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9 *Attorneys for Plaintiff*
10 *and the aggrieved employees*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ALAMEDA**

13 **UNLIMITED JURISDICTION**

14 MICHELLE JOHNSON, on behalf of
15 herself and other aggrieved employees,

16 Plaintiffs,

17 v.

18 ORACLE AMERICA, INC. and DOES 1
19 through 10, inclusive,

20 Defendants.

Case No. **23CV040532**

**PRIVATE ATTORNEYS GENERAL ACT
COMPLAINT FOR VIOLATION OF
LABOR CODE SECTIONS 232, 232.5,
1197.5, AND 226**

1 **INTRODUCTION**

2 1. Plaintiff MICHELLE JOHNSON (“Plaintiff”) brings this action against
3 Defendant ORACLE AMERICA, INC. (“Oracle”) and DOES 1 through 10 to recover civil
4 penalties on behalf of herself and other current and former employees who have worked for
5 Oracle in California at any time since April 1, 2021.

6 2. Plaintiff brings this action pursuant to the California Private Attorneys General
7 Act (“PAGA”), Labor Code § 2698 *et seq.* for violation of Labor Code sections 232, 232.5,
8 1197.5, and 226.

9 3. By this action, Plaintiff seeks civil penalties and attorneys’ fees and costs.

10 **PARTIES**

11 4. Plaintiff is an individual residing in the city of San Leandro, California in
12 Alameda County. Plaintiff worked for Oracle from May 18, 2015, to April 16, 2021 in sales
13 positions

14 5. Defendant Oracle America, Inc. (“Oracle”) is a Delaware corporation whose
15 principal office is located at 500 Oracle Parkway, Redwood Shores, California 94065.

16 6. DOES 1 through 10, inclusive, are sued pursuant to California Code of Civil
17 Procedure section 474. Plaintiff is ignorant of the true names or capacities of these defendants,
18 and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint
19 to allege their true names and capacities when ascertained.

20 7. Each of the fictitiously named defendants is legally responsible in some manner
21 for the wrongs and injuries alleged herein. At all times mentioned herein each defendant was or
22 is the actual or ostensible agent or employee of each and all the other defendants and was or is
23 acting within the course and scope of said agency or employment. Defendants, and each of
24 them, were or are engaged in a joint venture and an integrated or joint enterprise and were or
25 are acting within the scope of and in pursuance of the joint venture and enterprise.

26 8. Plaintiff is informed and believes and thereon alleges that at all times herein
27 mentioned Defendant and each of the DOE defendants are Plaintiff’s and aggrieved employees’
28 employer(s), and/or agents, servants, employees, partners, joint venturers, alter egos, aiders and

1 abettors, and/or co-conspirators of one or more of their co-defendants, and, in committing the
2 acts alleged herein, were or are acting within the course and scope of said agency, employment,
3 partnership, joint venture, and/or conspiracy, or were or are aiding and abetting their co-
4 defendants. Plaintiff is informed and believes and thereon alleges Defendants and each of the
5 DOE defendants are legally responsible for all the unlawful conduct, policies, practices, acts
6 and omissions as described in this Complaint.

7 JURISDICTION AND VENUE

8 9. This court has jurisdiction over this action pursuant to Code of Civil Procedure
9 section 410.10. This action seeks relief exceeding the minimal jurisdiction limits of the Superior
10 Court of California. The penalties and other monetary relief will be established according to
11 proof at trial.

12 10. Venue is proper in Alameda County under Code of Civil Procedure sections 393,
13 subdivision (a), and 395.5. Plaintiff worked remotely from her place of residence in Alameda
14 County, Oracle employs some of the aggrieved employees in Alameda County, and Oracle
15 committed some of the Labor Code violations for which Plaintiff seeks penalties in Alameda
16 County. Accordingly, Oracle's "liability" (§ 395.5), and "some part of the cause" (§ 393), arose
17 in San Mateo County. (*See Crestwood Behavioral Health, Inc. v. Sup.Ct. (Fragoza)* (2021) 60
18 Cal.App.5th 1069, 1075–1077.)

19 PROCEDURAL POSTURE

20 11. Plaintiff provided Defendant Oracle with written notice of the factual and legal
21 bases for the Labor Code Section 232, 232.5 and 1197.5 violations alleged in this Complaint by
22 certified mail on April 1, 2022. *See* Plaintiff's "PAGA Notice" in **Exhibit 1**. Plaintiff
23 incorporates the contents of Exhibit A by reference.

24 12. Plaintiff provided notice to the Labor & Workforce Development Agency
25 ("LWDA") of the factual and legal bases for the Labor Code Section 232, 232.5 and 1197.5
26 violations alleged in this Complaint through online filing of the PAGA Notice on April 1, 2022.
27 The LWDA assigned case number LWDA-CM-876587-22 and did not provide notice of its
28 intention to investigate Defendant Oracle's alleged violations within the requisite period.

13. On April 18, 2022, by certified mail, Plaintiff provided Oracle written notice of the factual and legal bases for the Labor Code Section 226 violations alleged in this Complaint. *See* Plaintiff’s “Second PAGA Notice” in **Exhibit 2**. Plaintiff incorporates the contents of Exhibit B by reference.

14. Also on April 18, 2022, Plaintiff filed the Second PAGA Notice on the LWDA's online filing portal and thereby provided notice to the LWDA of Oracle's violations of Section 226. The LWDA did not provide notice of its intention to investigate the allegations in the Second PAGA Notice within the requisite period.

15. After Plaintiff served and filed the PAGA Notice and Second PAGA Notices, Plaintiff and Oracle executed a series of tolling agreements applicable to the claims she alleged. The final agreement tolled the limitations period for Plaintiff's claims alleged in the PAGA Notice and Second PAGA Notice for a period that ended thirty (30) days after the California Supreme Court published its opinion in *Adolph v. Uber Technologies, Inc.*, No. S274671. That opinion was issued on July 17, 2023. (*Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104.)

FIRST CAUSE OF ACTION

Civil Penalties Under PAGA for Violations of Labor Code Section 232, 232.5 and 1197.5

16. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

17. California Labor Code Sections 232(a) and 232.5(a) prohibit employers from requiring, as a condition of employment, that employees refrain from disclosing the amounts of their wages or their employer's working conditions.

18. California Labor Code Sections 232(b) and 232.5(b) prohibit employers from requiring employees to sign a waiver of other document that purports to deny the employees the right to disclose their wages or their employer's working conditions.

19. California Labor Code Section 1197.5(k) makes it illegal for an employer to 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 section 1197.5.

1 20. Oracle violated these Labor Code requirements through broad written mandates
2 requiring employees to keep compensation and working condition information confidential.

3 21. Oracle requires every employee to sign and abide by a Proprietary Information
4 Agreement as a condition of employment. The obligations of this Agreement continue past
5 separation from employment, such that former employees continue to be bound by it. Oracle
6 considers all information regarding its workforce, including employee compensation, to be
7 Proprietary Information.

8 22. Through the Proprietary Information Agreement, Oracle requires all California
9 employees to sign a waiver or other document that purports to deny the employee the right to
10 disclose information about the employer's working conditions in violation of § 232.5(b) and the
11 right to disclose the employee's own wages in violation of §§ 232(b) and 1197.5(k). Through
12 the Proprietary Information Agreement Oracle requires, as a condition of employment, that an
13 employee refrain from disclosing the employer's working conditions and the amount of their
14 own wages in violation of §§ 232(a), 232.5(b), and 1197.5(k).

15 23. Oracle violates these code sections for sales employees through its incentive
16 compensation and sales compensation policies. Oracle mandates that its employees keep
17 confidential Oracle's incentive compensation policies, including written Terms and Conditions
18 ("incentive compensation T&Cs") and the individualized compensation plans and agreements
19 of each employee. For example, the written Terms & Conditions of incentive compensation and
20 individualized compensation plans are deemed confidential. For every sales role covered by
21 Oracle's incentive compensation T&Cs, it is a condition of employment that the sales employee
22 sign, accept and abide by Oracle's policies regarding the confidentiality of the incentive
23 compensation terms.

24 24. Therefore, as to employees subject to incentive compensation T&Cs Oracle has
25 imposed restrictions on disclosure of employer working conditions and employee wages in
26 violation of §§ 232(a) and (b), 232.5(a) and (b), and 1197.5(k).

27 25. Plaintiff personally sustained each of these violations. Plaintiff was bound by
28 Oracle's incentive compensation T&Cs for each corporate fiscal year during her employment.

1 Plaintiff also entered into the mandatory Proprietary Information Agreement. She was and is
2 subject to the same confidentiality requirements as other employees.

3 26. These are continuing and ongoing violations affecting new employees, current
4 employees, and former employees.

5 27. By virtue of these violations, Oracle has incurred liability for the civil penalties
6 set forth in Labor Code section 2699, subdivision (f)(2), as well as attorneys' fees and costs.

7 **SECOND CAUSE OF ACTION**

8 **Civil Penalties Under PAGA for Violations of Labor Code Section 226**

9 28. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 29. California Labor Code Section 226 requires employers to provide employees
11 with an accurate itemized wage statement every pay period or semimonthly. The statement must
12 accurately show gross wages earned, all deductions, net wages earned, and the inclusive dates
13 of the period for which the employee is paid, among other things.

14 30. At Oracle, many sales employees earn incentive compensation in the form of
15 commissions and/or bonuses pursuant to Oracle's incentive compensation T&Cs and their
16 individual compensation plans.

17 31. Oracle has had a longstanding practice of issuing earnings statements (known as
18 payslips) that fail to accurately state earned gross and net wages with respect to earned
19 commission and bonus wages and fail to accurately state the wages earned within the pay
20 period indicated in each earnings statement.

21 32. Oracle has had a policy under which payments made as "Commission Pay" and
22 included in the gross wages and net wages are considered unearned for lengthy periods of time
23 after payment to the employees. Under Oracle policy, unearned incentive compensation is
24 subject to setoff and recovery in the future.

25 33. For many fiscal years going back to at least Fiscal Year 2015 if not earlier,
26 Oracle treated "Commission Pay" amounts as perpetual advances with no deadline for making
27 or seeking post-payment recoveries. Since Fiscal Year 2021, Oracle has acknowledged that the
28 "Commission Pay" on earnings statements is in fact an advance for 18 months after payment,

1 thereby adopting a deadline of 18 months for recovering previously paid “Commission Pay.”

2 34. Even though Oracle considers the payments to be advances at the time they were
3 paid, Oracle indicates the payments are earned wages on the semimonthly earnings statements
4 issued to sales employees, rather than advances.

5 35. The “Commission Pay” on Oracle’s wage statements may consist of all unearned
6 advances, or a mixture of both unearned advances and earned wages. “Commission Pay”
7 amounts on wage statements do not correspond to wages earned in the pay period covered by
8 each wage statement. Oracle’s wage statement does not allow an employee to discern what their
9 actual earned wages are in that pay period.

10 36. Furthermore, when Oracle makes an adjustment that affected the amount of
11 earned commissions after payment was made and the earnings statement was issued, it does not
12 issue a corrected statement and it does not indicate any adjustments or deductions to any
13 amount that was previously reported as an earned wage.

14 37. When Oracle needs to adjust a previous “Commission Pay” amount, such as
15 performing a post-payment recovery within the 18 months period, Oracle deducts from the new
16 “Commission Pay” without indicating on any earnings statement that such a deduction has
17 occurred. In effect, Oracle claws back an unspecified previously paid “advance” from the
18 current pay period’s “Commission Pay” amount, which is an unknown combination of earnings
19 and advances.

20 38. By failing to designate unearned advances as such on wage statements issued to
21 employees, Oracle has systematically failed to accurately state the gross earned wages, net
22 earned wages and the pay periods of the earnings.

23 39. By failing to itemize post-payment adjustments that affected the amount that was
24 earned, Oracle has systematically failed to accurately state the gross earned wages, net earned
25 wages, all deductions from wages, and the pay periods of the earnings.

26 40. Plaintiff personally sustained at least one of the Labor Code Section 226
27 violations described herein.

28 41. By virtue of these violations, Oracle has incurred liability for the civil penalties

1 set forth in Labor Code section 226.3, as well as attorneys' fees and costs. In the alternative,
2 Oracle is liable for civil penalties under Labor Code section 2699, subdivision (f)(2), as well as
3 attorneys' fees and costs.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for the following relief against Defendants, jointly and
6 severally as follows:

- 7 a. For an award of civil penalties pursuant to PAGA in an amount according to proof,
8 with 75% of the penalties to be remitted to the LWDA and 25% of the penalties to
9 be remitted to Plaintiff and the aggrieved employees;
- 10 b. For an award of attorneys' fees as provided by California Labor Code § 2699(g),
11 Code of Civil Procedure § 1021.5, and all other applicable statutes and law;
- 12 c. For all costs of suit as provided by the Labor Code, Code of Civil Procedure, and
13 all other applicable law; and
- 14 d. For any other relief the Court deems just and proper.

15
16 Dated: August 12, 2023.

VALERIAN LAW, P.C.

17
18 By: 

19 Xinying Valerian
Dan L. Gildor

20 Attorneys for Plaintiff
21 MICHELLE JOHNSON
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27
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Exhibit 1

VALERIAN LAW, PC

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510-982-4513 (fax)
xinying@valerian.law

April 1, 2022

VIA ONLINE FILING

Labor and Workforce Development Agency

Re: Labor Code Private Attorney General Act Notice on behalf of Michelle Johnson

Dear Labor and Workforce Development Agency:

We submit this letter on behalf of aggrieved former employee Michelle Johnson, regarding Labor Code violations against Ms. Johnson and other aggrieved employees who work or worked for Oracle America, Inc. ("Oracle").

Ms. Johnson worked for Oracle from May 2015 to April 2021 in California.

Ms. Johnson provides notices of violations that she suffered and/or that other current or former employees of Oracle in California suffered. This notice encompasses all California-based employees, including but not limited to those who were eligible to be paid incentive compensation based on Oracle's sales incentive compensation policies and plans (collectively, "Oracle Employees") as well non-sales employees who have access to compensation policies and working condition information. Unless otherwise specified, the allegations herein pertain to each of Oracle's Fiscal Years 2015 and all time periods thereafter. Currently, Oracle is in Fiscal Year 2022. Unless otherwise specified, Plaintiff is informed and believed that the violations are ongoing and continuing to the present.

Labor Code §§ 232, 232.5, 1197.5, and 1102.5 Violations

Through confidentiality policies uniformly applicable to its employees and former employees, Oracle has violated §§ 232(a) and (b), 232.5(a) and (b), 1197.5(k) and 1102.5(a). These confidentiality policies include but are not limited to the written policy documents and restrictive covenants specified below that apply during and after employment.

In all fiscal years, Oracle requires every employee to sign and abide by the Proprietary Information Agreement as a condition of employment. Through its Proprietary Information Agreement Oracle mandates that all prospective, current and former employees keep employee compensation and working conditions information confidential. According to its own written statements to employees Oracle informs employees that all information regarding Oracle employees is Proprietary Information that they are not permitted to disclose. Through the Proprietary Information Agreement Oracle requires all California employees to sign a waiver or other document that purports to deny the employee the right to disclose information about the employer's working conditions in violation of § 232.5(b) and the right to disclose the employee's own wages in violation of §§ 232(b) and 1197.5(k). Through the Proprietary Information

Agreement Oracle requires, as a condition of employment, that an employee refrain from disclosing the employer's working conditions and the amount of their own wages in violation of §§ 232(a), 232.5(b), 1197(k) and 1102.5(a).

Oracle mandates that its employees keep confidential Oracle's incentive compensation policies, including written Terms and Conditions ("T&Cs") and the individualized compensation plans and agreements of each employee.

The Terms and Conditions ("T&Cs") of Fiscal Years 2015 and 2016 state:

This Plan constitutes highly restricted, privileged, confidential and proprietary information of the Oracle. Subject to legal rights to the contrary, all Employees must keep the Plan confidential in accordance with the terms of their Proprietary Information Agreement and are expressly prohibited from disclosing this Plan or any of its contents to any third party without the Oracle's advance written consent, unless compelled by local law.

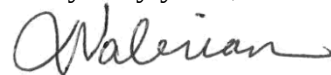
The confidentiality statement in the T&Cs of Fiscal Year 2017 and each fiscal year thereafter state that some, but not all, provisions of the Plan constitute "highly restricted, privileged, confidential and proprietary information." However, like the FY15 and FY16 T&Cs, every page of the T&Cs for Fiscal Years 2017 and after is marked "Confidential—Oracle Highly Restricted/Privileged Information." While the written provision has changed over time, Oracle continues to contend that the entirety of the T&Cs and ICPs are confidential and proprietary.

The T&C states that employees may be subject to legal action if they do not keep their incentive compensation plan confidential. This illegal confidentiality policy pertains to Oracle Employee working conditions and it is a condition of employment that the employee sign, accept and abide by the policy. Therefore, through the T&Cs, Oracle imposes restrictions on disclosure of employer working conditions and employee wages in violation of §§ 232(a) and (b), 232.5(a) and (b), 1197.5(k) and 1102.5(a).

On behalf of Ms. Michelle Johnson, and other aggrieved former and current Oracle Employees, we request that the LWDA investigate the alleged violations, or provide timely notice to the undersigned if it chooses not to investigate the allegations.

Thank you for your attention to this matter.

Very truly yours,



Xinying Valerian, Esq.

Enc:

Service List

Via Certified Mail:

Oracle America, Inc.
c/o CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Via E-Mail:

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Exhibit 2

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April 18, 2022

VIA ONLINE FILING

Labor and Workforce Development Agency

Re: Labor Code Private Attorney General Act Notice on behalf of Michelle Johnson – AMENDMENT with Additional Violations

Dear Labor and Workforce Development Agency:

We submit this letter to augment and amend the April 1, 2022 PAGA notice of aggrieved former employee Michelle Johnson, regarding Labor Code violations against Plaintiff and other aggrieved employees who work or worked for Oracle America, Inc. (“Oracle”). The April 1, 2022 notice is attached hereto as Exhibit A and expressly incorporated by reference.

Plaintiff (hereinafter “Plaintiff”) worked for Oracle from May 2015 to April 2021 in sales positions based in California. Her sales positions included Business Development representative and Internet Sales Representation, also known as inside sales within Oracle Direct and Oracle Digital. Plaintiff was assigned to work in Oracle’s office in Redwood City. However, during the COVID-19 pandemic, she primarily worked from home in Alameda County.

1. Labor Code § 226 – Failure to Furnish Accurate Wage Statements In Violation of 226(a)(1), (4), (5), and (6)

Oracle has had a longstanding practice of issuing wage statements that failed to accurately state earned gross and net wages with respect to earned commission wages and earned bonus wages. This is a continuing and ongoing violation affecting all Oracle employees in California who are in positions subject to Oracle’s Sales incentive compensation plans and conditions, and who have received wage statements that have “Commission Pay” in them. This includes all forms of payments under the Sales incentive plans that are paid out in the wage statements in the field called “Commission Pay.” This includes bonuses and commissions paid under Sales incentive compensation plans.

From Fiscal Year 2015 through at least Fiscal Year 2020, Oracle has taken the position that the commissions and bonuses it has paid and indicated on wage statements as “Commission Pay” are actually not earned commissions or bonuses, but rather advances. Moreover, for those fiscal years, Oracle did not have an objective metric or timeframe for determining when payments change from being an Advance to being an earned wage. Effectively, all “Commission Pay” amounts were perpetual advances.

From Fiscal Year 2021 to the present, and on a continuing and ongoing basis thereafter, Oracle has had a policy stating: “Employees do not earn commissions until the Sales Credit determination is final which is the later of 18 months (548 days) after the initial Advance

Commission payment on a transaction or the resolution of any Sales Credit adjustment initiated by Oracle or Employee before that time, and after the customer has paid in full on the transaction. Thus, commission payments are considered to be a recoverable advance until those conditions have been met.” (FY21 T&Cs at 13.)

Under all variations of Oracle’s policy of treating “Commission Pay” as Advance payments, Oracle failed to distinguish gross and net wages earned from advances and, hence, to provide employees with accurate amounts of gross and net wages earned.

Oracle never determined when the incentive compensation payments became earned wages and did not notify employees about when they earned such wages. Oracle never determined or notified employees when previously issued “Commission Pay” became an earned wage. Oracle never denoted advances or Advance Commission payments as advances on wage statements. Oracle never reconciled alleged advances with earned commissions and earned bonuses.

Under Oracle’s theory of all sales incentive compensation being advances, Oracle has been systematically paying employees’ commissions and bonuses before they were earned. In that case, such an advance is not an earned wage and therefore, the wage statements are inaccurate because they characterize the employees’ pay as earned wages and not advances.

The “Commission Pay” on Oracle’s wage statements may consist of all unearned advances, or a mixture of both unearned advances and earned wages. There is no way for an employee to be able to look at any wage statement and discern what their actual earned wages are.

In addition, “Commission Pay” amounts on wage statements do not correspond to wages earned in the pay period covered by each wage statement.

Therefore, Oracle’s wage statements failed to provide the information required by Sections 226(a)(1), (4), (5) and (6).

2. Labor Code §§ 432.5 Violations

Oracle knowingly required employees to agree in writing to terms and conditions of employment relating to purportedly confidential and proprietary information that it knew or ought to have known was in violation of Labor Code Sections 232, 232.5, 1197.5 or 1102.5.

3. Labor Code §§ 226, 1174 and 1198 as to Non-Exempt Employees

Oracle willfully failed to comply with the recordkeeping rules set by applicable IWC Wage Orders and the Labor Code as to non-exempt employees in its sales organization. The IWC Wage Orders require in pertinent part:

(A) Every employer shall keep accurate information with respect to each employee including the following: ... (3) Time records showing when the employee begins

and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (5) Total hours worked in the payroll period and applicable rates of pay.

Oracle willfully failed to keep accurate records of meal periods and willfully failed to keep accurate records of the beginning and end of each work period and total daily hours worked. Furthermore, Oracle willfully failed to keep accurate records of work periods that took place outside of its offices. During the time Plaintiff worked in Oracle's offices and worked remotely in its sales organization, both as an Oracle Direct sales representative and a Business Development representative, Plaintiff was expected to log only 40 hours of work Monday through Friday between 8 am and 5 pm, regardless of her actual hours of work. When she first joined Oracle, she was told that Oracle did not pay overtime pay. Oracle did not provide any means of accurate daily recordkeeping for the start and end of work periods and meal periods. Oracle provided a template for a weekly timesheet and encouraged employees to report 8 am to 12 pm for their first work period, 12 to 1 pm for lunch, and 1-5 pm for the second work period, regardless of their actual work hours.

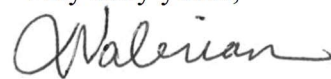
Plaintiff is informed and believes that throughout Oracle sales, generally the policy and practice is that overtime pay is not approved except in unusual circumstances. She is informed and believes that the practice of putting down an exact 8 hours of work with an exact 1 hour for lunch is prevalent throughout the sales organization based on her experiences and observations from having worked in various sales roles.

Consequently, Oracle violated Labor Code 226(a) through inaccurate total work hours on wage statements, violated § 1174(d) by not maintaining accurate daily hours of work, and violated § 1198 through conditions of labor that violate Wage Orders.

On behalf of Ms. Michelle Johnson, and other aggrieved former and current Oracle Employees, we request that the LWDA investigate the alleged violations, or provide timely notice to the undersigned if it chooses not to investigate the allegations.

Thank you for your attention to this matter.

Very truly yours,



Xinying Valerian, Esq.

Enc:

Service List

LWDA
April 18, 2022
Page 4 of 4

Via Certified Mail:

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Exhibit A

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April 1, 2022

VIA ONLINE FILING

Labor and Workforce Development Agency

Re: Labor Code Private Attorney General Act Notice on behalf of Michelle Johnson

Dear Labor and Workforce Development Agency:

We submit this letter on behalf of aggrieved former employee Michelle Johnson, regarding Labor Code violations against Ms. Johnson and other aggrieved employees who work or worked for Oracle America, Inc. ("Oracle").

Ms. Johnson worked for Oracle from May 2015 to April 2021 in California.

Ms. Johnson provides notices of violations that she suffered and/or that other current or former employees of Oracle in California suffered. This notice encompasses all California-based employees, including but not limited to those who were eligible to be paid incentive compensation based on Oracle's sales incentive compensation policies and plans (collectively, "Oracle Employees") as well non-sales employees who have access to compensation policies and working condition information. Unless otherwise specified, the allegations herein pertain to each of Oracle's Fiscal Years 2015 and all time periods thereafter. Currently, Oracle is in Fiscal Year 2022. Unless otherwise specified, Plaintiff is informed and believed that the violations are ongoing and continuing to the present.

Labor Code §§ 232, 232.5, 1197.5, and 1102.5 Violations

Through confidentiality policies uniformly applicable to its employees and former employees, Oracle has violated §§ 232(a) and (b), 232.5(a) and (b), 1197.5(k) and 1102.5(a). These confidentiality policies include but are not limited to the written policy documents and restrictive covenants specified below that apply during and after employment.

In all fiscal years, Oracle requires every employee to sign and abide by the Proprietary Information Agreement as a condition of employment. Through its Proprietary Information Agreement Oracle mandates that all prospective, current and former employees keep employee compensation and working conditions information confidential. According to its own written statements to employees Oracle informs employees that all information regarding Oracle employees is Proprietary Information that they are not permitted to disclose. Through the Proprietary Information Agreement Oracle requires all California employees to sign a waiver or other document that purports to deny the employee the right to disclose information about the employer's working conditions in violation of § 232.5(b) and the right to disclose the employee's own wages in violation of §§ 232(b) and 1197.5(k). Through the Proprietary Information

Agreement Oracle requires, as a condition of employment, that an employee refrain from disclosing the employer's working conditions and the amount of their own wages in violation of §§ 232(a), 232.5(b), 1197(k) and 1102.5(a).

Oracle mandates that its employees keep confidential Oracle's incentive compensation policies, including written Terms and Conditions ("T&Cs") and the individualized compensation plans and agreements of each employee.

The Terms and Conditions ("T&Cs") of Fiscal Years 2015 and 2016 state:

This Plan constitutes highly restricted, privileged, confidential and proprietary information of the Oracle. Subject to legal rights to the contrary, all Employees must keep the Plan confidential in accordance with the terms of their Proprietary Information Agreement and are expressly prohibited from disclosing this Plan or any of its contents to any third party without the Oracle's advance written consent, unless compelled by local law.

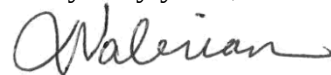
The confidentiality statement in the T&Cs of Fiscal Year 2017 and each fiscal year thereafter state that some, but not all, provisions of the Plan constitute "highly restricted, privileged, confidential and proprietary information." However, like the FY15 and FY16 T&Cs, every page of the T&Cs for Fiscal Years 2017 and after is marked "Confidential—Oracle Highly Restricted/Privileged Information." While the written provision has changed over time, Oracle continues to contend that the entirety of the T&Cs and ICPs are confidential and proprietary.

The T&C states that employees may be subject to legal action if they do not keep their incentive compensation plan confidential. This illegal confidentiality policy pertains to Oracle Employee working conditions and it is a condition of employment that the employee sign, accept and abide by the policy. Therefore, through the T&Cs, Oracle imposes restrictions on disclosure of employer working conditions and employee wages in violation of §§ 232(a) and (b), 232.5(a) and (b), 1197.5(k) and 1102.5(a).

On behalf of Ms. Michelle Johnson, and other aggrieved former and current Oracle Employees, we request that the LWDA investigate the alleged violations, or provide timely notice to the undersigned if it chooses not to investigate the allegations.

Thank you for your attention to this matter.

Very truly yours,



Xinying Valerian, Esq.

Enc:

Service List

Via Certified Mail:

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c/o CSC-Lawyers Incorporating Service
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