

1 JAMES M. FINBERG (SBN 114850)
2 EVE CERVANTEZ (SBN 164709)
3 Altshuler Berzon LLP
4 177 Post Street, Suite 300
5 San Francisco, California 94108
6 Telephone: (415) 421-7151
7 Facsimile: (415) 362-8064
8 jfinberg@altber.com
9 ecervantez@altber.com

10 JOSEPH M. SELLERS
11 PHOEBE M. WOLFE
12 (*Will apply for Pro Hac Vice admission*)
13 Cohen Milstein Sellers & Toll PLLC
14 1100 New York Ave NW, Fifth Floor
15 Washington, D.C. 20005
16 Telephone: (202) 408-4600
17 Facsimile: (202) 408-4699
18 jsellers@cohenmilstein.com
19 pwolfe@cohenmilstein.com

20 [Additional attorneys listed on next page]

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

06/13/2024
Clerk of the Court
BY: MARK UDAN
Deputy Clerk

CGC-24-615363

21 Attorneys for Plaintiffs JUSTINA JONG and
22 AMINA SALGADO, on behalf of themselves
23 and all others similarly situated

24 SUPERIOR COURT OF THE STATE OF CALIFORNIA
25 COUNTY OF SAN FRANCISCO

26 JUSTINA JONG and AMINA SALGADO
27 individually and on behalf of all others
28 similarly situated,

Plaintiffs,

v.

APPLE INC.,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

1. Violation of California Equal Pay Act, as amended (Labor Code §§ 1197.5, 1194.5)
2. Violations of the Fair Employment and Housing Act, as amended (Government Code § 12900 *et seq.*)
3. Unfair and Unlawful Business Practices (Bus. & Prof. Code § 17200 *et seq.*)
4. Failure to Pay All Wages Due to Discharged and Quitting Employees (Labor Code §§ 201-203, 1194.5)
5. Declaratory Judgment (C.C.P. § 1060 *et seq.*)
6. Penalties under the Labor Code Private Attorneys General Act (Labor Code §§ 2698-2699.5)
7. Hostile work environment and failure to accommodate for Plaintiff Jong

JURY TRIAL DEMANDED

1 ADAM T. KLEIN
CHAUNIQUEA YOUNG
(Will apply for Pro Hac Vice admission)
2 Outten & Golden LLP
685 Third Ave, 25th Floor
3 New York, New York 10017
Telephone: (646) 825-9822
4 atk@outtengolden.com
cyoung@outtengolden.com
5

6 Attorneys for Plaintiffs JUSTINA JONG and
AMINÁ SALGADO on behalf of themselves and
all others similarly situated
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs Justina Jong and Amina Salgado (collectively “Plaintiffs”), individually and on
2 behalf of all others similarly situated, allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this class action on behalf of themselves and on behalf of a class
5 defined as all women employed by Defendant Apple Inc. (“Apple” or “Defendant”) in California
6 at any time during the time period beginning four years prior to the filing of this Complaint
7 through the date of trial in this action (“Class Period”) in its Engineering, Marketing, and
8 AppleCare divisions (“Covered Positions”).

9 2. Throughout the Class Period and throughout California, Apple has discriminated
10 against its female employees by systematically paying them lower wage rates than Apple pays
11 to male employees performing substantially similar work under similar working conditions, in
12 violation of the California Equal Pay Act, Cal. Labor Code § 1197.5, as amended. Apple’s
13 failure to pay women and men equal wages for performing substantially similar work is not
14 justified by any lawful reason.

15 3. Prior to the Fall of 2017, Apple asked job applicants for information about their
16 prior pay and used that information to set starting salaries at Apple. That policy or practice led to
17 women being paid less than men for substantially similar work. Apple knew or should have known
18 of this pay disparity, yet took no action to remedy the inequality. Apple’s failure to pay female
19 employees the same wage rates paid to male employees for substantially similar work was willful.

20 4. Since at least January 2018, Apple has asked job applicants to provide their pay
21 expectations. Pay expectations are highly correlated with prior pay; studies show that persons
22 asked for pay expectations generally provide a number slightly higher than the pay at their current
23 or last job. Apple’s policy or practice of collecting information about pay expectations and using
24 that information to set starting salary has had the effect of perpetuating past pay disparities and
25 paying women less than men performing substantially similar work.

26 5. Additionally, Apple’s performance evaluation system is biased against women
27 because for scored categories such as teamwork and leadership, men are rewarded and women are
28 penalized for the same behaviors. Because performance evaluation scores have a relationship to

1 bonuses, Restricted Stock Units (RSUs), and pay increases at Apple, Apple’s biased performance
2 evaluation system has a disparate impact on women.

3 6. Apple also has a policy or practice of selecting individuals who have “talent” and
4 compensating those persons more highly than other employees. Apple’s practice of selecting
5 persons with “talent” is biased against women because among persons with similar levels of talent,
6 more men are identified as having talent. This practice has a disparate impact on women, causing
7 them to be paid less than men with similar skills, experience, responsibility, and performance.

8 7. As a result of Apple’s discriminatory and unlawful pay policies and/or practices,
9 Plaintiffs and putative Class Members have been denied fair compensation for work performed
10 during the Class Period and are entitled to compensation due, interest thereon, and liquidated
11 damages, plus interest. In addition to monetary relief, Plaintiffs also seek declaratory and
12 injunctive relief. Plaintiffs seek all legal and equitable relief available under the California
13 Equal Pay Act, California Labor Code § 1197.5; the Fair Employment and Housing Act,
14 Government Code § 12900 *et seq.*; California Business & Professions Code § 17200 *et seq.*;
15 and the California Private Attorneys’ General Act of 2004, California Labor Code § 2698 *et*
16 *seq.*

17 **JURISDICTION AND VENUE**

18 8. This Court has jurisdiction over this matter because Defendant is a corporation that
19 maintains its headquarters in California, is licensed to do business in California, regularly conducts
20 business in California, and committed and continues to commit the unlawful acts alleged herein in
21 California.

22 9. Venue is proper in this Court pursuant to California Government Code §
23 12965(c)(3) because the unlawful acts alleged herein occurred and continue to occur in San
24 Francisco County. Cal. Gov’t Code § 12965(c)(4); *Brown v. Super. Ct.*, 37 Cal.3d 477, 484-85
25 (1984).

26 **PARTIES**

27 10. Plaintiff Justina Jong is a woman who has been employed by Apple in California
28 from approximately June 2013 through the present. Since joining Apple, Ms. Jong has held various

1 roles on the Worldwide Developer Relations/App Review team within the Retail and Marketing
2 division, including as a Sales Specialist, Mobile Technician, Language Specialist, Team Lead, and
3 Customer/Technical Training Instructor. Ms. Jong, who is bilingual in English and Mandarin, has
4 successfully performed her work in these roles, including leading cross-functional teams that
5 improve the App Review experience for global app developers. When Ms. Jong was hired by
6 Apple, Apple had a policy of asking new hires about their prior salary. Apple offered Ms. Jong
7 essentially the same base salary that she had received at her prior job. Ms. Jong has been paid less
8 at Apple than men performing substantially similar work. Ms. Jong was also sexually harassed by
9 a co-worker at Apple, forced to work in a hostile work environment next to the co-worker who had
10 harassed her, and denied accommodations to be transferred to other teams. Ms. Jong works in
11 Apple's Sunnyvale office.

12 11. Plaintiff Amina Salgado is a woman who has been employed by Apple since 2012
13 and has worked for Apple as an Area Manager in the AppleCare division, the Early Careers
14 Program, the Career Services Programs, and Investigation Operations. She is currently working on
15 a temporary assignment with the People Team as a Development Manager for the AppleCare
16 division. Ms. Salgado was paid less than men performing substantially similar work while
17 employed by Apple, about which she complained to Apple a number of times. Apple conducted an
18 internal investigation after one of those complaints, but did not raise Ms. Salgado's compensation.
19 After Ms. Salgado complained again that she was paid less than men performing substantially
20 similar work, Apple retained a third-party firm to conduct an investigation. The third party's
21 investigation concluded that, in fact, Ms. Salgado was paid less than men performing substantially
22 similar work. As a result of the third-party investigation, in late 2023, Apple increased Ms.
23 Salgado's compensation prospectively, but failed and refused to pay Ms. Salgado back pay for the
24 years during which she was paid less than men performing substantially similar work. Ms. Salgado
25 works remotely for Apple in the Sacramento area, near its Elk Grove office.

26 12. Defendant Apple Inc. is a corporation that develops and sells computer and phone-
27 related products and services. Apple's headquarters are located at One Apple Parkway in
28 Cupertino, California 95014. Apple also maintains a corporate office building at 235 Second Street

1 in San Francisco, California 94105. Apple employs over 90,000 people, including over 12,000
2 women in its Engineering, Marketing, and AppleCare divisions.

3 **FACTUAL ALLEGATIONS**

4 13. Throughout the Class Period and throughout California, Apple has maintained and
5 continues to maintain a centrally determined and uniformly applied policy and/or practice of
6 paying its female employees in Covered Positions less than male employees for substantially
7 similar work, when viewed as a composite of skill, effort, and responsibility, and performed under
8 similar working conditions. Additionally, upon information and belief, Apple systematically paid
9 women lower compensation than men with similar education and experience and assigned women
10 to lower salary levels based (through the Fall of 2017) on women's lower prior pay and later (after
11 the Fall of 2017) women's lower pay expectations (which studies establish are highly correlated
12 with prior pay).

13 14. Throughout the Class Period, all compensation decisions concerning Apple's
14 California employees have been and continue to be subject to approval by Apple's central
15 administrative officers based in its headquarters in Cupertino and its corporate offices in San
16 Francisco. These officers have maintained centralized control over employees' terms and
17 conditions of employment, including, without limitation, hiring, job and location assignment,
18 career progression, promotion, and compensation policies, practices, and procedures. Salary
19 increases are dictated by payroll budgets established by executives in Apple's Cupertino and San
20 Francisco offices and must be approved by central management.

21 15. Throughout the Class Period, Apple's compensation policies and practices have
22 been and continue to be centrally determined and applied in the same manner to all of Apple's
23 employees who report to California offices, whether they work in person or remotely. Officers
24 based in Apple's San Francisco and Cupertino offices maintained these compensation policies or
25 practices that entrenched a wage gap between male and female Apple employees performing
26 substantially similar work.

1 16. Regardless of the California offices to which they report, and whether employees
2 work remotely or in person, Apple employees with the same job titles employed in its Engineering,
3 Marketing, and AppleCare divisions have performed, from the beginning of the Class Period
4 through the present, substantially similar work, when viewed as a composite of skill, effort, and
5 responsibility, and performed under similar working conditions. Throughout the Class Period,
6 Apple has paid women in the Covered Positions, including the two named Plaintiffs, less than men
7 in the same job position and level.

8 17. Apple's reliance on prior pay and pay expectations to set starting salaries caused it
9 to unlawfully fail to pay women equal compensation to men for substantially similar work. Upon
10 information and belief, until late 2017, Apple relied on prior salary (i.e., pay at jobs before an
11 employee started to work for Apple) to set salaries for new hires and to determine the
12 compensation level into which to place each new hire. Apple's use of prior compensation to set
13 starting compensation for its employees perpetuated historic pay disparities between men and
14 women and resulted in men receiving higher starting salaries than women, even when those men
15 and women are hired into the same job position and perform substantially similar work.

16 18. Upon information and belief, since at least January 2018, Apple has asked job
17 applicants to provide their pay expectations. Pay expectations are highly correlated with prior pay;
18 studies show that persons asked for pay expectations generally provide an amount slightly higher
19 than the pay at their current or last job position. Apple's policy or practice of collecting
20 information about pay expectations and using that information to set starting salaries had a
21 disparate impact on women.

22 19. Raises at Apple perpetuate and widen the gender pay gap because they are based on a
23 percentage of the employees' existing Apple base salary—so the longer a woman works at Apple,
24 the larger the gap in compensation she receives compared to similarly situated men, even men
25 performing substantially equal or similar work in the same job position.

26 20. Apple's performance evaluation system is biased against women because for scored
27 categories such as teamwork and leadership, men are rewarded and women are penalized for the
28 same behaviors. Because performance evaluation scores have a relationship to bonuses, RSUs, and

1 pay increases at Apple, Apple’s biased performance evaluation system has a disparate impact on
2 women.

3 21. Apple has a policy or practice of selecting individuals who have “talent” and
4 compensating those persons more highly than other employees. Apple’s practice of selecting
5 persons with “talent” is biased against women and has a disparate impact on women, causing them
6 to be paid less than men with similar skills, experience, responsibility, and performance.

7 22. Apple is required to maintain records of the wage rates, job classifications, and other
8 terms and conditions of employment of all employees throughout California as well as employees
9 who work remotely from out of state for whom decisions about their pay are made in California.
10 Accordingly, at all relevant times, Apple has known or should have known of the substantial pay
11 disparities between its female employees in Covered Positions and male employees in Covered
12 Positions performing substantially similar work, yet Apple has taken no action to equalize men and
13 women’s pay for equal or substantially similar work. Apple’s failure to pay female employees the
14 same compensation paid to male employees for equal or substantially similar work has been and is
15 willful.

16 23. As a result of Apple’s unlawful pay policies and/or practices, Plaintiffs and
17 putative Class Members have been denied compensation legally owed to them for work
18 performed during the Class Period and are entitled to wages and other compensation due,
19 interest thereon, and liquidated damages. In addition to damages, Plaintiffs also seek declaratory
20 and injunctive relief.

21 **CLASS ACTION ALLEGATIONS**

22 24. Plaintiffs bring their first, second, third, and fifth causes of action on behalf of
23 themselves and on behalf of the following proposed class (“Class”):

24 All women employed by Apple in California in its Engineering, AppleCare, and Marketing
25 divisions at any time during the time period beginning four years prior to the filing of the
26 Complaint through the date of trial in this action.

27 25. This action is appropriately suited for a class action because:
28

1 a. The proposed Class is numerous and ascertainable. The proposed Class
2 includes more than 12,000 current and former female Apple employees in California. Joinder of all
3 Class Members would be impractical.

4 b. This action involves questions of law and fact common to Plaintiffs and all
5 Class Members which predominate over any individual issues, including but not limited to: (a)
6 whether Apple has had a systemic policy and/or practice, from the beginning of the Class Period
7 through the present, of paying its female employees at wage rates lower than those paid to its male
8 employees performing substantially similar work, when viewed as a composite of skill, effort, and
9 responsibility, and performed under similar conditions; (b) whether Apple's systemic policy and/or
10 practice of paying its female employees at wage rates lower than those paid to their male
11 counterparts violates the California Equal Pay Act, as amended, Cal. Labor Code § 1197.5; (c)
12 whether Apple's systemic policy and/or practice of paying its female employees at wage rates
13 lower than those paid to their male counterparts was willful; (d) whether Apple had a policy or
14 practice of using prior pay and later pay expectations to set starting salary; (e) whether Apple's
15 policy and practice of using prior pay and later pay expectations to set starting salary had a
16 disparate impact on women; (f) whether Apple's performance evaluation system is biased against
17 women and has disparate impact on women; and (g) whether Apple's policy or practice of paying
18 more compensation to persons whom it selects as having particular "talent" is biased against
19 women and has a disparate impact on women. These common questions of law and fact
20 predominate over any questions affecting only individual Class Members in this action.

21 c. Plaintiffs Jong's, and Salgado's claims are typical of putative Class
22 Members' claims because they are women who were employed by Apple in California during the
23 Class Period in one or more of the Covered Positions, and, on information and belief, were paid
24 less than male employees for substantially similar work. They both worked at Apple when Apple
25 had a policy or practice of using prior pay and later pay expectations to set starting salaries. They
26 were both subject to Apple's performance evaluation system. They were both impacted by Apple's
27 policy of paying more compensation to certain employees identified as having "talent," and neither
28 of them were so identified.

1 because Apple's acts and omissions as alleged herein have been done repeatedly over a significant
2 period of time, and in a systematic manner, to the detriment of Plaintiffs and Class Members.

3 42. Apple's acts and omissions, as alleged herein, violate the California Equal Pay Act,
4 as amended, Labor Code § 1197.5, the California Fair Employment and Housing Act, and
5 California Labor Code §§ 201, 202, and 203, and therefore constitute unlawful business practices
6 prohibited by Business & Professions Code § 17200 *et seq.*

7 43. Apple's acts and omissions, as alleged herein, constitute unfair and unlawful
8 business practices prohibited by Business & Professions Code § 17200 *et seq.* Apple's business
9 practices of (a) paying women less than men for substantially similar work, (b) adopting and
10 implementing compensation policies and practices that have a disparate impact on women, and (c)
11 failing to timely pay female employees who are discharged or who quit all wages earned and due
12 causes harm to Plaintiffs and Class Members that outweighs any reason Apple may have for doing
13 so. Apple's business practices as alleged herein are also immoral, unethical, oppressive,
14 unscrupulous, and offensive to the established public policies of ensuring women and men are paid
15 equally for performing substantially similar work, as reflected in both the California Equal Pay
16 Act, Cal. Labor Code § 1197.5, and the federal Equal Pay Act, 29 U.S.C. § 206(d), and of ensuring
17 women are not discriminated against in the workplace, as reflected in both the California Fair
18 Employment and Housing Act, Cal. Gov't Code § 12940 *et seq.*, and Title VII of the Civil Rights
19 Act of 1964, 42 U.S.C. § 2000e *et seq.*

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

25 45. Apple's unlawful and/or unfair business practices entitle Plaintiffs and Class
26 Members to preliminary and permanent injunctive relief and other equitable relief available under
27 law for violations of the Unfair Competition Law.

1
2 **FOURTH CAUSE OF ACTION**

3 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
4 **Cal. Labor Code §§ 201-203, 1194.5**

5 **(On Behalf of Members of the Plaintiff Class who Separated from Apple During the Class**
6 **Period)**

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

9 47. Pursuant to California Labor Code §§ 201, 202, and 203, Apple is required to pay
10 all earned and unpaid wages to an employee who is discharged or quits. California Labor Code §
11 201 mandates that if an employer discharges an employee, the employee's wages accrued and
12 unpaid at the time of discharge are due and payable immediately. California Labor Code § 202
13 mandates that if an employee quits, the employee's wages accrued and unpaid at the time of
14 quitting are due and payable no later than 72 hours after the employee quits his or her employment,
15 unless the employee provided at least 72 hours of notice of his or her intention to quit, in which
16 case the wages are due immediately at the time of quitting. Class Members who separated from
17 Apple during the Class Period were not paid all wages due when they separated from Apple.

18 48. California Labor Code § 203 provides that if an employer willfully fails to pay in
19 accordance with California Labor Code §§ 201 and 202 any wages of an employee who is
20 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
21 compensation to the employee at the same rate for up to 30 workdays.

22 49. By paying Class Members lower wages than wages paid to their male counterparts
23 for performing substantially similar work, Apple has willfully failed and continues to fail, in
24 violation of Labor Code §§ 201 and 202, respectively, to pay all accrued wages due to Class
25 Members who have been discharged or who have quit during the class period.

26 50. As a result of Apple's unlawful actions and omissions, former employee Class
27 Members who separated from Apple during the class period are entitled to all available statutory
28 penalties, including the waiting time penalties provided in California Labor Code § 203, together
with interest thereon, as well as other available remedies.

1 **FIFTH CAUSE OF ACTION**

2 **Declaratory Judgment**
3 **Cal. C.C.P. § 1060 *et seq.***

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

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

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

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

14 **SIXTH CAUSE OF ACTION**

15 **Representative Action for Civil Penalties**
16 **Cal. Labor Code §§ 2698-2699.5**

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

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

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

27 56. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
28 Code §§ 2698-2699.5, Plaintiffs seek to recover civil penalties in the amount of \$100 for each
aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee
per pay period for each subsequent violation of California Labor Code § 1197.5 as alleged herein.

1 57. Plaintiffs are also entitled to an award of reasonable attorneys' fees and costs
2 pursuant to California Labor Code § 2699(g)(1).

3 58. Pursuant to California Labor Code § 2699.3, Plaintiffs Jong and Salgado gave
4 written notice by online filing with the California Labor and Workforce Development Agency
5 ("LWDA") and by certified mail to Apple of the specific provisions of the California Labor Code
6 alleged to have been violated, including the facts and theories to support the alleged violations.
7 More than sixty-five (65) calendar days have passed since the postmark date of Plaintiffs' notice
8 letter, and the LWDA has not provided notice to Plaintiffs that it intends to investigate the alleged
9 violations. Plaintiffs have therefore complied with the prerequisites set forth in California Labor
10 Code § 2699.3 for commencing a representative action under PAGA.

11
12 **SEVENTH CAUSE OF ACTION**
13 **Cal. Gov. Code §§ 12900, etc.**
14 **Fair Employment and Housing Act**
15 **(Sexual Harassment, Hostile Work Environment, and Failure to Accommodate on Behalf of**
16 **Plaintiff Jong)**

17 59. From 2015 through 2022, Ms. Jong was sexually harassed and subjected to a hostile
18 environment.

19 60. In one incident, on or about January 11, 2019, Blaine Weilert, a senior member of
20 the Talent Development Team, touched Ms. Jong's body in a sexually suggestive manner without
21 her consent.

22 61. On or about January 11, 2019, Ms. Jong submitted an internal sexual harassment
23 complaint against Mr. Weilert to Terry Barwegan, then a Manager with the Talent Development
24 team. Approximately two weeks after reporting the incident, Mike Gillaspie, Human Resources
25 Representative, informed Ms. Jong that the investigation had concluded. Mr. Gillaspie claimed that
26 Mr. Weilert had admitted to the actions, displayed remorse for the behavior, and was being
27 disciplined accordingly.

28 62. Nevertheless, Ms. Jong was required to continue to work with Mr. Weilert, which
caused her profound emotional distress and mental anguish, including anxiety, depression,
insomnia, and PTSD. To try to escape working with Mr. Weilert, she was forced to transfer from

1 the Talent Development Team to the Content and Communication Team, where she had to take on
2 tasks that she was not hired or trained for and continue to work with Blaine Weilert on different
3 projects.

4 63. In August 2019, Blaine Weilert was promoted to manager of the Talent
5 Development team.

6 64. On or about March 23, 2022, David Foote, a Worldwide Developer Relations/App
7 Review Support Manager at Apple, announced that Blaine Weilert would be sitting adjacent to Ms.
8 Jong in Apple's offices. Working alongside someone who had sexually harassed Ms. Jong and
9 touched her against her will created a hostile work environment. Ms. Jong immediately emailed
10 Mr. Foote requesting not to sit directly next to Mr. Weilert. She explained how the situation
11 exacerbated her disability due to previously being sexually harassed by Mr. Weilert.

12 65. In a video call on or about March 24, 2022, Mr. Foote questioned Ms. Jong's
13 willingness to perform her job and collaborate with Mr. Weilert and the team. He also advised her
14 to be "professional, respectful, and collaborative" in working with him and alongside Mr. Weilert.

15 66. On or about March 25, 2022, Mr. Foote responded to Ms. Jong's email and stated
16 that he would get back to her regarding her request to not sit directly next to Mr. Weilert.

17 67. On March 28, 2022, Ms. Jong was forced to take a medical leave of absence due to
18 the ongoing hostile work environment. After that time, Apple refused to grant Ms. Jong's request
19 to transfer to a different team away from the managers and human resources representatives who
20 supported and promoted Mr. Weilert while refusing to protect or accommodate Ms. Jong.

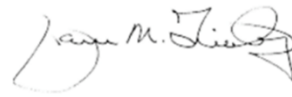
21 68. When Mr. Weilert left Ms. Jong's old team in May 2023, Ms. Jong rejoined Apple
22 from medical leave and returned to her prior team, but continued to suffer from PTSD from having
23 been sexually harassed when working on that team.

24 69. As a result of these actions by Apple, Ms. Jong's career at Apple has stalled.

25
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated,
28 respectfully pray for relief against Apple as follows:

EVE CERVANTEZ
Altshuler Berzon LLP



By: _____
James M. Finberg

JOSEPH M. SELLERS
PHOEBE M. WOLFE
Cohen Milstein Sellers & Toll PLLC

ADAM T. KLEIN
CHAUNIQUE YOUNG
Outten & Golden LLP

*Attorneys for Plaintiffs and the Proposed
Class*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

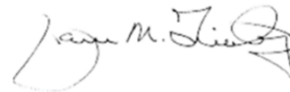
1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs Justina Jong and Amina Salgado on behalf of themselves and all others similarly
3 situated, hereby demand a jury trial with respect to all issues triable of right by jury.

4 Respectfully submitted,

5 Dated: June 13, 2024

6 JAMES M. FINBERG
7 EVE CERVANTEZ
8 Altshuler Berzon LLP

9 

10 By: _____
James M. Finberg

11 JOSEPH M. SELLERS
12 PHOEBE M. WOLFE
Cohen Milstein Sellers & Toll PLLC

13 ADAM T. KLEIN
14 CHAUNIQUE YOUNG
Outten & Golden, LLP

15 *Attorneys for Plaintiffs and Proposed Class*