

COPY

CONFORMED COPY  
SSJSR-  
County of Los Angeles

AUB mote

Stierri ft. Cartel, txacuuye UMfcw/CWft  
By: Judi Lare, Deputy

Jonathan J. Delshad, Esq., SBN 246176  
jdelshad@delshadlegal.com  
1663 Sawtelle Blvd. Suite 220  
Los Angeles, CA 90025  
T: 424.255.8376  
F: 424.256.7899  
Attorney for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION CIVIL CASE

Karla Amezola,  
  
Plaintiff,

vs.

Liberman Broadcasting, Inc., Andres  
Angulo, an individual, and Does 1-20,  
  
Defendant(s).

) JURY TRIAL REQUESTED

) Case No.: BC624228

) FIRST AMENDED COMPLAINT FOR:

1. Hostile Work Environment Sex Harassment-Violation of FEHA, Cal Gov C §§ 12940 et seq.;
2. Quid Pro Quo Sex Harassment-Violation of FEHA, Cal Gov C §§ 12940 et seq.;
3. Failure to Prevent Harassment-Violation of FEHA, Cal Gov C § 12940 et seq.;
4. Sex Discrimination-Violation of FEHA, Cal Gov C § 12940 et seq.;
5. Violation of California Constitution Art. 1, § 8;
6. Retaliation;
7. Negligent Hiring;
8. Negligent Supervision;
9. Negligent Retention;
10. Defamation;
11. Intentional Infliction of Emotional Distress;
12. Failure to Prevent Retaliation -Violation of FEHA, Cal Gov C § 12940 et seq.;
13. Failure to Provide Off-Duty Meal Periods (Labor Code §§226.7, 512);
14. Unlawful Nonpayment of Overtime Compensation (Labor Code §510);
15. Waiting Time Penalties;
16. Violation of Industrial Welfare Commission Order No. 11-2001;
17. Violation of Business & Professions Code §§17200 and 17203 – Unlawful Business

COMES NOW plaintiff Karla Amezola for causes of action and alleges as follows:

### **I. VENUE**

Venue is proper in this Court because the plaintiff and defendants are residents and/or do business in the County of Los Angeles and all acts alleged herein took place or are related to the County of Los Angeles.

### **II. CHARGING ALLEGATIONS**

1. Plaintiff Karla Amezola (hereinafter “MS. AMEZOLA” or “PLAINTIFF”) is an employee of LIBERMAN BROADCASTING, INC., (hereinafter “DEFENDANT” or “LIBERMAN”). ANDRES ANGULO (hereinafter “MR. ANGULO”) is an employee of Liberman and Ms. Amezola’s superior.

2. Liberman, Mr. Angulo, and DOES 1-20 are referred to collectively as “Defendants”.

3. The true names and capacities, whether individual, corporate or otherwise, of DOES 1 through 20 are at this time unknown to plaintiff, who therefore sue said defendants by such fictitious names. Plaintiff will ask leave of Court to amend this complaint to reflect their true names and capacities when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of said defendants is responsible, jointly and severally, for the events and injuries described herein and caused damages thereby to plaintiff as alleged herein.

4. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein each and every co-defendant was and is the predecessor-in-interest, successor-in-interest, agent, counselor, employee, servant, partner, franchisee and/or joint venturer of each of other co-defendants, and in doing the actions hereinafter mentioned, was and/or is acting within the scope

1 of its authority within such agency, employment, counseling, service, partnership, franchise  
2 and/or joint venture, and with the permission and consent of each co-defendant. Plaintiff alleges  
3 that each of said defendants is responsible, jointly and severally, for the events and injuries  
4 described herein and caused damages thereby to plaintiff as alleged herein. Plaintiff is informed  
5 and believes and thereupon alleges that at all relevant times each defendant was completely  
6 dominated and controlled by his, her or its co-defendant and each was the alter-ego of the other.

7         5. In March of 2011, Estrella hired Ms. Amezola as a news reporter.

8         6. In or around June of 2011, Estrella hired Andres Angulo to serve as its vice  
9 president of news. Mr. Angulo previously served as news producer for Univision.

10         7. On information and belief, Mr. Angulo was fired from Univision for sexual  
11 harassment against one or more of his Univision female subordinates.

12         8. Throughout her time at Estrella, Ms. Amezola has been an exemplary employee.  
13 Shortly after being hired, Ms. Amezola was promoted to begin to fill-in as an anchor on  
14 Estrella's 12PM newscast team. After excelling in her 12PM appearances, Ms. Amezola was  
15 made a full-time anchor on Estrella's 11PM newscast. Estrella then made Ms. Amezola a full-  
16 time anchor on the 5PM newscast in addition to still anchoring the 11PM newscast. In addition,  
17 Ms. Amezola has earned Emmy nominations and won Golden Mike Awards in 2014 and 2016  
18 for her superior work as a journalist.

19         9. However, despite these advances, Ms. Amezola's career trajectory has been  
20 willfully and illegally cut short because she chose to stand up to years of outrageous and  
21 disgusting sexual propositions from her direct supervisor, Mr. Angulo. Mr. Angulo's morally  
22 bankrupt and illegal sexual harassment of Ms. Amezola began shortly after he arrived at Estrella  
23 and then continued to escalate in levels of depravity. Mr. Angulo has abused his position of  
24 power as Ms. Amezola's superior by engaging in, among many shameless and disgusting acts,  
25 including the following:  
26  
27  
28

1           10.     Mr. Angulo would describe to Ms. Amezola in detail his sexual exploits and  
2 experiences with their Estrella colleagues, including colleagues who were married. Mr. Angulo  
3 told Ms. Amezola that he had or was sleeping with up to six Estrella colleagues.

4           11.     Mr. Angulo would show Ms. Amezola nude photographs of the women that Mr.  
5 Angulo had slept with, including their Estrella coworkers. Ms. Amezola attempted to distance  
6 herself from Mr. Angulo and these disgusting interactions but he would criticize her as a result  
7 and made it clear that Ms. Amezola needed to play ball in order to progress at work.

8           12.     Shortly after Mr. Angulo was hired, Mr. Angulo told Ms. Amezola that he was an  
9 untouchable employee. He stated that he knew he could get away with anything at work because  
10 of his value to the company.

11           13.     Mr. Angulo would bring Ms. Amezola into his office to tell her how deeply he  
12 desired her, to tell her how much he wanted to have sex with her and to tell her other depraved  
13 things that he wanted to do to her sexually.

14           14.     Mr. Angulo regularly and repeatedly told Ms. Amezola how much he wanted to  
15 have sex with her. Mr. Angulo would regularly make statements such as: "None of them [Estrella  
16 coworkers he had sex with] I like as much as you and I would fuck you as I fucked one of them  
17 last week;" "I want you to go to my house today, I want to do to you what I do to others. I want  
18 to suck those beautiful tits you have"; "I want to fuck you"; "I want oral sex from you"; "I want  
19 you to grab my cock;" "Do you want to see my cock"; "I'm dying to fuck you."

20           15.     Mr. Angulo sent Ms. Amezola a Facebook message that stated "Your profile  
21 picture that is looking at me with that smile almost diabolically. I like it. And I like you. You  
22 have to be more obedient and tame. But I like you."

23           16.     On multiple occasions, Mr. Angulo sexually and inappropriately touched Ms.  
24 Amezola.  
25  
26  
27  
28

1           17.     Mr. Angulo physically assaulted Ms. Amezola. On one occasion, Mr. Angulo  
2 physically pushed Ms. Amezola, grabbed her wrists, immobilized her, and kissed her despite her  
3 protests.

4           18.     Mr. Angulo called Ms. Amezola while she was working on a story and told her to  
5 tell him everything that she would do to him in bed.

6           19.     Mr. Angulo confronted Ms. Amezola and asked her if she was “fucking” an  
7 Estrella coworker. Mr. Angulo told Ms. Amezola that he knows she liked to be “fucked” and  
8 asked what this alleged person she was having a relationship with would do to her in bed.

9           20.     Mr. Angulo told Ms. Amezola that on one occasion he was masturbating in his  
10 office while thinking of her.

11           21.     Mr. Angulo called Ms. Amezola into his office and then told her to turn around so  
12 that he could see her rear end. Mr. Angulo had an erection and was stroking his penis when he  
13 asked her to do so.

14           22.     When Ms. Amezola asked Mr. Angulo for a raise, Mr. Angulo responded that the  
15 two should go to a motel, or have sex in his office, or go to his car and have her perform oral sex.  
16 Mr. Angulo began to grab his penis at this time.

17           23.     When Ms. Amezola asked Mr. Angulo for a raise, Mr. Angulo responded that he  
18 would be able to get her a raise so that she could rent an apartment but that he would require a  
19 copy of the key to her apartment. From that point on, Ms. Amezola would not ask for a raise  
20 since she was afraid and disgusted by the anticipated harassment from Mr. Angulo.

21           24.     On another occasion Mr. Angulo began to grab his penis and began to unzip his  
22 pants while telling Ms. Amezola “Don’t you want it?” referring to his penis.

23           25.     When Ms. Amezola requested days off from work, Mr. Angulo responded that the  
24 two should go to a motel or to his car to have sex.  
25  
26  
27  
28

1           26.     When Ms. Amezola requested days off for medical tests, Mr. Angulo stated that  
2 the two should go to a motel to have sex or, if she was not able then Ms. Amezola could perform  
3 oral sex on him in his office.

4           27.     Mr. Angulo told Ms. Amezola that there was an opportunity for her to travel to  
5 Colombia for a story but that he would require something in return for the offer. Mr. Angulo then  
6 told Ms. Amezola that he wanted to take her to the best hotel in Burbank, to order champagne,  
7 smoke marijuana and have a delicious time together having sex.

8           28.     Mr. Angulo told Ms. Amezola that he was planning on taking another employee  
9 to Utah on a business trip but that he could take Ms. Amezola instead and that it would be a good  
10 opportunity for Ms. Amezola's career and to meet influential people. Mr. Angulo stated that he  
11 would want to visit Ms. Amezola in her hotel room if he chose to take her on the trip in order to  
12 have sex.

13           29.     Ms. Amezola even told Mr. Angulo that she had contracted human  
14 papillomavirus, a sexually transmitted disease, because she hoped that fabricating this story  
15 would stop the endless sexual harassment. Instead, Mr. Angulo only regularly asked Ms.  
16 Amezola when her doctor would clear her of the disease so that the two could have sex.

17           30.     In late 2015, Ms. Amezola again made it very clear to Ms. Angulo that she  
18 wanted him to stop the constant barrage of sexual harassment, telling him: "I cannot keep  
19 working like this! If I am again denied job opportunities, if you intend to charge me with sexual  
20 favors for sick days or vacation days, if you retaliate against me because I refuse to have sex  
21 with you, if you ever defame me again, single me out, discriminate against me, condition my  
22 own labor rights, if you deny me my anchor and reporter position even though I have been loyal  
23 to the company and have more seniority or you try to humiliate me, I will ask for an appointment  
24 so that you and I can discuss this with HR. You will start to respect me, respect my work and  
25 recognize my efforts." In response, Mr. Angulo threatened Ms. Amezola against taking any legal  
26 action and warned her that Human Resources would not believe her allegations.  
27  
28

1           31.     About this time, Ms. Amezola also told Mr. Angulo that she fabricated the story  
2 about having a sexually transmitted disease in order to have an excuse to avoid sleeping with  
3 him. On information and belief, Mr. Angulo told people that Ms. Amezola had human  
4 papillomavirus even though Ms. Amezola had previously told him that she fabricated the story.

5           32.     In early 2016, another female employee and coworker of Mr. Angulo informed  
6 human resources that Mr. Angulo had committed inappropriate acts in the workplace and she  
7 provided names of multiple corroborating witnesses, including Ms. Amezola.

8           33.     Ms. Amezola met with human resources twice for many hours and told human  
9 resources about Mr. Angulo's disgusting acts of sexual harassment. Ms. Amezola then sent  
10 numerous follow up emails to human resources to further discuss the harassment and find out  
11 what the result would be, but no action was taken against Mr. Angulo.

12           34.     In fact, shortly after Ms. Amezola disclosed Mr. Angulo's sexually depraved and  
13 illegal acts to human resources, Mr. Angulo and Estrella began to retaliate against those who  
14 contributed damaging information, Mr. Angulo removed Ms. Amezola from her regular position  
15 on the 5PM newscast for no reason – obviously Mr. Angulo was retaliating against her for the  
16 complaint she made to human resources. Furthermore, Estrella also did not renew the contract of  
17 the other female employee who first submitted a complaint about Mr. Angulo to human  
18 resources. In addition, Mr. Angulo took retaliatory action against all other employees that came  
19 forward as witnesses to Ms. Amezola's claims of sexual harassment.

20           35.     At the same time, Estrella completely and intentionally neglected Ms. Amezola's  
21 claims against Mr. Angulo. Defendant took no corrective action whatsoever. Ms. Amezola has  
22 been forced to continue to work under Mr. Angulo.

23           36.     Only after Amezola's attorney sent a letter to human resources that outlined Mr.  
24 Angulo's disgusting actions and potential litigation, did Estrella choose to finally take Ms.  
25 Amezola's allegations seriously and begin to perform an independent external investigation.  
26  
27  
28

37. At no point did Mr. Angulo and Ms. Amezola ever have a physical relationship. Ms. Amezola repeatedly told Mr. Angulo that she was not interested in having sex with him.

38. Throughout the course of these events, Mr. Angulo became frustrated by Ms. Amezola continuous refusals for sex and would consequently denigrate and defame Ms. Amezola. Among other things, Mr. Angulo told coworkers that Ms. Amezola was a bad reporter and that she was irresponsible – this despite the fact that Ms. Amezola has earned Emmy nominations and won Golden Mike Awards in 2014 and 2016 for her superior work as a journalist.

39. During the past four years of her employment, Defendant failed to provide Ms. Amezola with required off-duty meal breaks.

40. During the past four years of her employment, Defendant failed to properly compensate Ms. Amezola for hours worked in excess of 8 hours a day or in excess of 40 hours per week.

41. Ms. Amezola has suffered severe emotional distress as a result of the actions described above.

42. The acts of defendants collectively, and each of them severably, were undertaken for improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard of plaintiff's rights, and were designed and intended to cause and did, in fact, cause plaintiff to suffer economic damages, physical pain and injury, and substantial emotional distress and therefore justify the awarding of substantial exemplary damages, where available, under applicable law.

### III. Subject Matter Jurisdiction:

43. For the claims requiring exhaustion of administrative remedies under the California Fair Employment and Housing Act (“FEHA”) Gov’t. Code §§ 12900 -12996 et. seq., plaintiff has exhausted such remedies. Plaintiff received a "Right to-Sue Letter" from the DFEH,



1 dated June 22, 2016. A true and correct copy of this "Right-to-Sue Letter" is attached to this  
2 complaint as "Exhibit A" and incorporated by this reference.

### 3 **FIRST CAUSE OF ACTION**

#### 4 **Against All Defendants**

5 ***(Hostile Work Environment Sex Harassment-Violation of FEHA: Cal Gov C §§ 12940 et seq.,***  
6 ***including 12940(j) and (k).)***

7 44. Plaintiff realleges and incorporates by reference each and every allegation  
8 contained in each and every aforementioned paragraph as though fully set forth herein.

9 45. Fair Employment and Housing Act (FEHA) prohibits harassment based on sex.  
10 Gov C 12940(j)(1). FEHA requires employers to take all reasonable steps to prevent harassment  
11 from occurring. Gov C 12940(k).

12 46. Sexual Harassment includes unwelcome sexual advances, conduct or comments  
13 based on sex, where the harassment is so *severe or pervasive as to alter the conditions of the*  
14 *victims employment and create an abusive work environment. Miller v. Dept of Corrections, 36*  
15 *Cal. 4th 446 (2005); Fisher v. San Pedro Peninsula Hosp, 214 Cal. App. 3d 590, 608 (1989);*  
16 *Broderick v. Ruder, 685 F. Supp. 1269 (D.D.C. 1988).*

17 47. The conduct in question need only be severe or pervasive. One instance of severe  
18 conduct is enough, and likewise constant harassment may be actionable when it is pervasive but  
19 not severe.

20 48. The California Supreme Court stated: "[S]exual conduct that involves or is aimed  
21 at persons other than the plaintiff is considered less offensive and severe than conduct that is  
22 directed at the plaintiff." *Lyle v. Warner Brothers Television Productions*, 38 Cal.4th 264, 284  
23 (2006).

24 49. The workplace must be both subjectively and objectively abusive. See *Nichols v.*  
25 *Azteca Rest. Enters., Inc.*, 256 F.3d 864, 873 (9th Cir. 2001). Whether the workplace is  
26 objectively abusive is evaluated "from the perspective of a reasonable person with the same  
27  
28

1 fundamental characteristics” as the plaintiff. *Fuller v. City of Oakland*, 47 F.3d 1522, 1527 (9th  
2 Cir. 1995). This inquiry turns on several factors including “frequency of the discriminatory  
3 conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive  
4 utterance; and whether it unreasonably interferes with an employee’s work performance.”  
5 *Nichols*, 256 F.3d at 872 (quoting *Harris v. Forklift Sys., Inc.*, 510 U.S. 17, 23 (1993)).

6 50. The United States Supreme Court has warned that the evidence in a hostile  
7 environment sexual harassment case should not be viewed too narrowly: “[T]he objective  
8 severity of harassment should be judged from the perspective of a reasonable person in the  
9 plaintiff’s position, considering ‘all the circumstances.’ [Citation.] ... [T]hat inquiry requires  
10 careful consideration of the social context in which particular behavior occurs and is experienced  
11 by its target. ... The real social impact of workplace behavior often depends on a constellation of  
12 surrounding circumstances, expectations, and relationships which are not fully captured by a  
13 simple recitation of the words used or the physical acts performed. Common sense, and an  
14 appropriate sensibility to social context, will enable courts and juries to distinguish between  
15 simple teasing or roughhousing ... and conduct which a reasonable person in the plaintiff’s  
16 position would find severely hostile or abusive.” *Oncale v. Sundowner Offshore Services, Inc.*,  
17 523 U.S. 75, 81–82 (1988); *see also Beyda v. City of Los Angeles*, 65 Cal.App.4th 511, 517–518  
18 (1998).

19 51. Sexual conduct whether motivated by hostility or by sexual interest, is always  
20 “because of sex” under FEHA, regardless of the sex of the victim. *Mogilefsky v. Superior Court*,  
21 20 Cal. App. 4th 1409, 1415-1416 (1993). The focus of a cause of action brought pursuant to  
22 Government Code section 12940 is whether the victim has been subjected to sexual harassment,  
23 not what motivated the harasser. *Id.* at 1418.

24 52. At all times mentioned in this Complaint, Defendants regularly employed one or  
25 more persons, bringing the Defendants within the provision of Government Code § 12940, which  
26  
27  
28

1 prohibits an employer or any other person from either harassing or failing to prevent harassment  
2 from occurring against an employee on the basis of sex.

3 53. At all times herein, Plaintiff was an employee or under the supervision of  
4 Defendants. And at all times herein, Mr. Angulo was Plaintiff's supervisor or an agent of  
5 Defendants.

6 54. Plaintiff is informed and believes and thereon alleges that Defendants, by and  
7 through Mr. Angulo, as an employee and agent of Defendants, harassed Plaintiff on the basis of  
8 and because of sex. In doing so, Defendants jointly, and each of them severably, created a hostile  
9 work environment in violation of Government Code sec. 12940(j)(1).

10 55. On information and belief, Mr. Angulo repeatedly made sexual advances, sexual  
11 comments, offensive physical contact, and derogatory comments to Plaintiff that were of a  
12 sexual nature.

13 56. On information and belief, such conduct was severe or pervasive and was  
14 motivated by hostility or by sexual interest of Mr. Angulo in Plaintiff.

15 57. On information and belief, such conduct was objectively severe or pervasive  
16 enough to alter the working conditions and create an abusive environment and did in fact do so.

17 58. Plaintiff further alleges that Defendants were aware, or should have been aware,  
18 of the aforementioned conduct by Mr. Angulo. Notwithstanding their actual and/or constructive  
19 knowledge of Mr. Angulo's conduct, Defendants failed to take appropriate remedial action to  
20 correct such acts and unlawful conduct, or to prevent such acts from occurring again. Instead,  
21 Defendants' failure to take appropriate action fostered and extended the harassment of Plaintiff  
22 by Mr. Angulo. Defendants did so with the knowledge that such ratification would thereby result  
23 in a hostile work environment and interfere with Plaintiff's ability to continue his career.

24 59. As a result of Defendants' unlawful conduct as alleged in this Complaint, Plaintiff  
25 has suffered loss of income in an amount to be proven at the time of trial.  
26  
27  
28

60. As a further direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered extreme and severe mental anguish, humiliation, emotional distress, nervousness, tension, anxiety and depression, resulting in damages in an amount to be proven at the time of trial.

61. The acts of defendants jointly, and each of them severably, were undertaken for improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard of Plaintiff's rights, and were designed and intended to cause and did, in fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial emotional distress and therefore justify the awarding of substantial exemplary and punitive damages.

## SECOND CAUSE OF ACTION

## Against All Defendants

*(Quid Pro Quo Sex Harassment-Violation of FEHA: Cal Gov C §§ 12940 et seq., including 12940(j) and (k), and 29 CFR § 1604).*

62. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

63. FEHA prohibits harassment based on sex. Gov C 12940(j)(1). FEHA requires employers to take all reasonable steps to prevent harassment from occurring. Gov C 12940(k).

64. Quid pro quo sex harassment arises where a supervisor relies upon her authority to extort sexual consideration from her subordinate employees. 29 CFR § 1604.11(a). A claim lies where the individual making the unwelcome sexual advances was plaintiff's supervisor, and a link to employment benefits could be inferred under the circumstances. A claim is actionable where the supervisor's conduct would communicate to a reasonable person in the employee's position that such participation is a condition of employment. *Holly D. v. Cal Instit. of Tech* 339 F.3d 1158, 1173 (9th Cir. 2003).

1           65.     At all times herein, Mr. Angulo was plaintiff's supervisor or an agent of  
2 Defendants. Plaintiff meets each of these requirements: Mr. Angulo was Plaintiff's supervisor; he  
3 repeatedly made sexual advances and comments despite Plaintiff's indication that she was  
4 uninterested; and the benefits of Plaintiff's employment was linked to her willingness or not to  
5 participate in the sexual gratification of Mr. Angulo, as evidenced by the employment  
6 opportunities that Mr. Angulo stated would be made available to Plaintiff in exchange for sexual  
7 intercourse.

8           66.     On information and belief, Mr. Angulo words and conduct communicated to  
9 Plaintiff that working for Defendants under Mr. Angulo was conditioned on succumbing to  
10 constant harassment and sexual advances and personal demands rather than excel at work.

11           67.     On information and belief, Mr. Angulo repeatedly made sexual advances and  
12 comments directed at Plaintiff despite Plaintiff's indication that she was uninterested or that such  
13 advances and comments were unwelcome and made her feel uncomfortable.

14           68.     Plaintiff was in fact harmed by Mr. Angulo's conduct, and Mr. Angulo's conduct  
15 was a substantial factor in causing Plaintiff this harm because it was Mr. Angulo's conduct that  
16 drove Plaintiff to suffer adverse employment actions and emotional distress.

17           69.     The acts of defendants jointly, and each of them severably, were undertaken for  
18 improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive,  
19 despicable, in conscious disregard of Plaintiff's rights, and were designed and intended to cause  
20 and did, in fact, cause Plaintiff to suffer economic damages, physical pain and injury, and  
21 substantial emotional distress and therefore justify the awarding of substantial exemplary and  
22 punitive damages.  
23  
24  
25  
26  
27  
28

1 **THIRD CAUSE OF ACTION**

2 **Against Defendant Liberman Only**

3 ***(Failure to Prevent Harassment-Violation of FEHA, Cal Gov C § 12940 et seq., including §***  
4 ***12940(k)).***

5 70. Plaintiff realleges and incorporates by reference each and every allegation  
6 contained in each and every aforementioned paragraph as though fully set forth herein.

7 71. It is unlawful for an employer to fail to take all reasonable steps necessary to  
8 prevent discrimination and harassment from occurring. Gov C § 12940(k). Defendants owed a  
9 duty of care to employees to prevent harassment from occurring. “The employer’s duty to  
10 prevent harassment and discrimination is affirmative and mandatory.” *Northrop Grumman Corp.*  
11 *v. Workers’ Comp. Appeals Bd.*, 103 Cal. App. 4th 1021, 1035 (2002).

12 72. On information and belief, Defendants breached its duty by fostering and  
13 tolerating harassment and a hostile work environment, which rendered Plaintiff helpless.

14 73. On information and belief, Defendants breached their duty under Gov Code §  
15 12940(k) because they never set up a reasonable process for addressing sexual harassment claims  
16 against Mr. Angulo.

17 74. Defendant further failed to address the sexual harassment claims after Plaintiff  
18 made them aware of such sexual harassment by Mr. Angulo.

19 75. Defendant’s breach caused Plaintiff substantial damages.

20 76. The amount of such damage is to be proven at trial.

21 77. The acts of Defendants were undertaken for improper purposes as alleged above  
22 and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard of  
23 Plaintiff’s rights, and were designed and intended to cause and did, in fact, cause Plaintiff to  
24 suffer economic damages, physical pain and injury, and substantial emotional distress and  
25 therefore justify the awarding of substantial exemplary and punitive damages.  
26  
27  
28

1 **FOURTH CAUSE OF ACTION**

2 **Against Defendant Liberman Only**

3 ***(Sex Discrimination - Violation of FEHA; Cal Gov C § 12940 et seq.)***

4 78. Plaintiff realleges and incorporates by reference each and every allegation  
5 contained in each and every aforementioned paragraph as though fully set forth herein.

6 79. Sexual harassment is actionable as discrimination on the basis of sex. *Clark Co.*  
7 *School Dist. v. Breeden*, 532 US 268, 270 (2001). In the context of sexual discrimination,  
8 prohibited harassment includes “verbal, physical, and visual harassment, as well as  
9 unwanted sexual advances.” Cal. Code Regs., tit. 2, § 7291.1 subd. (f)(1).

10 80. On information and belief, Defendants discriminated against plaintiff on the basis  
11 of sex and sexual orientation. Defendants tolerated work conditions that were so severe  
12 and pervasive as to alter the conditions of plaintiff's employment and create a hostile work  
13 environment. Defendants' conduct caused plaintiff substantial damages.

14 81. The acts of defendants, and each of them, were undertaken for improper purposes  
15 as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in  
16 conscious disregard of Plaintiff's rights, and were designed and intended to cause and did, in  
17 fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial  
18 emotional distress and therefore justify the awarding of substantial exemplary and punitive  
19 damages.  
20

21 **FIFTH CAUSE OF ACTION**

22 **Against Defendant Liberman Only**

23 ***(Violation of California Constitution Art. 1, § 8)***

24 82. Plaintiff realleges and incorporates by reference each and every allegation  
25 contained in each and every aforementioned paragraph as though fully set forth herein, except as  
26 to paragraphs where certain damages are not available.  
27  
28





1           90.     The acts of Defendants, and each of them, were undertaken for improper purposes  
2 as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in  
3 conscious disregard of Plaintiff's rights, and were designed and intended to cause and did, in  
4 fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial  
5 emotional distress and therefore justify the awarding of substantial exemplary and punitive  
6 damages.

7                               **SEVENTH CAUSE OF ACTION**

8                               **Against Defendant Liberman Only**

9                               **(Negligent Hiring)**

10           91.     Plaintiff realleges and incorporates by reference each and every allegation  
11 contained in each and every aforementioned paragraph as though fully set forth herein, except as  
12 to paragraphs where certain damages are not available.

13           92.     "California case law recognizes the theory that an employer can be liable to a  
14 third person for negligently hiring, supervising, or retaining an unfit employee." (*Doe v. Capital*  
15 *Cities* (1996) 50 Cal.App.4th 1038, 1054 [58 Cal.Rptr.2d 122].)

16           93.     "Negligence liability will be imposed on an employer if it 'knew or should have  
17 known that hiring the employee created a particular risk or hazard and that particular harm  
18 materializes.' " (*Phillips v. TLC Plumbing, Inc.* (2009) 172 Cal.App.4th 1133, 1139 [91  
19 Cal.Rptr.3d 864].)

20           94.     "Liability for negligent hiring and supervision is based upon the reasoning that if  
21 an enterprise hires individuals with characteristics which might pose a danger to customers or  
22 other employees, the enterprise should bear the loss caused by the wrongdoing of its incompetent  
23 or unfit employees. The tort has developed in California in factual settings where the plaintiff's  
24 injury occurred in the workplace, or the contact between the plaintiff and the employee was  
25 generated by the employment relationship." (*Mendoza v. City of Los Angeles* (1998) 66  
26 Cal.App.4th 1333, 1339–1340 [78 Cal.Rptr.2d 525].)

1           95.     On information and belief, Mr. Angulo was fired from Univision – his employer  
2 just prior to Defendant - for sexual harassment against one or more Univision employees.  
3 Defendant knew or should have known that hiring Mr. Angulo resulted in the particular risk of  
4 Mr. Angulo committing sexual harassment Defendant’s own employees.  
5 Defendant hired Mr. Angulo. Mr. Angulo subsequently committed sexual harassment hostile  
6 work environment and/or quid pro sexual harassment against Defendant’s own employee, Karla  
7 Amezola by committing the acts described above, among others.

8           96.     The acts of Defendants, and each of them, were undertaken for improper purposes  
9 as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in  
10 conscious disregard of Plaintiff’s rights, and were designed and intended to cause and did, in  
11 fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial  
12 emotional distress and therefore justify the awarding of substantial exemplary and punitive  
13 damages  
14

15                               **EIGHTH CAUSE OF ACTION**  
16                               **Against Defendant Liberman Only**  
17                               **(Negligent Supervision)**

18           97.     Plaintiff realleges and incorporates by reference each and every allegation  
19 contained in each and every aforementioned paragraph as though fully set forth herein, except as  
20 to paragraphs where certain damages are not available.

21           98.     “California case law recognizes the theory that an employer can be liable to a  
22 third person for negligently hiring, supervising, or retaining an unfit employee.” (*Doe v. Capital*  
23 *Cities* (1996) 50 Cal.App.4th 1038, 1054 [58 Cal.Rptr.2d 122].)

24           99.     “Liability for negligent hiring and supervision is based upon the reasoning that if  
25 an enterprise hires individuals with characteristics which might pose a danger to customers or  
26 other employees, the enterprise should bear the loss caused by the wrongdoing of its incompetent  
27 or unfit employees. The tort has developed in California in factual settings where the plaintiff’s  
28

1 injury occurred in the workplace, or the contact between the plaintiff and the employee was  
2 generated by the employment relationship.” (*Mendoza v. City of Los Angeles* (1998) 66  
3 Cal.App.4th 1333, 1339–1340 [78 Cal.Rptr.2d 525].)

4 100. Shortly after Mr. Angulo was hired, Mr. Angulo told Ms. Amezola that he was an  
5 untouchable employee. Mr. Angulo stated that he knew he could get away with anything at work  
6 because of his value to the company.

7 101. In early 2016, another female employee and coworker of Mr. Angulo informed  
8 human resources that Mr. Angulo had committed inappropriate acts in the workplace and she  
9 provided names of multiple corroborating witnesses, including Ms. Amezola.

10 102. Plaintiff then personally met with Defendant’s human resources department twice  
11 for multiple hours and explained the sexual harassment that Plaintiff was subjected to by Mr.  
12 Angulo. Plaintiff told HR many of the specific instances that she experienced, including some or  
13 all of those which were the most egregious and disgusting in nature. Ms. Amezola also told  
14 Human Resources the names of individuals to contact as potential witnesses.

15 103. Defendant then failed to supervise Mr. Angulo in order to assure that no further  
16 harassment and/or retaliation would take place, thereby resulting in foreseeable harm to Ms.  
17 Amezola. In failing to supervise Mr. Angulo, Defendant committed demonstrable negligence.

18 104. At all relevant times, the negligent failure of Defendant to protect Plaintiff, and to  
19 supervise, prohibit, control, regulate, discipline, and/or otherwise penalize adequately the  
20 conduct of Mr. Angulo violated Ms. Amezola’s rights, as alleged herein.

21 105. The acts of Defendants, and each of them, were undertaken for improper purposes  
22 as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in  
23 conscious disregard of Plaintiff’s rights, and were designed and intended to cause and did, in  
24 fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial  
25 emotional distress and therefore justify the awarding of substantial exemplary and punitive  
26 damages  
27  
28

**NINTH CAUSE OF ACTION**  
**Against Defendant Liberman Only**  
**(Negligent Retention)**

106. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein, except as to paragraphs where certain damages are not available.

107. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein, except as to paragraphs where certain damages are not available.

108. “California case law recognizes the theory that an employer can be liable to a third person for negligently hiring, supervising, or retaining an unfit employee.” (*Doe v. Capital Cities* (1996) 50 Cal.App.4th 1038, 1054 [58 Cal.Rptr.2d 122].)

109. “Liability for negligent supervision and/or retention of an employee is one of direct liability for negligence, not vicarious liability.” (*Delfino v. Agilent Technologies, Inc.* (2006) 145 Cal.App.4th 790, 815 [52 Cal.Rptr.3d 376].)

110. Shortly after Mr. Angulo was hired, Mr. Angulo told Ms. Amezola that he was an untouchable employee. Mr. Angulo stated that he knew he could get away with anything at work because of his value to the company.

111. In early 2016, another female employee and coworker of Mr. Angulo informed human resources that Mr. Angulo had committed inappropriate acts in the workplace.

112. Plaintiff then personally met with Defendant’s human resources department twice for multiple hours and explained the sexual harassment that Plaintiff was subjected to by Mr. Angulo. Plaintiff told HR many of the specific instances that she experienced, including some or all of those which were the most egregious and disgusting in nature. Ms. Amezola also told Human Resources the names of individuals to contact as potential witnesses.

113. Mr. Angulo became unfit to perform the work for which he was hired.

1           114. Defendant knew or should have known that Mr. Angulo became unfit to perform  
2 the job for which he was hired and that he created a particular risk to other employees.

3           115. Defendant continued to employ Mr. Angulo after being told that Mr. Angulo was  
4 committing repeated and significant acts of sexual harassment over an extensive period of time.

5           116. On information and belief, Mr. Angulo remains employed by Defendant as of July  
6 27, 2016.

7           117. On information and belief, after filing Plaintiff's lawsuit, Defendant began to  
8 conduct an independent investigation regarding Plaintiff's allegations. Defendant spoke to  
9 numerous employees, including conducting a three and a half hour interview with Plaintiff on  
10 July 22, 2016, in which Plaintiff once again reiterated her allegations against Mr. Angulo.

11           118. Mr. Angulo became unfit to perform the work for which he was hired.

12           119. Defendant knew or should have known that Mr. Angulo became unfit to perform  
13 the job for which he was hired and that he created a particular risk to other employees.

14           120. Defendant continued to employ Mr. Angulo after being told that Mr. Angulo was  
15 committing repeated and significant acts of sexual harassment over an extensive period of time.

16           121. On information and belief, Mr. Angulo remains employed by Defendant as of  
17 August 9, 2016.

18           122. The acts of Defendants, and each of them, were undertaken for improper purposes  
19 as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in  
20 conscious disregard of Plaintiff's rights, and were designed and intended to cause and did, in  
21 fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial  
22 emotional distress and therefore justify the awarding of substantial exemplary and punitive  
23 damages.  
24  
25  
26  
27  
28

**TENTH CAUSE OF ACTION**  
**Against Defendant Angulo Only**  
**(Defamation)**

123. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein, except as to paragraphs where certain damages are not available.

124. “Defamation is the intentional publication of a statement of fact that is false, unprivileged, and has a natural tendency to injure or that causes special damage.” (*Grenier v. Taylor* (2015) 234 Cal.App.4th 471, 486 [183 Cal.Rptr.3d 867].)

125. “A slander that falls within the first four subdivisions of Civil Code section 46 is slander per se and requires no proof of actual damages..” (*The Nethercutt Collection v. Regalia* (2009) 172 Cal.App.4th 361, 367 [90 Cal.Rptr.3d 882], internal citations omitted.) Section 3 of Civil Code section 46 includes a slander that “Tends directly to injure him in respect to his office, profession, trade or business, either by imputing to him general disqualification in those respects which the office or other occupation peculiarly requires, or by imputing something with reference to his office, profession, trade, or business that has a natural tendency to lessen its profits;” Section 4 of Civil Code section 46 includes a slander that “Imputes to him impotence or a want of chastity.”

126. Mr. Angulo defamed Ms. Amezola when he told people that Ms. Amezola had human papillomavirus, a sexually transmitted disease. Mr. Angulo’s actions were taken malice, oppression, and fraud.

127. Mr. Angulo defamed Ms. Amezola when he told people that she was a bad reporter and that she was irresponsible. Mr. Angulo’s actions were taken malice, oppression, and fraud.

128. The acts of Defendants, and each of them, were undertaken for improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in

conscious disregard of Plaintiff's rights, and were designed and intended to cause and did, in fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial emotional distress and therefore justify the awarding of substantial exemplary and punitive damages.

## **ELEVENTH CAUSE OF ACTION**

### **Against All Defendants**

#### **(Intentional Infliction of Emotional Distress)**

129. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein, except as to paragraphs where certain damages are not available.

130. "A cause of action for intentional infliction of emotional distress exists when there is '(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct.'" (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050–1051 [95 Cal.Rptr.3d 636, 209 P.3d 963])

131. As explained above, Defendants repeatedly subjected Plaintiff to acts of outrageous conduct, which included among other things harassment, retaliation, defamation, and other unlawful conduct.

132. Defendant's conduct as alleged herein was extreme, outrageous, and an abuse of Defendant's authority and position because it was intentionally and maliciously done to cause, and recklessly disregarded the probability of causing, Plaintiff to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress.

133. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress.

1           134. The acts of Defendants, and each of them, were undertaken for improper purposes  
2 as alleged above and were willful, wanton, deliberate, malicious, oppressive, despicable, in  
3 conscious disregard of Plaintiff's rights, and were designed and intended to cause and did, in  
4 fact, cause Plaintiff to suffer economic damages, physical pain and injury, and substantial  
5 emotional distress and therefore justify the awarding of substantial exemplary and punitive  
6 damages.

7                                   **TWELFTH CAUSE OF ACTION**

8                                   **Against Defendant Liberman Only**

9                                   ***(Failure to Prevent Retaliation-Violation of FEHA, Cal Gov C § 12940 et seq., including §***  
10                                   ***12940(k)).***

11           135. Plaintiff realleges and incorporates by reference each and every allegation  
12 contained in each and every aforementioned paragraph as though fully set forth herein.

13           136. It is unlawful for an employer to fail to take all reasonable steps necessary to  
14 prevent discrimination and harassment from occurring. Gov C § 12940(k). Defendants owed a  
15 duty of care to employees to prevent harassment from occurring. "The employer's duty to  
16 prevent harassment and discrimination is affirmative and mandatory." *Northrop Grumman Corp.*  
17 *v. Workers' Comp. Appeals Bd.*, 103 Cal. App. 4th 1021, 1035 (2002).

18           137. Retaliation is a form of discrimination such that failure to prevent discrimination  
19 is actionable under section 12940(k). *Taylor v. City of Los Angeles Dept. of Water and Power*  
20 (2006) 144 Cal.App.4th 1216, 1240, disapproved on other grounds in *Jones v. Lodge at Torrey*  
21 *Pines Partnership* (2008) 42 Cal.4th 1158, 1162.

22           138. On information and belief, Defendants breached its duty by fostering and  
23 tolerating retaliation against Plaintiff.

24           139. On information and belief, Defendants breached their duty under Gov Code §  
25 12940(k) because they never set up a reasonable process to prevent retaliation.  
26  
27  
28



1           140. Defendant failed to prevent retaliation against Plaintiff, including but not limited  
2 to, Plaintiff being removed from her 5PM anchor position after submitting complaints of sexual  
3 harassment to human resources.

4           141. Defendant's breach caused Plaintiff substantial damages.

5           142. The amount of such damage is to be proven at trial.

6           143. The acts of Defendants were undertaken for improper purposes as alleged above  
7 and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard of  
8 Plaintiff's rights, and were designed and intended to cause and did, in fact, cause Plaintiff to  
9 suffer economic damages, physical pain and injury, and substantial emotional distress and  
10 therefore justify the awarding of substantial exemplary and punitive damages.

11                           **THIRTEENTH CAUSE OF ACTION**

12                                   **Against Defendant Liberman Only**

13   *(Violation of California Labor Code sections 226.7 and 512).*

14           144. Plaintiff realleges and incorporates by reference each and every allegation  
15 contained in each and every aforementioned paragraph as though fully set forth herein.

16           145. Labor Code section 512(a) states that An employer may not employ an employee  
17 for a work period of more than five hours per day without providing the employee with a meal  
18 period of not less than 30 minutes, except that if the total work period per day of the employee is  
19 no more than six hours, the meal period may be waived by mutual consent of both the employer  
20 and employee. An employer may not employ an employee for a work period of more than 10  
21 hours per day without providing the employee with a second meal period of not less than 30  
22 minutes, except that if the total hours worked is no more than 12 hours, the second meal period  
23 may be waived by mutual consent of the employer and the employee only if the first meal period  
24 was not waived.  
25  
26  
27  
28

1           146. In the past four years, Defendant violated Labor Code section 512(a) because it  
2 employed Plaintiff for more than five hours per day without providing Plaintiff a meal period of  
3 not less than 30 minutes.

4           147. Because Defendant failed to afford proper and timely meal periods, Defendant is  
5 liable to Plaintiff for one hour of additional pay at the regular rate of compensation for each  
6 workday that the proper meal period was not provided, pursuant to Cal. Labor Code § 226.7(b)  
7 and IWC wage order No.9, § 11(B).

8           148. By violating Cal Labor Code §§ 226.7 and 512, and IWC wage order No.9, § 11,  
9 2 DEFENDANTS are also liable for penalties, reasonable attorneys' fees, and costs under Cal.  
10 Labor 3 Code §§ 218.5 and 1194

11           149. Plaintiff is entitled to injunctive relief requiring Defendant to comply with the  
12 California Labor Code with respect to meal periods.

13           150. The acts of Defendants were undertaken for improper purposes as alleged above  
14 and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard of  
15 Plaintiff's rights, and were designed and intended to cause and did, in fact, cause Plaintiff to  
16 suffer economic damages, physical pain and injury, and substantial emotional distress and  
17 therefore justify the awarding of substantial exemplary and punitive damages.

18  
19                           **FOURTEENTH CAUSE OF ACTION**

20                           **Against Defendant Liberman Only**

21                   ***(Unlawful Nonpayment of Overtime Compensation - Violation of California Labor Code***  
22                   ***§§204, 216, 218, 510, 558, 1194 and 1198).***

23           151. Plaintiff realleges and incorporates by reference each and every allegation  
24 contained in each and every aforementioned paragraph as though fully set forth herein.

25           152. During the last four years, and at all relevant times in this Complaint, Plaintiff  
26 was not exempt from receiving overtime compensation.  
27  
28

1           153. California Labor Code §510 defines a day's work as 8 hours and states that any  
2 work in excess of 8 hours in one workday and any work in excess of 40 hours in any one  
3 workweek must be compensated at the rate of no less than one and one-half times the regular rate  
4 of pay.

5           154. Pursuant to California Labor Code §§218 and 1194(a), a Plaintiff may bring a  
6 civil action for overtime wages directly against the employer without first filing a claim with the  
7 Division of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages,  
8 together with interest thereon, attorney's fees and costs.

9           155. During the last four years, and at all relevant times in this Complaint, Defendants  
10 required Plaintiff to work in excess of 8 hours per day, and/or in excess of 40 hours per week in  
11 violation of Labor Code §1198.

12           156. During the last four years, and at all relevant times in this Complaint, Plaintiff  
13 was entitled to receive one-and-one half times the hourly wage for each hour worked past 8  
14 hours in one day, one-and-one half times the hourly wage for each hour worked past 40 hours in  
15 one week, and twice the hourly wage for each hour worked past 12 hours in one day and for all  
16 hours over 8 during their seventh consecutive day of work in one week.

17           157. During the last four years, and at all relevant times in this Complaint, Defendants  
18 violated Labor Code §510 when they failed to pay Plaintiff overtime wages for any and all work  
19 performed in excess of 8 hours per day and/or for any and all work performed in excess of 40  
20 hours per week, and within the time frame set forth under the law. As a consequence for  
21 violating Labor Code §510, Defendants are subject to all applicable penalties including those  
22 specified pursuant to Labor Code §558. The exact amount of the applicable penalties will be  
23 proved at time of trial.

24           158. During the last four years, and at all relevant times in this Complaint, Defendants  
25 violated Labor Code §204 when they failed to pay Plaintiff all wages earned for labor in excess  
26 of the normal work period no later than the pay day for the next regular payroll period. As a  
27  
28

1 consequence for violating Labor Code §204, Defendants are subject to all applicable penalties  
2 including those specified pursuant to Labor Code §210. The exact amount of the applicable  
3 penalties will be proved at time of trial.

4 159. During the last four years, and at all relevant times in this Complaint, Defendants  
5 intentionally refused to pay overtime wages to Plaintiff in order to receive an economic benefit  
6 in violation of Labor Code §216. As a consequence for violating Labor Code §216, Defendants  
7 are subject to all applicable civil penalties including those specified pursuant to Labor Code  
8 §225.5. The exact amount of the applicable penalties will be proved at time of trial.

9 160. At all relevant times in this Complaint, Defendants were Plaintiff's employer  
10 within the meaning of Labor Code §558 and violated or caused to be violated a provision or  
11 provisions or Part 2, Chapter 1, of the Labor Code regulating hours and days of work and, as  
12 such, are liable to each member of the Plaintiff Class for each such violation as set forth in Labor  
13 Code §558, in addition to an amount sufficient to recover underpaid wages. The exact amount of  
14 the applicable penalties will be proved at time of trial.

15 161. Pursuant to Labor Code §1194, Plaintiff seeks to recover in a civil action the  
16 unpaid balance of the full amount of the unpaid overtimes compensation according to proof,  
17 waiting time wages, interest on all due and unpaid wages pursuant to Labor Code §218.6,  
18 penalties allowed by Labor Code §2698, reasonable attorney's fees, and costs of pursuant to  
19 Labor Code §§203 and 1194(a), including waiting time wages, against Defendants in a sum as  
20 provided by the Labor Code and/or other statutes.

21 162. The acts of Defendants were undertaken for improper purposes as alleged above  
22 and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard of  
23 Plaintiff's rights, and were designed and intended to cause and did, in fact, cause Plaintiff to  
24 suffer economic damages, physical pain and injury, and substantial emotional distress and  
25 therefore justify the awarding of substantial exemplary and punitive damages.  
26  
27  
28

1 **FIFTEENTH CAUSE OF ACTION**

2 **Against Defendant Liberman Only**

3 ***(Waiting-Time Penalties for Nonpayment of Wages - Labor Code §203).***

4 163. Plaintiff realleges and incorporates by reference each and every allegation  
5 contained in each and every aforementioned paragraph as though fully set forth herein.

6 164. Labor Code Section 203 mandates a penalty equivalent to the employee's daily  
7 wages for each day he or she remained unpaid any amounts owed if not paid on the date of  
8 separation up to a total of 30 days.

9 165. Plaintiff has performed labor for Defendants, for which Plaintiff has yet to be  
10 paid. Said unpaid wages are due and owed.

11 166. Thus, Plaintiff is entitled to waiting-time penalties.

12 167. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has  
13 suffered damages including, but not limited to, a loss of income and benefits, and has further  
14 suffered emotional distress and other general damages.

15 168. As a direct and proximate result of the conduct of the defendant the Plaintiff has  
16 incurred attorneys' fees and costs to plaintiff's further damage and detriment in an amount which  
17 is currently not ascertained but which will be shown according to proof at the time of trial herein.  
18 Plaintiff is entitled to recover the attorneys' fees and costs pursuant to the provisions of Labor  
19 Code 218.5

20 169. The acts of defendants jointly, and each of them severably, were undertaken for  
21 improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive,  
22 despicable, in conscious disregard of Plaintiff's rights, and were designed and intended to cause  
23 and did, in fact, cause Plaintiff to suffer economic damages, physical pain and injury, and  
24 substantial emotional distress and therefore justify the awarding of substantial exemplary and  
25 punitive damages.  
26  
27  
28

1 **SIXTEENTH CAUSE OF ACTION**

2 **Against Defendant Liberman Only**

3 ***(Violation of Industrial Welfare Commission Order No. 11-2001)***

4 170. Plaintiff realleges and incorporates by reference each and every allegation  
5 contained in each and every aforementioned paragraph as though fully set forth herein.

6 171. Section 5(B) of Industrial Welfare Commission Order No. 11-2001 states that “If  
7 an employee is required to report for work a second time in any one workday and is furnished  
8 less than two (2) hours of work on the second reporting, said employee shall be paid for two (2)  
9 hours at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

10 172. During the relevant time period, Plaintiff was required to report to work for  
11 Defendant twice in one workday and worked less than two hours on the second reporting and  
12 was paid less than two hours of Plaintiff’s regular pay.

13 173. As such, Defendants violated section 5(B) of Industrial Welfare Commission  
14 Order No. 11-2001.

15 174. The acts of Defendants were undertaken for improper purposes as alleged above  
16 and were willful, wanton, deliberate, malicious, oppressive, despicable, in conscious disregard  
17 of Plaintiff’s rights, and were designed and intended to cause and did, in fact, cause Plaintiff to  
18 suffer economic damages, physical pain and injury, and substantial emotional distress and  
19 therefore justify the awarding of substantial exemplary and punitive damages.

20 **SEVENTEENTH CAUSE OF ACTION**

21 **Against Defendant Liberman Only**

22 ***(Unlawful Business Practices - Violation of Business & Professions Code §§17200 and 17203)***

23 175. Plaintiff realleges and incorporates by reference each and every allegation  
24 contained in each and every aforementioned paragraph as though fully set forth herein.

25 176. At all material times, Plaintiff is and was affected with injuries in fact within the  
26 meaning of Business & Professions Code §17204.  
27  
28

1           177. Plaintiff alleges, on information and belief, that during the last four years and to  
2 the present date, Defendants knowingly engaged in unlawful business practices and unlawful  
3 labor practices as described above to reduce their overall costs of doing business by not  
4 following labor laws as they were in effect in the State of California.

5           178. The acts of the Defendants, as herein alleged, constitute unlawful, unfair and  
6 fraudulent business practices in that they deprive Plaintiff of lawfully earned wages in order to  
7 unfairly compete in the marketplace.

8           179. Defendants' violation of California law, as alleged herein, constitute unlawful  
9 business practices because such violations were done in a systematic manner and under the color  
10 of a business decision to the detriment of Plaintiff.

11           180. Defendants' acts and practices, as alleged herein, constitute a continuing and  
12 ongoing unfair and/or unlawful business activity defined by Business & Professions Code  
13 §17200, and justify the issuance of an injunction, restitution, and other equitable relief pursuant  
14 to Business & Professions Code §17203.

15           181. As a result of Defendants' unlawful, unfair, and fraudulent business practices, and  
16 unfair competition within the meaning of the Business and Professions Code §17200 *et seq.*,  
17 Plaintiff has suffered the loss and enjoyment of their lawful property in the form of wages and  
18 other compensation earned and yet unpaid, all to be proved at time of trial.

19           182. As a result of the unfair business practices of Defendants as alleged herein,  
20 Plaintiff is entitled to restitution of their property.

21           183. Plaintiff has incurred and, during the pendency of this action, will continue to  
22 incur expenses for attorney's fees and costs herein. Such attorney's fees and costs are necessary  
23 for the prosecution of this action and will result in a benefit to Plaintiff and other individuals  
24 lawfully classified as bona fide employees in California. Plaintiff is, therefore, entitled to  
25 reasonable attorney's fees under California Code of Civil Procedure §1021.5.  
26  
27  
28

1           184. The acts of defendants jointly, and each of them severably, were undertaken for  
2 improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive,  
3 despicable, in conscious disregard of Plaintiff's rights, and were designed and intended to cause  
4 and did, in fact, cause Plaintiff to suffer economic damages, physical pain and injury, and  
5 substantial emotional distress and therefore justify the awarding of substantial exemplary and  
6 punitive damages.

7                                   **EIGHTEENTH CAUSE OF ACTION**

8                                   **Against Defendant Liberman Only**

9                                   ***(Conversion)***

10           185. Plaintiff realleges and incorporates by reference each and every allegation  
11 contained in each and every aforementioned paragraph as though fully set forth herein.

12           186. Defendants wrongfully and willfully misappropriated Plaintiff's wages for their  
13 own benefit and to Plaintiff's detriment, in violation of Plaintiff's property rights.

14           187. As a proximate result of Defendants' acts of conversion, Plaintiff has been deprived  
15 of his property rights and suffered damages, in an amount to be proved at trial.

16           188. The aforementioned acts of Defendants were willful, wanton, malicious, and  
17 oppressive, were undertaken with the intent to defraud, and justify the awarding of exemplary and  
18 punitive damages.

19           189. The acts of defendants jointly, and each of them severably, were undertaken for  
20 improper purposes as alleged above and were willful, wanton, deliberate, malicious, oppressive,  
21 despicable, in conscious disregard of Plaintiff's rights, and were designed and intended to cause  
22 and did, in fact, cause Plaintiff to suffer economic damages, physical pain and injury, and  
23 substantial emotional distress and therefore justify the awarding of substantial exemplary and  
24 punitive damages.

25           WHEREFORE, plaintiff prays for judgment as set forth below.

26                                   **III. PRAYER FOR RELIEF**



WHEREFORE, based on the foregoing, plaintiff prays for relief against Defendants, and each of them, jointly and severally, as follows:

1. For general damages according to proof, on each cause of action for which such damages are available;

2. For compensatory damages, according to proof on each cause of action for which such damages are available;

3. For special damages, according to proof on each cause of action for which such damages are available;

4. For punitive or exemplary damages, according to proof on each cause of action for which such damages are available;

5. For reasonable attorneys' fees, according to proof on each cause of action for which such damages are available;

6. For prejudgment and post-judgment interest, according to proof on each cause of action for which such damages are available;

7. Loss of overtime pay for hours worked in excess of the maximum amounts set forth in the Labor Code;

8. For statutory penalties provided under Labor Code §558;

9. For statutory penalties provided under Labor Code §1194;

10. For statutory penalties provided under Labor Code §210;

11. For statutory penalties provided under Labor Code §225.5;

12. For statutory penalties provided under Labor Code §1102.5(f);

13. For all statutory penalties as provided under the applicable sections of the Labor Code;

14. Lost wages and compensation as provided under the Labor Code §226.7(b);

15. For restitution and other appropriate relief under Business and Professions Code §§17200 *et seq.*;

1 16. For other appropriate relief under Business and Professions Code §§17203 and  
2 17535;

3 17. For the unpaid balance of the full amount of wages, interest, reasonable  
4 attorney's fees and cost of suit pursuant to Labor Code §1194;

5 18. For injunctive relief, to prevent Defendant from engaging in the wrongful conduct  
6 alleged above in the future;

7 19. For restitution and other appropriate relief under Business and Professions Code  
8 §§17200 *et seq.*;

9 20. For other appropriate relief under Business and Professions Code §§17203 and  
10 17535;

11 21. For reasonable attorney fees under Civil Code §1021.5;

12 22. For interest pursuant to Labor Code §218.6;

13 23. For costs of suit herein incurred;

14 24. Economic, personal injury and emotional distress damages; and

15 25. For such other and further relief as the Court deems proper and just.

16 26. For total damages in the amount of \$15,000,000.

17  
18 PLAINTIFF HEREIN DEMANDS A TRIAL BY JURY OF ALL CAUSES OF  
19 ACTION ALLEGED HEREIN.

20 DATED: August 11, 2016

21  
22 Law Offices of Jonathan J. Delshad, Esq.

23  
24 

25  
26 \_\_\_\_\_  
27 By: Jonathan J. Delshad, Esq.

28 Attorney for Plaintiff

# EXHIBIT A



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

June 22, 2016

**RE: Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 781235-234880

Right to Sue: Amezola / Liberman Broadcasting, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

**No response to DFEH is requested or required.**

Sincerely,

Department of Fair Employment and Housing

1 COMPLAINT OF EMPLOYMENT DISCRIMINATION  
2 BEFORE THE STATE OF CALIFORNIA  
3 DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
4 Under the California Fair Employment and Housing Act  
5 (Gov. Code, § 12900 et seq.)

6 In the Matter of the Complaint of  
7 Karla Amezola, Complainant.  
8 9945 Lurline Ave., Unit 328  
9 Chatsworth, California 91311

DFEH No. 781235-234880

10 vs.

11 Liberman Broadcasting, Inc., Respondent.  
12 1845 W. Empire Ave.  
13 Burbank, California 91504

14 Complainant alleges:

15 1. Respondent **Liberman Broadcasting, Inc.** is a **Private Employer** subject to suit under the California Fair  
16 Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.). Complainant believes respondent is  
subject to the FEHA.

17 2. On or around **March 29, 2016**, complainant alleges that respondent took the following adverse actions  
18 against complainant: **Discrimination, Harassment, Retaliation Asked impermissible non-job-related**  
19 **questions, Demoted, Denied a work environment free of discrimination and/or retaliation, Denied**  
20 **promotion, Terminated, Other, .** Complainant believes respondent committed these actions because of their:  
**Association with a member of a protected class, Engagement in Protected Activity, Marital Status, Sex -**  
**Gender, Sex - Gender identity or Gender expression .**

21 3. Complainant **Karla Amezola** resides in the City of **Chatsworth**, State of **California**. If complaint includes  
22 co-respondents please see below.

1  
2 **Co-Respondents:**

3 Andres Angulo  
4 1845 W. Empire Ave.  
5 Burbank California 91504  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

1  
2 **Additional Complaint Details:**

3 Among other things, I experienced sexual harassment and quid pro quo sexual  
4 harassment by my superior at work. Among other things, I was then retaliated against,  
5 demoted by my employer, denied raises and employment opportunities because I made  
6 a complaint of sexual harassment against my superior to my employer.  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

1 VERIFICATION

2 I, **Karla Amezola**, am the Attorney for Complainant in the above-entitled complaint. I have read the foregoing  
3 complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters  
4 which are therein alleged on information and belief, and as to those matters, I believe it to be true.

5 On June 22, 2016, I declare under penalty of perjury under the laws of the State of California that the foregoing  
6 is true and correct.

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
  
**Chatsworth, CA**  
**Karla Amezola**



1 PROOF SERVICE

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the  
3 within action. My business address is 1663 Sawtelle Blvd. Suite 220, Los Angeles CA 90025, On  
4 August 11, 2016 I served the within document(s):

5 **FIRST AMENDED COMPLAINT, INCLUDING EXHIBIT A.**

6 by placing a true copy of the document(s) listed above for collection and mailing following the firm's  
7 ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the  
8 United States mail at Los Angeles, California addressed as set forth below:

8 SheppardMullin  
9 Tracey Kennedy, Esq.  
10 333 S. Hope St., 43<sup>rd</sup> Fl.  
11 Los Angeles, CA 90071

12 I am readily familiar with the firm's practice of collection and processing correspondence for  
13 mailing and for shipping via overnight delivery service. Under that practice it would be  
14 deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in  
15 an overnight delivery service pick-up box or office on the same day with postage or fees thereon  
16 fully prepaid in the ordinary course of business.

17 I declare under penalty of perjury under the laws of the State of California that the above  
18 is true and correct. Executed on August 11, 2016, at Los Angeles, California.

19 JONATHAN J. DELSHAD, ESQ.



20 Name:

Signature: