and believes and based thereon alleges that she was compensated less than her White counterparts who performed substantially similar work throughout her employment with Google. Moreover, Google failed to meaningfully increase Ms. Cantu’s salary throughout her employment despite her successful performance of her job duties. While Ms.

Cantu failed to receive promotions and meaningful raises during her employment with Google, her White counterparts performing substantially similar work routinely received significant raises and lucrative promotions. Despite her complaints and subsequent job performance warranting additional compensation, Google failed to equalize Ms. Cantu's compensation to that of her White counterparts, forcing her to resign on September 10, 2021.

Google was aware, through its own internal processes and data, that non-White employees were being compensated less than White employees performing substantially similar work.

SUMMARY OF LEGAL THEORIES

1. Violation of California Labor Code § 1197.5

Labor Code § 1197.5(b) prescribes:

An employer shall not pay any of its employees at wage rates less than the rates paid to employees of another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions, except where the employer demonstrates:

- (1) The wage differential is based upon one or more of the following factors:
 - (A) A seniority system.
 - (B) A merit system.
 - (C) A system that measures earnings by quantity or quality of production.
 - (D) A bona fide factor other than race or ethnicity, such as education, training, or experience. This factor shall apply only if the employer demonstrates that the factor is not based on or derived from a race- or ethnicity-based differential in compensation, is job related with respect to the position in question, and is consistent with a business necessity. For purposes of this subparagraph, "business necessity" means an overriding legitimate business purpose such that the factor relied upon effectively fulfills the business purpose it is supposed to serve. This defense shall not apply if the employee demonstrates that an alternative business practice exists that would serve the same business purpose without producing the wage differential.

Labor Code § 1197.5(k) prescribes:

- (1) An employer shall not discharge, or in any manner discriminate or retaliate against, any employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of this section. An employer shall not prohibit an employee from disclosing the employee's own wages,

discussing the wages of others, inquiring about another employee's wages, or aiding or encouraging any other employee to exercise his or her rights under this section. Nothing in this section creates an obligation to disclose wages.

- (2) Any employee who has been discharged, discriminated or retaliated against, in the terms and conditions of his or her employment because the employee engaged in any conduct delineated in this section may recover in a civil action reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer, including interest thereon, as well as appropriate equitable relief.
- (3) A civil action brought under this subdivision may be commenced no later than one year after the cause of action occurs.

As discussed above, throughout Ms. Cantu's employment at Google, she has been compensated less than her White counterparts who performed substantially similar work. When Ms. Cantu complained of this disparate treatment, Google's management either ignored the complaints or justified the disparity based upon racial and ethnic bias. Google has neither timely nor fully equalized Ms. Cantu's and similarly situated other aggrieved employees' compensation with that of their White counterparts. Moreover, Google has not provided Ms. Cantu and other similarly situated aggrieved employees with restitution for the years of discriminatory pay practices despite Google's full knowledge of their unlawful practices. Finally, Google routinely retaliates against Ms. Cantu and other similarly situated aggrieved employees upon registering complaints of pay disparities. This retaliation has manifested in the form of adverse employment actions towards minority employees including, but not limited to, public attacks and belittling, demotions, denials of promotions and raises, the issuance of substandard raises, elimination of job duties, and terminations. As a result, Google is liable for violations of Labor Code § 1197.5.

2. Violation of California Labor Code § 210

Labor Code § 210 prescribes:

- (a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:
 - (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
 - (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.
- (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys

thereof may proceed to act for and on behalf of the people bring these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund.

As discussed above, Google has violated Labor Code § 1197.5 thereby permitting Ms. Cantu and other similarly situated aggrieved employees to recover civil penalties under Labor Code § 210.

3. Failure to Furnish Timely and Accurate Wage Statements in Violation of Labor Code §§ 226

Labor Code § 226 requires an employer to provide an accurate itemized statement in writing showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...

As discussed above, Google has violated Labor Code § 1197.5 thereby resulting in Google knowingly and intentionally failing to furnish Ms. Cantu and all similarly situated employees with timely accurate and itemized wage statements showing the appropriate gross wages earned based upon their violation of Labor Code § 1197.5.

4. Failure to Pay Wages Upon Discharge in Violation of Labor Code §§ 201, 202 and 203

Labor Code §§ 201 and 202 require Google to pay all compensation due and owing immediately at the time of discharge, layoff, or resignation made with at least seventy-two (72) hours' notice, or within seventy-two (72) hours of resignation made without seventy-two (72) hours' notice. As discussed above, Google has violated Labor Code § 1197.5 thereby resulting in Google willfully failing to pay Ms. Cantu and all similarly situated individuals all compensation earned immediately upon termination or within seventy-two (72) hours' notice of the employees' resignation(s).

5. Failure to Timely Pay Accrued Compensation on a Bi-Monthly Basis in Violation of Labor Code § 204(a)

Labor Code section 204(a) provides:

All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

As discussed above, Google has violated Labor Code § 1197.5 thereby resulting in Ms. Cantu and all similarly situated individuals not being paid for all wages due and payable in compliance with Labor Code §204(a).

6. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1194

California law requires that all hours worked over eight (8) in a day or forty (40) in a week or worked on the seventh consecutive day of a work week be paid at 1.5 times an employee's regular rate of pay. *See, e.g., Cal. Lab. Code §§ 510, 1194; Cal. Code Regs., tit. 8 §§ 11040, et seq.* In addition, hours worked over twelve (12) in a day or hours over eight (8) worked on the seventh consecutive day in a week are paid at two times an employee's regular rate of pay. *Id.*

Labor Code § 1194(a) provides that:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

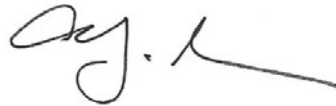
As discussed above, Google has violated Labor Code § 1197.5 thereby resulting in similarly situated individuals not being paid the appropriate overtime rate for overtime hours worked.

Ms. Cantu seeks to recover the prescribed civil penalties established by Labor Code §§ 201, 202, 203, 204, 210, 226, 1197.5(a), 1197.5(k) and/or 2699(f) pursuant to Labor Code § 2699 *et seq.* for the violations referenced herein on behalf of herself and other aggrieved employees. Ms. Cantu also seeks interest and attorney's fees and costs and any other remedies prescribed and permitted by PAGA.

Based upon these facts, Ms. Cantu intends to pursue a claim in civil court based upon violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 1197.5(b), 1197.5(k) and/or 2699(f) pursuant to Labor Code § 2699 *et seq.*

If you have any questions or need any additional information, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cathy Coble', with a long horizontal flourish extending to the right.

Cathy Coble
Gunn Coble LLP

Google may be contacted at the following address:

Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043
(650) 253-000

My contact information is:

Cathy Coble
Gunn Coble LLP
3555 Casitas Avenue
Los Angeles, CA 90039
(818) 573-6392
cathy@gunncoble.com

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I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action in which this service is made. My business address is 3555 Casitas Ave., Los Angeles, CA 90039.

PLAINTIFF'S SECOND AMENDED COMPLAINT

Felicia Davis
feliciadavis@paulhastings.com
 Zachary Hutton
zachhutton@paulhastings.com
 Eric Distelburger
ericdistelburger@paulhastings.com

[X] (By Electronic Mail) Pursuant to the Court's order or an agreement of the parties to accept service my email or electronic transmission, a true and correct copy was electronically served to the email addresses listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

Bezug

By: Beth Gunn