

1 Xinying Valerian (SBN 254890)  
[xinying@valerian.law](mailto:xinying@valerian.law)

2 Dan L. Gildor (SBN 223027)  
[dan@valerian.law](mailto:dan@valerian.law)

3 VALERIAN LAW, P.C.  
1530 Solano Avenue  
4 Albany, CA 94707  
Phone: 510-567-4630  
5 Fax: 510-982-4513

6 Jennifer A. Reisch (SBN 223671)  
[jennifer@jenniferreischlaw.com](mailto:jennifer@jenniferreischlaw.com)

7 Reisch Law  
180 Grand Avenue, Suite 1380  
8 Oakland, CA 94612  
Phone: 510-686-3082

9 *Attorneys for Plaintiff Yanira Gonzalez*

10  
11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 YANIRA GONZALEZ,  
15 Plaintiff,

16 v.

17 APTTUS CORPORATION, d/b/a  
18 CONGA,  
19 Defendant.

Case No. 3:21-cv-01844-JCS

**FOURTH AMENDED COMPLAINT**

**DEMAND FOR JURY TRIAL**

20  
21 **NATURE OF THE ACTION**

22 1. This is an action under the federal Equal Pay Act of 1963 and California Fair  
23 Employment & Housing Act to hold Defendant Apttus Corporation dba Conga (“Apttus”)   
24 accountable for willful and oppressive gender discrimination. Apttus paid Plaintiff Yanira  
25 Gonzalez (“Gonzalez”) \$40,000 to \$80,000 less than men doing the same work at Apttus. Instead  
26 of hiring and paying her as a Director, as would befit candidates like her with her experience and  
27 skills, Apttus offered her a lower-level position—Engagement Manager—due to her gender and  
28 prior earnings. Apttus also paid Gonzalez much less than numerous male Engagement Managers.

1 Gonzalez vocally objected to the pay disparities and other under-leveling. But instead of  
2 correcting the discriminatory practices, Apttus retaliated against Gonzalez by further denying her  
3 promotions and greater pay. Along the way, Gonzalez learned that other female employees also  
4 were paid less than their male peers. Gonzalez seeks all appropriate relief, including backpay,  
5 liquidated damages, compensatory damages, punitive damages, and attorneys' fees and costs.

6 2. The allegations herein that relate to Plaintiff's personal experience are made  
7 based on Plaintiff's personal knowledge. The balance is made on information and belief based on  
8 investigations of Plaintiff and her counsel.

9 **PARTIES**

10 3. Plaintiff Yanira Gonzalez ("Gonzalez") is a woman and a U.S. citizen.

11 4. Defendant Apttus Corporation ("Apttus") is a Delaware corporation with a  
12 principal place of business in San Mateo, California. Since 2020, when Apttus acquired a  
13 company called AppExtremes, LLC d/b/a Conga, Apttus has been doing business as Conga.

14 5. Apttus employed Gonzalez from June 2017 to December 2019.

15 **JURISDICTION AND VENUE**

16 6. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337,  
17 1343 and 1345. This action is authorized and instituted pursuant to Sections 16(c) and 17 of the  
18 Fair Labor Standards Act of 1938 (the "FLSA"), as amended, 29 U.S.C. §§ 216(c) and 217, to  
19 enforce the requirements of the Equal Pay Act of 1963 ("Equal Pay Act"), codified as Section  
20 6(d) of the FLSA, 29 U.S.C. §206(d). These claims arise under the laws of the United States and  
21 are brought to recover damages for deprivation of equal rights.

22 7. This Court has supplemental jurisdiction over Plaintiff's state law claims,  
23 including claims under the California Fair Employment and Housing Act ("FEHA") and  
24 California Business and Professions Code § 17200 et seq., pursuant to 28 U.S.C. Section 1367.  
25 These claims constitute the same case and controversy raised in the claims under federal law.

26 8. Venue is proper pursuant to 28 U.S.C. § 1391(b). Apttus conducts substantial  
27 business in San Mateo, California, which is also its global headquarters. A substantial part of the  
28 events and omissions giving rise to the claims alleged herein occurred in the Northern District of

1 California, most of the unlawful employment practices were committed here, and the  
2 employment records relevant to those practices are maintained and administered here.

3 9. At all relevant times, Apttus has continuously had at least 15 employees. Apttus  
4 has thousands of employees in its major countries of operation, the United States, the United  
5 Kingdom, and India.

6 10. At all relevant times, Apttus has continuously acted directly or indirectly as an  
7 employer in relation to employees and has continuously been an employer within the meaning of  
8 Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

9 11. At all relevant times, Apttus has continuously employed employees engaged in  
10 commerce or in the production of goods for commerce within the meaning of Sections 3(b), (i)  
11 and (j) of the FLSA, 29 U.S.C. §§ 203(b), (i) and (j).

12 **ADMINISTRATIVE EXHAUSTION**

13 12. Gonzalez has exhausted her administrative remedies and complied with  
14 prerequisites to maintain FEHA claims.

15 13. Emergency Rule 9(a) of the Judicial Council of California tolled Plaintiff's  
16 California law claims from April 6, 2020, until October 1, 2020.

17 14. While acting *pro se*, Plaintiff started the intake process with the New York City  
18 office of Equal Employment Opportunity Commission in October 2020. That office transferred  
19 Gonzalez to the San Francisco District Office since Apttus was based in San Mateo.

20 15. The San Francisco District Office of the EEOC assisted Gonzalez by preparing a  
21 federal discrimination charge as well as a California DFEH charge pursuant to the EEOC's  
22 federal-and-state work-sharing, dual-filing procedures. Under those procedures, the EEOC  
23 causes the state agency charge to be filed simultaneously with the EEOC charge.

24 16. On November 23, 2020, the Intake Supervisor of the EEOC San Francisco  
25 District Office emailed Gonzalez and stated, "If it is your intention to request a neutral Notice of  
26 Right to Sue, I can assist you. However, you will not be able to go to the DFEH separately if you  
27 request a Notice of Right to Sue, since your charge with the EEOC will be dual-filed. Put another  
28

1 way, if you're hoping for an investigation, I recommend going to the DFEH first. If you are  
2 hoping for a Notice of Right to Sue, please reply to this e-mail and I will assist you."

3 17. In response, Gonzalez informed the EEOC that she sought a Notice of Right to  
4 Sue with the understanding that EEOC will dual-file for her at both the federal and California  
5 agencies, and she will not be able to go to the DFEH separately.

6 18. It was and is the policy and procedure of the EEOC to dual-file, upon request,  
7 with the DFEH (CCRD) and to generate both the federal and state right-to-sue notices for  
8 complainants who request the immediate right-to-sue.

9 19. On December 4, 2020, the Intake Supervisor of the EEOC in San Francisco  
10 transmitted a draft of a combined EEOC and DFEH charge through the EEOC Portal to  
11 Gonzalez for review and signature. The Intake Supervisor's email dated December 4, 2020,  
12 stated: "Once the EEOC receives a signed charge from you, your charge will be submitted for  
13 service on the Respondent. It will be transferred out of my inventory and forwarded for  
14 processing and service of process."

15 20. Gonzalez digitally signed the federal and state charge at the same time on  
16 December 8, 2020. That charge was included in her original Complaint in this action and bears  
17 the EEOC case number 550-2021-00251. (Dkt. 1-4.)

18 21. The EEOC issued a Notice of Right to Sue (Dkt. 1-3) on December 14, 2020. It is  
19 attached hereto as **Exhibit 1**.

20 22. Upon information and belief, on December 13, 2020, the EEOC contacted  
21 Defendant to confirm the contact information and address of Apttus Corporation for purposes of  
22 serving the discrimination charge and notice of right to sue.

23 23. Upon information and belief, on December 14, 2020, the EEOC served Apttus  
24 Corporation with the EEOC and the DFEH charge through U.S. Mail to Apttus' registered in-  
25 house counsel in San Mateo, California. (Dkt. 1-2)

26 24. Upon information and belief, on December 14, 2020, the EEOC served Apttus  
27 Corporation with the Federal Notice of Right to Sue and DFEH Notice of Right to Sue through  
28 U.S. Mail to Apttus' registered in-house counsel in San Mateo, California. The federal Notice of

1 Right to Sue was filed with the Complaint. (Dkt. 1-3.) The December 2020 DFEH Notice of  
2 Right to Sue is attached hereto as **Exhibit 2**.

3         25. On September 16, 2021, in response to Gonzalez’s inquiry, the EEOC wrote to  
4 Gonzalez: “On December 14, 2020, the EEOC mailed a copy of your charge, along with your  
5 State and Federal Notices of Right to Sue to the Respondent employer. This was done via U.S.  
6 Postal Mail. The documents were mailed to: Syed Ahmed Rafatullah, Esq., Registered In-House  
7 Counsel, Apttus Corporation, 1400 Fashion Island Blvd., Suite 100, San Mateo, CA 94404.  
8 Please be further advised that the EEOC tracks undeliverable and/or returned mail. To date, the  
9 EEOC received no indication that our mailing to the Respondent’s representative was not  
10 received.”

11         26. Upon information and belief, in December 2020, Apttus Corporation’s office at  
12 1400 Fashion Island Blvd., Suite 100, San Mateo, CA 94404 received Gonzalez’s combined  
13 federal and California charge of discrimination, case number 550-2021-00251.

14         27. Gonzalez believes EEOC’s representations about service of the charge of  
15 discrimination on Apttus. Gonzalez has no information to contradict EEOC’s express  
16 representations to her about its actions and agency policy and procedure.

17         28. By 2022, still proceeding *pro se*, Gonzalez was faced with Defendant’s assertions  
18 that she did not exhaust California administrative remedies for a FEHA claim. As a result, in  
19 January 2022, she contacted the California agency, now called CCRD, directly and sought an  
20 intake and investigation. She told the CCRD about the same pay disparities and discrimination  
21 that she had originally told the EEOC in 2020.

22         29. As a result of the new intake, in June 2022, the CCRD assisted Gonzalez with  
23 filing another state law charge, case number 202201-15986729.

24         30. On January 31, 2023, the CCRD issued a right-to-sue letter for case number  
25 202201-15986729. This new Notice of Right to Sue is attached hereto as **Exhibit 3**.

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1 **FACTUAL ALLEGATIONS**

2 **Apttus Denied Plaintiff Equal Pay, Promotion, and Treatment**

3 31. Gonzalez was denied equal pay for equal work. Despite seeking a Director-level  
4 position, Apttus hired Gonzalez at a title and level below her qualifications and her  
5 responsibilities. Apttus also underpaid her relative to the men who were hired with the same title  
6 and with less experience.

7 32. As set forth below, Gonzalez was paid less than male employees for doing the  
8 same or even more challenging work.

9 33. During Gonzalez's entire tenure, the workforce at Apttus was heavily male  
10 dominated. The company's executive and management decisionmakers were all male. Except for  
11 the human resources function, Apttus senior leadership remains all male today.

12 34. While Gonzalez worked at Apttus, more than 80% of all employees were male;  
13 more than 90% of all employees in the Professional Services organization in which Gonzalez  
14 worked were male.

15 35. During her employment, Gonzalez was one of five or fewer women in  
16 Professional Services at any given time. In her time at Apttus, no female in Professional Services  
17 held any title above Engagement Manager.

18 36. In Gonzalez's day to day work, she was the sole visible female member of every  
19 project and every meeting. In addition, she was one of the few Hispanics, if not the only  
20 Hispanic, in the Professional Services organization.

21 **Apttus Relied on Impermissible Factors in Determining Starting Pay, Title,**  
22 **and Level**

23 37. Gonzalez first learned of career opportunities at Apttus when a recruiter, Justin Li,  
24 contacted her in early April 2017. Justin Li was an Apttus employee in the San Mateo, California  
25 headquarters location. Gonzalez had initial conversations with recruiter Justin Li, and senior  
26 recruiter Theresa Trujillo, who was also based in San Mateo, California, in April 2017.

27 38. At Li's invitation, Gonzalez reviewed the Apttus website and the company's job  
28 vacancies that were posted online. She identified the positions fitting her resume: Practice

1 Director in Professional Services, Senior Product Manager, and Senior Operations Manager.  
2 Gonzalez informed Apttus's recruiters of her interest in those roles, including Director in  
3 Professional Services. Notably, there was no advertised vacancy for Engagement Manager in  
4 Professional Services. The recruiters did not mention the Engagement Manager role.

5 39. When interviewing Gonzalez, senior recruiter Trujillo asked Gonzalez about her  
6 salary history, her earnings and recent past employment, and her salary expectations. Apttus  
7 required Gonzalez to provide written proof of prior earnings as part of the background check.

8 40. Li and Trujillo passed Gonzalez on to Susan Fagel, a People Operations  
9 Coordinator, who worked in Apttus' San Mateo, California headquarters. Fagel introduced  
10 herself as someone who worked with the Professional Services organization.

11 41. Throughout the pre-employment process, Fagel of People Operations, with  
12 continuing assistance from recruiter Theresa Trujillo, oversaw the evaluation and hiring of  
13 Gonzalez into the Professional Services organization.

14 42. Fagel had at least one phone interview with Gonzalez. Fagel asked similar  
15 questions as Trujillo. Fagel also asked Gonzalez about her salary history and recent earnings. She  
16 also asked for Gonzalez's current salary expectations.

17 43. At the time, Gonzalez's most recent past job was at Viacom, where she had  
18 worked as a 1099 contractor. She left Viacom to go on maternity leave in September 2016.  
19 Therefore, there was a gap of approximately seven months in her resume. Fagel and Trujillo  
20 asked about the gap in her resume and elicited the fact that Gonzalez had taken time off due to  
21 the birth of a child. They both asked about her work at Viacom and her compensation details at  
22 Viacom.

23 44. Gonzalez responded that her salary requirement was \$150,000 and that it was  
24 based on her last job at Viacom with an adjustment for the difference between 1099 contractor  
25 and W-2 employee.

26 45. Fagel arranged for Gonzalez to be interviewed by Professional Services  
27 employees. Gonzalez was interviewed by Engagement Managers and Directors who reported up  
28

1 to the hiring manager, Vincent Latchford, a Vice President in Professional Services. Latchford  
2 also separately interviewed Gonzalez by phone.

3 46. After the Trujillo and Fagel interviews, Fagel told Gonzalez that the only option  
4 available for her in the recruiting process was Engagement Manager in Professional Services.  
5 Fagel told Gonzalez that the maximum salary for Engagement Manager was \$135,000 and stated  
6 that the total compensation package, including bonus, was going to be more than Gonzalez's  
7 stated salary expectation. Fagel indicated the position was a remote one and involved business  
8 travel, and it did not matter where in the U.S. the employee lived.

9 47. Apttus's California-based representatives only considered Gonzalez for the non-  
10 public, unposted position of Engagement Manager, a lower level than Director. Apttus, through  
11 Fagel and Trujillo, relied on Gonzalez's prior earnings and maternity leave in boxing her into the  
12 lower-leveled, lower-paying role of Engagement Manager.

13 48. At the final stage, in early May 2017, Apttus brought Gonzalez to an onsite  
14 interview in New York where she interviewed in person in a group interview involving two Vice  
15 Presidents, one Senior Director and one Director. The four Apttus in-person interviewers were  
16 all male.

17 49. During the onsite interview, Gonzalez asked the four interviewers why she was  
18 not being considered for the Director role. The four men looked at each other and did not answer.

19 50. On or about May 16, 2017, Apttus sent a formal offer letter signed by Don  
20 Robertson, Chief People Officer. Robertson worked in the San Mateo, California, headquarters.  
21 The offer letter was sent from Apttus' headquarters in San Mateo, California.

22 51. The decision to hire Gonzalez for an Engagement Manager role, and not any other  
23 role, was either made in California, or involved the necessary recommendation and approval of  
24 Apttus officials in California.

25 52. Apttus officials who worked in California were critical decisionmakers regarding  
26 the job to consider her for, and the compensation package to offer.

27 ///

28 ///



1 53. Apttus offered Gonzalez the position of Engagement Manager with a base salary  
2 of \$135,000 and annual target bonus of \$20,000, the same as Fagel had indicated earlier to  
3 Gonzalez.

4 54. In determining her title, level, salary, and target bonus amounts, Apttus officials  
5 located in Apttus' headquarters in San Mateo California relied on Gonzalez's prior earnings at  
6 Viacom and the fact that Apttus would be her first job after the maternity break from outside  
7 employment.

8 55. As a condition of employment, Apttus officials located in Apttus' headquarters in  
9 San Mateo California required Gonzalez to submit to a background check. The background  
10 check required Gonzalez to provide her last W-2 or three months of paystubs to verify her  
11 earnings history.

12 56. Because Gonzalez had been self-employed, she provided Apttus with her 1099  
13 statement and last three invoices for her work for Viacom.

14 57. At no time did Apttus provide Gonzalez with a written description of the  
15 Engagement Manager role. The role was not an advertised vacancy. As far as Professional  
16 Services jobs, the only opening that Gonzalez saw as an applicant was the online job notice for  
17 Director and a short, brief description of the role.

18 58. Based on her subsequent experiences and observations at Apttus, no written job  
19 descriptions existed for Engagement Manager or Director.

20 59. On June 12, 2017, Plaintiff started working for Apttus.

21 60. As soon as she started working for Apttus, Gonzalez began to periodically  
22 advocate for her level and pay to be raised. She explicitly and vocally sought pay parity with  
23 male peers, including while she was in California.

24  
25 **Reporting Structures, Job Duties, and Geographic Locations of Apttus**  
**Professional Services**

26 61. During Plaintiff's employment, Apttus had one physical office in the United  
27 States, its headquarters office in San Mateo, California. Apttus also had an office in India and an  
28 office in the United Kingdom.

1           62.     The U.S.-based Professional Services employees lived in many different states.  
2 Apttus required the employees to work remotely.

3           63.     Professional Services employees were generally “remote” employees. They  
4 collaborated globally with individuals across North America, Asia, and the United Kingdom.  
5 When they were not working from home, they were working at a client site, at the San Mateo  
6 headquarters, or at a company offsite event.

7           64.     At the time of Plaintiff’s hiring, Engagement Manager was one level below  
8 Director. Engagement Managers and Directors both worked on client teams to provide IT  
9 consulting and project management services.

10          65.     Engagement Managers and Directors had similar job duties with respect to  
11 managing client engagements and accounts. They were responsible for validating clients’  
12 requirements, managing projects including project schedules and resources, costs, and budgets,  
13 risk management, managing customer relationships, working with customers in Europe and the  
14 USA, scoping future needs, and managing internal Apttus team members located in various U.S.  
15 states. The work included traveling and commuting to and from one’s home state, to and from  
16 the California headquarters, and to and from wherever the clients’ offices were.

17          66.     Apttus’s Professional Services employees, such as Gonzalez, had both solid- and  
18 dotted-line reporting relationships. For purposes of personnel management, Engagement  
19 Managers were supposed to have a solid reporting line to a Director or Senior Director, who then  
20 reported to a Vice President.

21          67.     Plaintiff’s first manager, a Director named Benjamin Chong, left Apttus  
22 approximately one month after Gonzalez joined. Gonzalez thereafter reported directly to Vincent  
23 Latchford, a Vice President, for the duration of her employment at Apttus.

24          68.     As the sole Engagement Manager who reported directly to a Vice President,  
25 Gonzalez was unlike any other Engagement Manager within the entire Professional Services  
26 organization.

27 ///

28 ///

1           69.     Functionally, Professional Services employees were staffed to client accounts and  
2 client engagements. The Directors and Vice Presidents in charge of those accounts or  
3 engagements functioned as dotted-line supervisors for team members.

4           70.     Peter Rubino—a Vice President who oversaw accounts and engagements on  
5 which Gonzalez was staffed—functioned as Gonzalez’s dotted-line supervisor. Rubino  
6 influenced or made employment decisions about Gonzalez, in association and collaboration with  
7 Latchford, her manager.

8           71.     According to their public profiles and email signatures, both Latchford and  
9 Robertson were based in Apttus’s San Mateo, California headquarters. They represented  
10 themselves to internal and external parties that they were members of the San Mateo office.

11          72.     Consistent with Apttus’s physical presence in Silicon Valley, Latchford instructed  
12 some members of his team to put the San Mateo headquarters as their office in their email  
13 signatures, even though they were remote workers living outside of California.

14          73.     Gonzalez’s supervisors—Latchford and Rubino—each had company-owned  
15 apartments near the San Mateo headquarters and traveled to San Mateo frequently for  
16 management meetings and client work.

17          74.     Latchford and Rubino each spent substantial time in California. From the San  
18 Mateo headquarters, or client sites in California, Latchford and Rubino spent time supervising  
19 Gonzalez.

20          75.     Based on her interactions with them, Gonzalez believed that Latchford and  
21 Rubino worked the majority of their time in California.

22          76.     On February 4, 2019, Apttus announced that Chris Bishop was its new Chief  
23 Delivery Officer. Latchford and Rubino reported to Bishop. Based on her observations and  
24 interactions with Bishop, Gonzalez understood that Bishop worked most of the time in  
25 California.

26          77.     While she worked for Apttus, Gonzalez routinely and frequently travelled for  
27 work to California, Texas, Connecticut, and North Dakota.

28

1 78. Gonzalez learned that Apttus did not have state-specific employment policies for  
2 its remote employees. Apttus’s employment policies were either “USA” policies, or policies  
3 covered California employees and were silent on remote employees. Apttus did not provide  
4 variants of its policies for remote employees, or employees in any specific states other than  
5 California.

6  
7 **Apttus Paid Gonzalez Less than Male Engagement Managers; Gonzalez**  
8 **Repeatedly Sought Equal Pay and Opportunities**

9 79. Gonzalez attended mandatory new-hire training in San Mateo, California, starting  
10 June 12, 2017. Apttus’s Professional Services training program required Gonzalez to be in the  
11 Headquarters for four weeks of training through July 7, 2017.

12 80. The training included corporate policies, compliance, security, HR rules, travel  
13 and expenses, training and continuing education, stock plans, HR benefits, and overall  
14 operations. The training consisted heavily of substantive content associated with delivery of  
15 Professional Services.

16 81. Gonzalez met other Engagement Managers within the Professional Services  
17 division at the training. They were all male. Gonzalez was the only female and the only Hispanic  
18 Engagement Manager.

19 82. Mayur Patel was a new Engagement Manager hired at around the same time as  
20 Gonzalez. Patel resided in Florida, who had flown to San Mateo for the same new-hire  
21 orientation activities Gonzalez attended. Patel told Gonzalez what his base salary and target  
22 bonus were. Both were significantly higher than hers.

23 83. All the Engagement Managers, like Gonzalez, were “remote” employees. They  
24 worked either from home, from Apttus’s San Mateo office, or from a client site.

25 84. As starting compensation, the male Engagement Managers were offered \$155,000  
26 to \$165,000 base with \$25,000-or-higher target bonuses.

27 85. Gonzalez did not receive any merit-based or cost-of-living raises while she  
28 worked at Apttus, whereas at least some male Engagement Managers did receive raises. The

1 decisions on whether to give an employe a merit-based or cost-of-living raise were either made  
2 at Apttus headquarters in San Mateo, California or approved by Apttus officials at headquarters.

3 86. After learning that she was underpaid compared to male Engagement Managers,  
4 Gonzalez repeatedly and vocally raised her concerns about equal pay.

5 87. During the weeklong orientation, Apttus' CEO, Kirk Krappe, hosted a party for  
6 the company at his house on Lombard Street in San Francisco. This was on or about June 22,  
7 2017.

8 88. At the CEO's house party, Gonzalez voiced her concern about the gender pay  
9 disparity to the VP of HR, Don Robertson, who worked in Apttus' California headquarters.

10 89. Gonzalez also shared the same concern to the CEO and his partner during the  
11 same party. At the party, Gonzalez met Mr. Krappe, who was accompanied by his girlfriend,  
12 Cassandra. During conversation, Gonzalez said in a friendly way, "I'm getting paid less than the  
13 guys" and something to the effect of "can you fix that"? The immediate reply was from  
14 Cassandra, the girlfriend, who replied "ha ha, Kirk, we need to talk about that!" Mr. Krappe just  
15 nodded his head.

16 90. Soon after that party, Gonzalez sent an internal chat message on the company's  
17 chat platform to Chief People Officer, Don Robertson to request equal pay. She also emailed Mr.  
18 Krappe and the Chief People Officer, Don Robertson, to follow up with her request for equal  
19 pay.

20 91. During the orientation period, while Gonzalez was still physically working from  
21 California, via Lync phone conference, Gonzalez told her hiring manager Vince Latchford that  
22 she found out about Patel being paid significantly more. Gonzalez also asked Latchford for pay  
23 parity with the men. Latchford's immediate reaction was something to the effect of "how did you  
24 know, I don't think they were supposed to tell you" and "we need to see how you do."

25 92. Gonzalez also promptly voiced her concern about the gender pay disparity to  
26 Benjamin Chong, her original direct manager, within her first month of employment.

27 93. Gonzalez was paid less—in salary, bonus, incentives, and shares—than numerous  
28 male Engagement Managers, including, but not limited to Ori Landau, Michael Leinweber, Rick

1 Logsdon, Mayur Patel, and Rocky D’Souza. These individuals performed substantially equal  
2 work under similar working conditions as Gonzalez.

3 94. There were dozens of other male employees with Engagement Manager titles at  
4 some time between 2017 to 2019 who performed substantially equal work under similar remote  
5 working conditions as Gonzalez.

6 95. During the week of October 24, 2017, Gonzalez was in the San Francisco Bay  
7 Area while serving as Engagement Manager for Exxon Mobil, a client. She hosted Exxon clients  
8 at the San Mateo headquarters, drove them throughout San Francisco, and provided project  
9 management planning for the next stages for the project.

10 96. Vice President Peter Rubino was also at the San Mateo headquarters during the  
11 week that they hosted Exxon. Rubino worked with Gonzalez in San Mateo. During this period in  
12 San Mateo, Gonzalez heard male employees in Professional Services talking about their  
13 compensation. These interactions led Gonzalez to conclude that she was being paid less than  
14 multiple male counterparts. She mentioned equal pay concerns to Rubino while they were both  
15 in San Mateo.

16 97. During that week of October 24, 2017, Gonzalez, while at the San Mateo  
17 headquarters, sent an e-mail to Chief People Officer Don Robertson and CEO Kirk Krappe,  
18 seeking pay parity with her male counterparts.

19 98. In January 2018, Gonzalez learned that male Engagement Managers were getting  
20 bonuses for 2017 that far exceeded the maximum bonus that was stated in her own offer letter.  
21 As a result, Gonzalez again inferred that multiple male Engagement Managers, other than Patel,  
22 had overall compensation substantially higher than hers.

23 99. After hearing the men brag about their bonuses, Gonzalez initiated conversation  
24 with Peter Rubino about her bonus, equal pay issues and future roles she could be considered for.  
25 This conversation occurred in Houston, Texas between January 9 and 13, 2018. They were  
26 working with Exxon in the customer’s Houston office. Among other things, Gonzalez asked why  
27 her bonus was only much lower than others’ bonuses. Rubino referred her to Vincent Latchford,  
28 who referred her back to Rubino.

1                   **Apttus Paid Gonzalez Less than Senior Engagement Managers, All Male, for**  
2                   **the Same Work or Harder Work**

3                   100. In or around October 2018, Thomas Bravo completed his acquisition of a majority  
4 stake in Apttus.

5                   101. After the Bravo acquisition, Apttus tried to restructure some operations. Gonzalez  
6 and others in Professional Services were asked to help create job descriptions for Engagement  
7 Manager, Senior Engagement Manager, and Business Analyst. There was no “Senior  
8 Engagement Manager” level prior to the post-Bravo operational restructuring efforts.

9                   102. At no time during Gonzalez’s employment did Apttus roll out job descriptions for  
10 Engagement Manager and Senior Engagement Manager. Senior or not, these two levels had the  
11 same responsibilities and workload and performance expectations.

12                   103. At some point in time, Apttus promoted Rocky D’Souza and Ori Landau from  
13 Engagement Manager to Senior Engagement Manager in a tap-on-the-shoulder, closed and  
14 secretive process.

15                   104. Gonzalez observed no change in the responsibilities of Rocky D’Souza and Ori  
16 Landau. She was surprised to find out for the first time in November 2019 that they had been  
17 promoted to Senior Engagement Manager. Their promotions were first announced during a team  
18 call for Latchford’s team in November 2019.

19                   105. Gonzalez and the above-named recipients of the Senior Engagement Manager title  
20 performed substantially equal work under similar working conditions. Senior Engagement  
21 Managers were paid more than Gonzalez.

22                   106. Apttus failed to promote Gonzalez to Senior Engagement Manager due to her  
23 gender. Apttus underpaid Gonzalez relative to male Senior Engagement Managers due to her  
24 gender.

25                   107. In 2019, Gonzalez asked her manager why she was not promoted to Senior  
26 Engagement Manager, and again raised the pay disparity between her and male Engagement  
27 Managers. Latchford told her it was because she had not worked at the company long enough.  
28

1           108. There were no formal performance reviews or negative feedback given to  
2 Gonzalez during her employment. At no time did any of her superiors cite her performance as a  
3 reason for not promoting her.

4           109. Throughout her employment, Apttus assigned Plaintiff to manage the biggest or  
5 most difficult accounts without being supervised by a Director. That is because she was able to  
6 do both project management and assist with technical design, given that she had technical and  
7 coding experience and certifications in addition to business administration experience. She was  
8 directly responsible to a Vice President for her work. Apttus assigned her work that was no  
9 different from the work assigned to Directors.

10           110. Apttus treated Gonzalez worse than male Engagement Managers, including the  
11 Seniors, by giving her harder work, for less pay.

12                           **Apttus Decided to Not Promote Gonzalez to Director Due to Her Gender and**  
13                           **Her Complaint about Discriminatory Treatment**

14           111. As of early 2018, Gonzalez’s client engagements included the Exxon Mobil  
15 account. The Apttus manager in charge of these engagements was Peter Rubino. Gonzalez’s  
16 work in 2017 contributed to Exxon extending its work with Apttus into 2018.

17           112. Between 2017 and 2018, Gonzalez performed work in California for the Exxon  
18 account.

19           113. In January 2018, Peter Rubino asked Gonzalez if she “was running a  
20 daycare” due to the crying of Gonzalez’s toddler in the background. He did not make such  
21 critical remarks to any male colleagues who had background noise—whether from children or  
22 pets.

23           114. In or around February 2018, Gonzalez suffered a significant incident of overt  
24 discriminatory behavior by a South Asian, male partner at Deloitte Consulting during a  
25 telephonic meeting. Deloitte and Apttus worked together in the service of Exxon Mobil, a mutual  
26 client.

27 ///

28 ///



1           115.    Gonzalez facilitated the team call, as was expected, given her role of Engagement  
2 Manager. It proceeded normally until the Deloitte partner shut her down and refused to continue  
3 interacting with her, insisting that Peter Rubino take over. The Deloitte partner said, “can you not  
4 talk anymore, I don’t want to hear from you, you are not a director, you are not on my level, let  
5 Peter talk.” Gonzalez muted herself and asked Rubino to say something to help her continue in  
6 her role during this meeting. Instead, he just took over the meeting.

7           116.    The disparagement was overt enough that multiple coworkers checked on  
8 Gonzalez to see how she was doing afterwards; an Exxon client representative stationed in  
9 London sent her a note apologizing for the Deloitte partner’s outburst.

10          117.    Gonzalez complained to Rubino about how she was treated by the Deloitte partner  
11 on the Exxon project and expressed that she did not appreciate Rubino’s failure to support or  
12 defend her in some fashion. Rubino told her to “learn to deal with men from India, you know  
13 how they treat women.”

14          118.    In or around February 2018, even though Gonzalez had served as Engagement  
15 Manager on Exxon, Rubino identified her as “support staff” during his go-live announcement for  
16 implementation of a new project. Gonzalez’s role in the Exxon account was not support staff; she  
17 was the Engagement Manager. Gonzalez complained to Latchford about this, as well as about the  
18 fact that Rubino did not push back on the sexism of the Deloitte collaborator. Latchford told  
19 Gonzalez to just go along with Rubino and keep him happy, because “Peter is the golden boy” or  
20 words to that effect.

21          119.    Between February and March 2018, Rubino passed over Gonzalez for an internal  
22 promotion to Director staffed to the Exxon account. Rubino’s decision to pass over Gonzalez  
23 was ratified and approved of by Apttus executives that worked at Apttus’ headquarters in San  
24 Mateo, California.

25          120.    When Gonzalez asked Rubino about the potential vacancy, he claimed it was  
26 tentative and not finalized, but at the same time, he directed her to add an unnamed “Director” to  
27 the internal spreadsheet that documented the staff resources to be budgeted for the Exxon  
28 account.

1           121. Gonzalez was the most natural candidate for that Director role because she was  
2 already serving as Engagement Manager on large and/or complex accounts and engagements,  
3 including Exxon.

4           122. Not only did Gonzalez inform Rubino and Latchford, her managers, that she  
5 wanted to be considered, but she also asked another executive, Jamie Dagger, about how to apply  
6 for Director vacancies as an internal candidate. Jamie Dagger was a Vice President of Operations  
7 who worked in San Mateo, California. Dagger had no answer.

8           123. Apttus did not provide Gonzalez with an opportunity to apply for any Director  
9 promotion or vacancy, including the one for Exxon.

10           124. Rubino outright told Gonzalez that it would be unlikely that she would get the  
11 Director role. He told Gonzalez that she should “look around” and see if she fit the profile for  
12 anyone in a Director role. Gonzalez was the only female (and only Hispanic) Engagement  
13 Manager, to her awareness at the time.

14           125. During this time, Rubino went out of his way to seek out external Director  
15 candidates who were male. There was no public vacancy. This was a closed recruitment process.

16           126. Based on Rubino’s attitude toward the sexism he attributed to South Asian men,  
17 and his “look around” remark, it was apparent to Gonzalez that Rubino did not consider her to be  
18 Director material due to her gender. Gonzalez understood Rubino to be rejecting her because she  
19 had ruffled his feathers by complaining about the Deloitte partner’s behavior and requesting that  
20 her Apttus management support her in dealing with third parties’ sexist behavior.

21           127. In or around April 2018, Apttus hired an external male candidate, Troy Walker, as  
22 a Director of Professional Services.

23           128. Rubino was the hiring manager and recruited Walker with the intent that Walker  
24 would replace Gonzalez on the Exxon project. This was a decision motivated by gender and  
25 retaliation for the Gonzalez’s complaints about the Deloitte partner’s sexism. Rubino’s decision  
26 was ratified and approved of by Apttus executives that worked at Apttus’ headquarters in San  
27 Mateo, California.

28 ///

1           229. Rubino’s decisions to exclude Gonzalez from consideration, deny her a  
2 promotion, to hire an external male candidate, and to replace Gonzalez on Exxon with a male  
3 director, were ratified and approved of by Apttus executives that worked at Apttus’ headquarters  
4 in San Mateo, California

5           230. Gonzalez onboarded and mentored Director Troy Walker for about two months as  
6 she transitioned Exxon to him.

7                           **Apttus Paid Gonzalez Less than Male Directors for the Same Work**

8           231. Apttus paid Gonzalez far less in salary, incentives, bonus, and stock units than it  
9 paid Directors Troy Walker, Ashish Ganju, Rick Logsdon, Vikas Arora, and Robert Connolly,  
10 for doing substantially the same work.

11           232. The primary difference between Engagement Managers and Directors in  
12 Professional Services lay in compensation, fringe benefits and perks, and access to management-  
13 level information, not in the skill, effort, and job responsibilities.

14           233. Engagement Managers had the same duties as Directors with respect to client  
15 accounts; they managed engagements. In theory, Engagement Managers were supposed to  
16 manage engagements for smaller accounts, or less complex engagements, compared to Directors.  
17 Both Engagement Managers and Directors functionally supervised Analysts and Project  
18 Coordinators, the more junior staff.

19           234. As between Gonzalez’s and the Directors’ job duties, the only differences were  
20 that she did not receive the incentive pay that Directors received and she did not have  
21 Engagement Managers reporting to her.

22           235. As stated above, Gonzalez reported directly to a Vice President, like Directors do,  
23 and she managed the bigger or more complex engagements or accounts, like Directors do. She  
24 was doing Director-level work; not Engagement Manager-level work.

25           236. This substantial equality in role and responsibilities was apparent in Apttus’s  
26 hiring Troy Walker at the Director level, giving Walker some of Gonzalez’s projects and  
27 accounts, and then replacing Walker with Gonzalez about a year later.

28 ///

1           137. In or around October 2018, Gonzalez was assigned to a project with a male  
2 Director, Ashish Ganju. Throughout the more than half year that Gonzalez worked closely with  
3 Ganju, Gonzalez performed substantially the same responsibilities and work as Ganju.

4           138. In 2019, Ganju's projects were transitioned to Gonzalez due the Ganju's  
5 promotion to Senior Director. The transfer involved four accounts, all of which fell into "account  
6 at risk" status during Ganju's tenure as lead on the accounts. Two of the accounts were already at  
7 the client cancellation point at the time Gonzalez inherited them.

8           139. Apttus' assignment of work and responsibilities to Ganju and Gonzalez  
9 demonstrated that not only did Apttus expect her to assume Ganju's projects that he had as a  
10 Director, but also that Apttus expected her to fix the at-risk projects that he left behind.

11           140. No adjustments were made to Gonzalez' compensation despite the work she was  
12 expected to do, and despite her requests to Apttus for pay parity.

13           141. On or about June 26, 2019, Exxon Mobil was reassigned from Walker back to  
14 Gonzalez. Other accounts were also reassigned from Walker to Gonzalez between June and July.  
15 Walker soon separated from Apttus.

16           142. On or about June 27, 2019, Gonzalez discussed with her manager, Latchford, her  
17 concern that she was doing Director-level work but not being paid like a Director.

18           143. In September 2019, Gonzalez expressed concerns about the company's pay  
19 disparities to her boss's boss, Chris Bishop, Chief Delivery Officer. Bishop invited her to apply  
20 for Director of Operations, which was a new position that would serve internal operational needs.

21           144. In 2017, 2018 and 2019, Gonzalez brought the pay differentials between herself  
22 and male colleagues to the attention of Apttus management in California on multiple occasions.  
23 Nothing was done to bring her closer to equal pay for her past and current work.

24           145. Instead, in the second half of 2019, Apttus invited her to apply for Senior  
25 Engagement Manager role in Apttus's United Kingdom operations and an internal role of  
26 Director of Operations in the U.S. In both cases, as is typical, Gonzalez checked whether she had  
27 the support of her manager, Latchford. Latchford confirmed his support for her application for  
28 these roles.

**The Unlawful Acts, Omissions, and Decisions of Apttus Officers, Managing Agents, and Human Resources Emanated From California**

1  
2  
3 146. Apttus' corporate officers, managing agents, and human resources executives and  
4 managers who worked from California made, approved and/or ratified each of the unlawful acts,  
5 omissions, and decisions alleged in this complaint.

6 147. Apttus's recruiting and hiring operations were based in California, with key  
7 personnel involved in recruiting Plaintiff based in San Mateo, California. California-based  
8 personnel coordinated every aspect of Apttus's recruitment and evaluation of Plaintiff.

9 148. Apttus' policies and procedures for screening and evaluating candidates and for  
10 making offers of employment were created in California.

11 149. Apttus' CEO, Kirk Krappe, who failed to correct known gender-based pay  
12 disparities, lives and works in California.

13 150. Apttus' human resources (People Operations) and payroll employees work in  
14 California from the company's San Mateo headquarters. The human resources and payroll  
15 departments in San Mateo maintained employees' personnel records.

16 151. Apttus processed payroll and approved paychecks in California. The San Mateo  
17 headquarters issued paychecks to employees across the United States.

18 152. Apttus' San Mateo headquarters was responsible for overseeing centralized  
19 financial data, including compensation data, for the entire company.

20 153. Apttus' San Mateo headquarters personnel had primary fiduciary responsibility  
21 for compliance with state and federal employment laws and, as such, had obligation to ensure  
22 equal pay for equal work.

23 154. Apttus' San Mateo headquarters personnel failed to conduct any pay audits, and  
24 failed to rectify pay disparities that were brought to their attention.

25 155. It was in California that the HR chief, Robertson, and the CEO, Krappe, received  
26 Gonzalez's comments objecting to being paid less than the men. It was from California that  
27 Gonzalez made several of her multiple inquiries seeking correction of pay disparities.

28 ///

1           156. Key executives within Professional Services, including Gonzalez’s solid- and  
2 dotted-line supervisors (Latchford and Rubino), worked primarily in California.

3           157. In denying Plaintiff equal pay and discriminating and retaliating against her  
4 because of her gender and her complaints about mistreatment and underpayment, Apttus engaged  
5 in conduct that was malicious, oppressive and in reckless disregard of the Plaintiff’s rights.

6           158. There is *no state other than California* where the majority of the decision-  
7 making affecting Gonzalez’ employment and compensation occurred. Apttus had no regional  
8 heard

9           159. Apttus managed a global workforce from its California headquarters. A large  
10 majority of Apttus’s U.S. employees were remote employees.

11           160. Apttus’ San Mateo headquarters personnel and leadership ratified the hiring,  
12 placement, leveling, compensation and promotion decisions complained of herein.

13           161. Apttus’ “nerve center” personnel and leadership failed to comply with California  
14 legal obligations to prevent discrimination in employment.

15           162. Apttus paid Gonzalez and other women less than men doing the same work under  
16 similar working conditions, with actual knowledge of the wrongfulness of their compensation  
17 practices, with reckless indifference to the legal, financial and dignitary harms suffered by  
18 Plaintiff, and with awareness of the risk of legal consequences for breaking state and federal law.

19  
20                                           **FIRST CLAIM**  
21                                           **Denial of Equal Pay for Equal Work**  
22                                           **(The Fair Labor Standards Act of 1938, as amended by The Equal Pay Act, 29 U.S.C. §§**  
23                                           **206, et seq.)**

24           163. Gonzalez re-alleges and incorporates by reference the preceding paragraphs as  
25 though fully set forth herein.

26           164. Gonzalez performed equal work in a job requiring equal skill, effort, and  
27 responsibility as certain male employees and performed such job under similar working  
28 conditions.

29           165. Apttus treated Gonzalez’s compensation differently than it treated the  
30 compensation of male employees performing the same or substantially same job duties.

1           166. Apttus did not treat Gonzalez' compensation differently based (i) a seniority  
2 system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of  
3 production; or (iv) a bona fide factor other than gender.

4           167. In setting Gonzalez' compensation, Apttus relied on unlawful factors, namely her  
5 earnings in prior employment, her gender, and gender-related factors such as maternity leave.

6           168. Apttus' corporate practices for determining base and bonus pay, job titles and  
7 levels, and placements and promotions all caused gender- and sex-based compensation  
8 disparities.

9           169. As a result of the actions complained of above, Apttus has unlawfully withheld  
10 and continues to withhold the payment of wages due to Gonzalez.

11           170. The unlawful practices complained about above were and are willful.

12           171. Apttus' conduct has been intentional, deliberate, willful, malicious, reckless, and  
13 conducted in callous disregard of Gonzalez's rights and the rights of other female employees.

14           172. Apttus have paid other female Engagement Managers in the United States and  
15 United Kingdom less than male peers.

16           173. As a result of Apttus' unlawful acts and omissions, Gonzalez has suffered harm,  
17 including lost earnings and garden-variety emotional distress damages.

18           174. Gonzalez has suffered economic damages because of Apttus' equal pay violation  
19 including the loss of salary and bonus compensation, and is entitled to recover such wages,  
20 including interest thereon. Gonzalez is also entitled to recover an amount equal in the form of  
21 liquidated damages, plus attorneys' fees and costs, pursuant to the Equal Pay Act and 29 U.S.C.  
22 § 216(b).

23           175. Further, Apttus acted with malice, oppression and/or reckless disregard for  
24 Gonzalez's rights thus rendering punitive damages appropriate.

25  
26  
27  
28

**SECOND CLAIM**

**Retaliation**

**The Fair Labor Standards Act of 1938, as amended by The Equal Pay Act, 29 U.S.C. §§  
206, et seq.**

1 176. Gonzalez re-alleges and incorporates by reference the preceding paragraphs as  
2 though fully set forth herein.

3 177. Gonzalez engaged in protected activity by, inter alia, complaining to Apttus  
4 management about discriminatory conduct with respect to, among other things, compensation,  
5 promotions, and the company acquiescing to gender discrimination by clients, as alleged above.

6 178. Gonzalez was acting under a reasonable, good faith belief that her rights to equal  
7 pay, treatment and opportunity were being violated on account of her gender.

8 179. Gonzalez was subjected to materially adverse actions within weeks and months  
9 after the protective activities took place, in that she was denied advancement and the  
10 commensurate increases in title and pay and denied full bonus pay.

11 180. There was a causal connection between Gonzalez making verbal and written  
12 complaints and her being denied elevation in title and pay.

13 181. As a result of Apttus' unlawful practices alleged in this Complaint, Gonzalez has  
14 suffered harm, including lost earnings and garden-variety emotional distress damages.

15 182. Gonzalez is entitled to all legal and equitable remedies available for violations of  
16 the EPA including prejudgment interest, attorneys' fees, costs, and other compensation pursuant  
17 to 29 U.S.C. § 216(b).

18 183. Further, Apttus acted with malice, oppression and/or reckless disregard for  
19 Gonzalez's rights thus rendering punitive damages appropriate.

20  
21 **THIRD CLAIM**  
22 **Gender Discrimination**  
23 **The California Fair Employment and Housing Act, Cal. Gov't Code § 12940(a)**

24 184. Gonzalez re-alleges and incorporates by reference the preceding paragraphs as  
25 though fully set forth herein.

26 185. Apttus has discriminated against Gonzalez by subjecting her to different treatment  
27 because of and based on her sex and gender, including by engaging in intentional disparate  
28 treatment in hiring, placement, leveling, compensation and promotion decisions. Gonzalez was



1 subjected to a continuous pattern of discriminatory treatment with respect to unequal pay,  
2 unequal placements and leveling, assignments, and promotions, and unequal working conditions.

3 186. Gonzalez's gender was a motivating factor in Apttus's adverse actions against  
4 Gonzalez, including its pay and promotion decisions and placement, compensation, leveling, and  
5 work-assignment decisions.

6 187. As a result of Defendant's unlawful acts and omissions, Gonzalez has suffered  
7 harm, including lost earnings and garden-variety emotional distress damages.

8 188. Gonzalez is entitled to all legal and equitable remedies available for violations of  
9 the FEHA, including backpay and compensatory and punitive damages. Gonzalez is also entitled  
10 to reasonable attorneys' fees and costs, including expert witness fees, under Government Code  
11 § 12965.

12 189. Further, Apttus acted with malice, oppression and/or reckless disregard for  
13 Gonzalez's rights thus rendering punitive damages appropriate.

14  
15 **FOURTH CLAIM**

16 **Failure to Prevent Discrimination**

17 **The California Fair Employment and Housing Act, Cal. Gov't Code § 12940(k)**

18 190. Gonzalez re-alleges and incorporates by reference the preceding paragraphs as  
19 though fully set forth herein.

20 191. Pursuant to Cal. Gov't Code § 12940(k), it is an unlawful employment practice for  
21 an employer to fail to take all reasonable steps to prevent discrimination and harassment from  
22 occurring.

23 192. Apttus failed to prevent, respond to, adequately investigate, and/or appropriately  
24 resolve gender discrimination and pay disparities between women and men.

25 193. Apttus failed to adopt necessary procedures, practices, guidelines, rules, and/or  
26 trainings regarding the prevention of discrimination and harassment in the workplace.

27 194. Apttus' conduct as alleged herein constitutes violations of Gov't Code  
28 § 12940(k).

1 195. As a result of Apttus' unlawful acts and omissions, Gonzalez has suffered harm,  
2 including lost earnings and garden-variety emotional distress damages.

3 196. Gonzalez is entitled to all legal and equitable remedies available for violations of  
4 the FEHA, including backpay and compensatory and punitive damages. Gonzalez is also entitled  
5 to reasonable attorneys' fees and costs, including expert witness fees, under Government Code  
6 § 12965.

7 197. Further, Apttus acted with malice, oppression and/or reckless disregard for  
8 Gonzalez's rights thus rendering punitive damages appropriate.

9  
10 **FIFTH CLAIM**  
11 **Retaliation**  
12 **California Fair Employment and Housing Act, Cal. Gov't Code § 12940(h)**

13 198. Gonzalez re-alleges and incorporates by reference the preceding paragraphs as  
14 though fully set forth herein.

15 199. Gonzalez engaged in protected activity by, inter alia, complaining to Apttus  
16 management about, and indicating her opposition to, discriminatory conduct with respect to,  
17 among other things, her job level, her compensation versus male peers, promotions, and the  
18 company's acquiescing to gender discrimination by third parties, as alleged above.

19 200. Gonzalez was acting under a reasonable, good faith belief that her rights to equal  
20 pay, treatment, and opportunity were being violated on account of her gender.

21 201. Gonzalez was subjected to materially adverse actions within weeks and months  
22 after the protective activities took place, in that she was denied equal pay, denied advancement,  
23 and denied commensurate compensation adjustments.

24 202. Gonzalez's verbal and written complaints were substantial motivating reasons for  
25 subsequent denials of equal pay and advancement in title and pay.

26 203. As a result of Apttus' unlawful acts and omissions, Gonzalez has suffered harm,  
27 including lost earnings and garden-variety emotional distress damages.

28 ///

///

**PRAYER FOR RELIEF**

Wherefore, Gonzalez requests that this Court:

1. Order Apttus to pay Gonzalez appropriate back wages, in amounts to be determined at trial, with interest thereon, and an equal sum of liquidated damages, for equal pay violations.
2. Order Apttus to make Gonzalez whole by providing compensation for past and future economic damages resulting from the unlawful practices, acts, and omissions, complained of above.
3. Order Apttus to make Gonzalez whole by providing compensation for garden-variety emotional pain, suffering, inconvenience, and humiliation, in amounts to be determined at trial.
4. Order Apttus to pay Gonzalez punitive damages for its malicious, oppressive and/or reckless conduct, as described above, in amounts to be determined at trial.
5. Order Apttus to provide other affirmative, equitable and injunctive relief necessary to eradicate the effects of its unlawful employment practices.
6. Award pre-judgment and post-judgment interest, as provided by law.
7. Award Gonzalez’s attorneys’ fees and costs, including expert witness fees.
8. Grant such other and further relief the Court deems necessary, just, and proper.

Dated: January 26, 2024

VALERIAN LAW, P.C.

By: /s/ Xinying Valerian

\_\_\_\_\_  
Xinying Valerian  
Dan L. Gildor

Attorneys for Plaintiff Yanira Gonzalez

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**DEMAND FOR JURY TRIAL**

Plaintiff Yanira Gonzalez demands a trial by jury on all causes of action, issues, and claims so triable.

Dated: January 26, 2024

VALERIAN LAW, P.C.

By: /s/ Xinying Valerian

\_\_\_\_\_  
Xinying Valerian  
Dan L. Gildor

Attorneys for Plaintiff Yanira Gonzalez

# Exhibit 1

EEOC Form 161-B (11/16)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Yanira Gonzalez  
54 Noll Street  
Apt 517  
Brooklyn, NY 11206

From: San Francisco District Office  
450 Golden Gate Avenue  
5 West, P.O. Box 36025  
San Francisco, CA 94102

On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR § 1601.7(a))

EEOC Charge No	EEOC Representative	Telephone No
550-2021-00251	Bryan G. Hoss, Intake Supervisor	(510) 956-0015

(See also the additional information enclosed with this form)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice, or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

- More than 180 days have passed since the filing of this charge
- Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
- The EEOC is terminating its processing of this charge.
- The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission  
**Bryan Hoss**  
Digitally signed by Bryan Hoss  
DN: cn=Bryan Hoss, ou=U.S. EEOC,  
ou=Enforcement Unit,  
email=bryan.hoss@eEOC.gov, c=US  
Date: 2020.12.14 09:40:16 -0800

12-14-2020  
(Date Mailed)

Enclosures(s)

William R. Tamayo,  
District Director

cc: Syed Ahmed Rafatullah, Esq.  
Registered In-House Counsel  
APTTUS CORPORATION  
1400 Fashion Island Boulevard, Suite 100  
San Mateo, CA 94404

(2009 - University of Michigan)  
2/15/2014 - (SNAEBAE)

Name (In-)  
MS. YANIRA  
Address  
STREET, AP.  
Organization, Etn,  
No. or Other, L.  
City, State and  
100, SAN.  
No. Employe.  
TOOK PLACE  
Latest  
2019

# Exhibit 2





## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove, CA | 95758  
800-884-1684 | Videophone for the DEAF 916-226-5285  
www.dfeh.ca.gov | e-mail: contact.center@dfeh.ca.gov

EEOC Number: 550-2021-00251C  
Case Name: Yanira Gonzalez vs. APTTUS CORPORATION  
Filing Date: December 08, 2020

### NOTICE TO COMPLAINANT AND RESPONDENT

This is to advise you that the above-referenced complaint is being dual filed with the California Department of Fair Employment and Housing (DFEH), a state agency, and the United States Equal Employment Opportunity Commission (EEOC), a federal agency. The complaint will be filed in accordance with California Government Code section 12960. The notice constitutes service pursuant to Government Code section 12962.

The EEOC is responsible for the processing of this complaint and the DFEH will not be conducting an investigation into this matter. Please contact EEOC directly for any discussion of the complaint or the investigation.

### NOTICE TO COMPLAINANT OF RIGHT TO SUE

This letter is also your state Right to Sue notice. This state Right to Sue Notice allows you to file a private lawsuit. According to Government Code section 12965, subdivision (b), you may bring a civil action under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The lawsuit may be filed in a State of California Superior Court.

Government Code section 12965, subdivision (b), provides that such a civil action must be brought within one year from the date of this notice or, pursuant to Government Code section 12965, subdivision (d)(2), 90 days from receipt of the federal right-to-sue letter from the EEOC, whichever is later. You should consult an attorney to determine with accuracy the date by which a civil action must be filed. This right to file a civil action may be waived in the event a settlement agreement is signed.

Be advised, the DFEH does not retain case records beyond three years after a complaint is filed.



# Exhibit 3

**Civil Rights Department**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

January 31, 2023

**Via Email: yaniraelizabethgonzalez@gmail.com**

Yanira Gonzalez  
54 Noll Street  
Brooklyn, NY 11206

**RE: Notice of Case Closure and Right to Sue**  
**Case Number:** 202201-15986729  
**Case Name:** Gonzalez / Apttus Corporation  
**County of Violation:** San Mateo

Dear Yanira Gonzalez:

The Civil Rights Department (CRD) has closed your case for the following reason: **No Jurisdiction - CP Not Covered**. The CRD makes no determination about whether further investigation would establish violations of the Fair Employment and Housing Act (FEHA) or other laws. This decision does not mean the alleged claims have no merit or that the respondent is in compliance with the law. No finding is made as to any other issues that might be construed as having been raised by this complaint.

**This is your Right to Sue notice.** As specified in Government Code section 12965, subdivision (b), you may file your own civil action asserting employment claims under the FEHA within one year of the date of this letter. If you want to file a civil action that includes other claims, you should consult an attorney about the applicable statutes of limitation.

Your complaint is **not dual filed** with the United States Equal Employment Opportunity Commission (EEOC). To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this letter or within 300 days of the alleged discriminatory act, whichever is earlier.

You have the right to appeal the decision to close your case. This request must be made within ten (10) days of receiving this letter. Your appeal must include: 1) a summary as to why you disagree with the case closure; and/or 2) any new detailed information (e.g., documents, records, witness information) that supports your claim. If you appeal, the information you provide will be carefully considered. You may appeal this decision by:

- Email. Send your request to [appeals@dfeh.ca.gov](mailto:appeals@dfeh.ca.gov) and make reference to the case #: 202201-15986729.
- Mail. Send your request to: CRD, Appeals Unit, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758. Include a copy of this letter and make reference to the case #: 202201-15986729.

Notice of Case Closure and Right to Sue

January 31, 2023

Page 2 of 2

- Phone. Call us at 800-884-1684 (voice), 800-700-2320 (TTY), or by using California's Relay Service at 711.

Although the CRD has closed this case, the allegations and conduct at issue may be in violation of the law. You should consult an attorney as soon as possible regarding any other options and/or recourse you may have regarding the underlying acts or conduct.

Below are some resources to assist you in deciding whether to bring a civil action on your own behalf in court in the State of California under the provisions of the FEHA against the person, employer, labor organization or employment agency named in your complaint. To proceed in Superior Court, you should contact an attorney.

- The State Bar of California has a Lawyer Referral Services Program which can be accessed through its website at [www.calbar.ca.gov](http://www.calbar.ca.gov) under the "Public" link, or by calling 866-442-2529 (within California) or 415-538-2250 (outside California).
- Your local city or county may also have a lawyer referral or legal aid service.
- The Department of Consumer Affairs (DCA) has a publication titled "The Small Claims Court: A Guide to Its Practical Use" online at [www.dca.ca.gov/publications/small\\_claims](http://www.dca.ca.gov/publications/small_claims). You may also order a free copy by calling the DCA Publication Hotline at 866-320-8652, or by writing to them at: DCA, Office of Publications, Design and Editing, 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834.

Sincerely,

*Javier Amaro Mujica*

Javier Amaro Mujica  
Associate Governmental Program Analyst  
510-961-6941  
[javier.amaro@dfeh.ca.gov](mailto:javier.amaro@dfeh.ca.gov)

Cc: Apttus Corporation  
c/o Gonzalo Morales  
Via Email: [gonzalo.morales@jacksonlewis.com](mailto:gonzalo.morales@jacksonlewis.com)