

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

LAW OFFICES OF LISA L. MAKI
ATTORNEYS AT LAW
523 W. 6th Street, Suite 450
Los Angeles, CA 90014
TELEPHONE (213) 745-9511
FACSIMILE (213) 745-9611

Lisa L. Maki, State Bar No. 158987
Jennifer Ostertag, State Bar No. 204422

Attorneys for Plaintiff Jane Doe

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL**

JANE DOE, an individual,
Plaintiff,

v.

LBI MEDIA, INC., a corporation;
LIBERMAN BROADCASTING, INC., a
corporation; ANDRES ANGULO, an
individual; and DOES 1-100, inclusive,
Defendants.

CASE NO. **BC 6 3 4 2 5 5**

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
2. **HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
3. **RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
4. **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k)**
5. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
6. **CONVERSION**
7. **DECLARATORY JUDGMENT**
8. **BREACH OF CONTRACT**
9. **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

[DEMAND FOR JURY TRIAL]

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 1 0 2016

Sherri R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

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

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County. Defendants' obligations and liability arise therein. Defendants maintain offices and transact business within Los Angeles County, and the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, Ms. Jane Doe (hereinafter "Plaintiff"), is and at all times relevant hereto was a resident of the State of California, County of Los Angeles. Plaintiff is 34 years old.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant LBI MEDIA, INC. (hereinafter referred to as "LBI MEDIA"), was and is a California corporation doing business at 1845 Empire Avenue, Burbank, in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant LIBERMAN BROADCASTING, INC. (hereinafter referred to as "LB"), was and is a Delaware corporation doing business at 1845 Empire Avenue, Burbank, in the County of Los Angeles, State of California.

5. LB and LBI MEDIA (hereinafter collectively referred to as "LBI"), were Plaintiff's joint employer within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this court.

6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant ANDRES ANGULO (hereinafter referred to as "ANGULO") was and is an individual residing in the County of Los Angeles, State of California. At all times relevant hereto, ANGULO was Plaintiff's direct supervisor at LBI.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-100, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to

1 amend this Complaint to insert the true names and capacities of said Defendants when the same
2 become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that
3 each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and
4 is therefore liable to Plaintiff as alleged hereinafter.

5 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times
6 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
7 supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
8 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
9 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter
10 ego status, and/or joint venture and with the permission and consent of each of the other
11 Defendants.

12 9. Whenever and wherever reference is made in this Complaint to any act or failure to act
13 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the
14 acts and/or failures to act by each Defendant acting individually, jointly and severally.

15 10. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to
16 prevent discrimination or retaliation, and wrongful termination under Government Code §§12940,
17 et seq., the California Fair Employment and Housing Act ("FEHA") with the California
18 Department of Fair Employment and Housing ("DFEH"), and has satisfied her administrative
19 prerequisites with respect to these and all related filings.

20
21 **FACTUAL ALLEGATIONS**

22 1. From July 2013 until April 30, 2016, Plaintiff, is and was a news anchor with LBI.

23 2. Plaintiff was qualified to serve as a television news anchor by education and
24 experience.

25 3. On or about April 30, 2016, Plaintiff was wrongfully terminated for reporting sexual
26 harassment, discrimination, intimidation and retaliation.

27
28

1 4. From July 2013 until October 2013, Plaintiff worked as a television news reporter. In
2 October 2013, she was promoted to anchoring local newscasts for Southern California at 5:30 p.m.
3 and 11:30 p.m. Andres ANGULO was the News Director who supervised Plaintiff.

4 5. In or about 2014 Plaintiff's co-worker informed her that ANGULO had been sexually
5 harassing her for a long time. The co-worker also told Plaintiff that in 2015, ANGULO had
6 offered the co-worker an assignment in exchange for quid pro quo sexual favors. On information
7 and belief, ANGULO continued to sexually harass this co-worker until spring 2016.

8 6. On or about April 27, 2015, Plaintiff was promoted to anchor the national news at 5:30
9 p.m.

10 7. Around the same time, ANGULO told Plaintiff that although LBI's owner, Lenard
11 Liberman, had chosen her to be the next national news anchor, he wasn't 100 percent sure about
12 her because her appearance was too conservative. According to ANGULO, Liberman wanted her
13 to look sexier.

14 8. When Plaintiff asked for clarification, ANGULO replied that she had a beautiful pair of
15 tits and should show them more.

16 9. Plaintiff responded that she also had a brain, that she wasn't going to lower her image
17 for television ratings, and if that they were not happy with her look, LBI would have to hire
18 somebody else.

19 10. ANGULO told Plaintiff that if she ever related the foregoing to an attorney or in court,
20 ANGULO would deny it until the day he died.

21 11. Plaintiff accepted the national news anchor position under the Employment Agreement
22 dated May 1, 2015 (hereinafter referred to as the "Agreement). According to the terms of the
23 Agreement, LBI agreed to pay Plaintiff a salary of \$105,000 per year in exchange for her
24 exclusive services, plus a \$25,000 bonus if LBI ranked fourth in the Nielsen ratings sweeps with at
25 least 100,000 viewers from 18 to 49 years of age. The Agreement was renewable annually for
26 four years until April 30, 2019.

27 12. Since LBI classified Plaintiff as an exempt employee, there was no limit to the number
28 of hours or work assignments that could be given to Plaintiff. The Agreement specified that

1 Plaintiff's duties included anchoring and hosting periodic special news reports including
2 interviews and investigative reports. Plaintiff was also obligated to appear from time to time as a
3 guest or participant on other programs as requested by LBI.

4 13. On or about May 1, 2015, Plaintiff began doing the 5:30 p.m. national newscast.

5 14. Later that month, a co-worker told Plaintiff that ANGULO had showed her personal
6 emails that Plaintiff and another applicant had sent to Liberman regarding the opening for the
7 national anchor position. Disclosing personal correspondence was highly inappropriate.

8 15. Then, on August 26, 2015, the late Enrique Gratas, the anchor of the 10:30 national
9 newscast, took a medical leave of absence. LBI asked Plaintiff to anchor both the 5:30 p.m. and
10 the 10:30 p.m. national newscasts, Monday through Friday.

11 16. On October 5, 2015, LBI assigned Plaintiff to do a 7:00 a.m. show on radio station La
12 Que Buena, a subsidiary of LBI.

13 17. From October 5 to October 23, 2015, Plaintiff was working three jobs for LBI: news
14 commentator on the 7:00 a.m. radio show and national television anchor for the 5:30 p.m. and the
15 10:30 p.m. newscasts. Plaintiff's salary remained the same even though she was performing the
16 work of three people and violated her right to equal pay.

17 18. Because she had to prepare news for the radio show, Plaintiff was required to wake up
18 at 5:00 a.m. and work until midnight or later. Eventually, Plaintiff told LBI she had to stop doing
19 the radio show because she was exhausted. She was starting to feel sick and dizzy.

20 19. On or about October 26, 2015, LBI hired Adriana Yanez to anchor one of the national
21 newscasts. LBI assigned Yanez to the 5:30 p.m. newscast while Plaintiff continued to anchor the
22 10:30 p.m. Plaintiff was told that the plan was to keep Plaintiff on the 10:30 p.m. prime time
23 newscast until someone as strong as Enrique Gratas could be found. Then Plaintiff would return
24 to her regular assignment on the 5:30 p.m. newscast.

25 20. Plaintiff's ratings on the prime time newscast had already stabilized, and it was almost
26 time to begin the November 2015 sweeps. Keeping Plaintiff in the 10:30 p.m. prime time
27 newscast was the safe thing to do because she had already been accepted by the audience.

28

1 21. As a result, Plaintiff maintained the high ratings of her predecessor during the
2 November 2015 sweeps. LBI ranked fourth in the November sweeps with an average of over
3 100,000 viewers in the critical 18- to 49-year-old demographic group. LBI's performance thereby
4 satisfied the condition precedent stated in paragraph II.B.(iv)(x) of the Agreement for Plaintiff to
5 receive the \$25,000 bonus that LBI had promised in Plaintiff's contract.

6 22. But LBI breached its obligations under the Agreement. LBI refused to pay Plaintiff the
7 \$25,000 bonus. Instead, LBI told Plaintiff that the bonus was intended to apply only to the 5:30
8 p.m. national newscast, even though the Agreement contains no such limitation.

9 23. In or about December 2015, Plaintiff asked about her \$25,000 bonus. In response,
10 ANGULO threatened Plaintiff by telling her it was not a good time to ask for money because
11 Liberman liked Yanez and had suggested that Yanez could replace Plaintiff. ANGULO also
12 withheld from Plaintiff pertinent information about LBI's national ratings. In sum, ANGULO
13 resorted to fear, intimidation, and denial to discourage Plaintiff from seeking her duly earned
14 bonus.

15 24. In retaliation for having the audacity to ask about her bonus, ANGULO undercut
16 Plaintiff's authority by excluding her from all editorial meetings with the producer of her own
17 television broadcast. ANGULO's only purpose for doing so was to discredit and ostracize
18 Plaintiff. ANGULO and LBI intentionally caused members of the news team to lose respect for
19 Plaintiff's opinions and abilities.

20 25. On January 6, 2016, ANGULO informed Plaintiff that Liberman planned to
21 permanently replace her with Yanez and that Plaintiff would not be returning to anchor the 5:30
22 p.m. newscast. The news also implied that, as soon as her replacement on the 10:30 p.m. national
23 broadcast was hired, Plaintiff would be out of a job. Disingenuously, ANGULO said he would do
24 his best to keep Plaintiff on the local newscast but again repeated how beautiful Yanez was on
25 camera.

26 26. After this last conversation about Plaintiff's uncertain future with LBI, Plaintiff
27 decided to talk to Liberman. ANGULO told Plaintiff that seeing Liberman was a bad idea and
28

1 would just get both of them in trouble. ANGULO misled Plaintiff into thinking that the
2 information he had shared with Plaintiff was sensitive information.

3 27. On January 15, 2016, Plaintiff learned from two co-workers that everyone in the news
4 division was talking about her replacement and that ANGULO had lied to her.

5 28. ANGULO's actions were intended to create, and in fact did create, a hostile working
6 environment that adversely affected the terms, conditions, and privileges of Plaintiff's
7 employment. Plaintiff called ANGULO and complained about the disrespectful and
8 unprofessional way that he had handled the news of her replacement.

9 29. On January 22, 2016, Plaintiff met with Liberman to advocate for her future at LBI.
10 Liberman said he was looking forward to a long working relationship with Plaintiff and that he
11 had not made a decision regarding the anchor for the 5:30 p.m. national newscast.

12 30. On February 1, 2016, LBI hired Mexican national Pedro Ferriz to anchor the 10:30
13 p.m. newscast. But Ferriz could not be on the air because he did not have a work permit. So
14 Plaintiff continued to anchor the 10:30 p.m. newscast, but Ferriz took over the content of her
15 program, without notice or permission, and in total disregard of Plaintiff. Plaintiff asked the news
16 team about the extent of Ferriz's editorial control. Plaintiff was told that ANGULO had given
17 Ferriz complete editorial control over the content of the 10:30 p.m. newscast even though Plaintiff
18 was still the anchor.

19 31. Instead, LBI retaliated against Plaintiff. On February 9, 2016, LBI's Human Resources
20 (HR) Coordinator, Laura Martinez, called Plaintiff and requested that she attend a 3:30 p.m.
21 meeting with Pat Cabello, the Vice-President of Human Resources. Martinez did not say what the
22 meeting was about.

23 32. In the meeting Cabello and Martinez accused Plaintiff of being unhappy and spreading
24 negativity. Plaintiff told them that she was not unhappy with her current position, the 10:30 p.m.
25 newscast, but that she did not know what was going to happen in the future. Plaintiff stated that
26 her only intention was to continue being an excellent employee, whether in front of the camera or
27 behind it.

28

1 33. Cabello then brought up the fact that Plaintiff had been a huge help to LBI in
2 discouraging certain inaccurate accusations of sexual harassment by ANGULO published by
3 female ex-employee Nelsie Carillo.

4 34. Plaintiff responded that HR should instead investigate ANGULO's treatment of all the
5 women at the station, but that she had knowledge of three specific examples of ANGULO's
6 harassment: (1) the comment ANGULO had made advising Plaintiff to show her breasts more on
7 television; (2) the longstanding harassment of another female anchor; and (3) The recent
8 harassment of a female editor.

9 35. On February 10, 2016, Plaintiff met with Nicolas Simmons, LBI's general counsel, to
10 complain about the trouble she was having with ANGULO. Simmons told her that ANGULO had
11 not handled the situation correctly and that he should have called a meeting to address the issues.
12 Simmons promised to call Plaintiff when he had decided what he was going to do.

13 36. In response to Plaintiff reporting sexual harassment, discrimination, retaliation, and
14 hostile work environment, LBI wrongfully terminated or failed to renew her employment
15 agreement with LBI as of April 30, 2016.

16 37. Defendants terminated Plaintiff's employment because she was a woman who was
17 engaged in protected activity. Plaintiff's protected activity includes, but is not limited to, her
18 complaints about sexual harassment on behalf of her female coworkers, specifically the news
19 anchor and editor, as well as her own requests that HR and LBI conduct an adequate investigation
20 into the egregious sexual discrimination, harassment, and retaliation which run rampant at LBI.

21 38. Since her termination, she has searched diligently for new employment.

22 39. Because of Defendants' actions, Plaintiff has suffered and will continue to suffer
23 general and special damages, including severe and profound pain and emotional distress,
24 humiliation, anxiety, depression, nightmares, headaches and other physical ailments, as well as
25 medical expenses, expenses for psychological counseling and treatment, and past and future lost
26 wages and benefits.

27 40. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses, and
28 benefits.

1 41. Plaintiff claims general damages for emotional and mental distress and aggravation in a
2 sum in excess of the jurisdictional minimum of this court.

3 42. Because the acts taken toward Plaintiff were carried out by managerial employees
4 acting in a deliberate, cold, callous, cruel, and intentional manner, in conscious disregard of
5 Plaintiff's rights and injure and damage her, Plaintiff requests that punitive damages be levied
6 against Defendants and each of them, in sums in excess of this court's jurisdictional minimum.

7
8 **FIRST CAUSE OF ACTION**

9 **Discrimination in Violation of Gov't Code §§12940 Et Seq.**

10 **(Against LBI and Does 1-100, Inclusive)**

11 43. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

12 44. At all times hereto, the FEHA was in full force and effect and was binding upon
13 Defendants and each of them.

14 45. As such term is used under FEHA, "on the bases enumerated in this part" means or
15 refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

16 46. FEHA requires Defendants to refrain from discriminating against an employee on the
17 basis of sex, gender, national origin, and association with a member of a protected class, and to
18 prevent discrimination on the basis of sex, gender, national origin, and association with a member
19 of a protected class from occurring.

20 47. As a woman of Spanish origin engaged in protected activity, Plaintiff was a member of
21 multiple protected classes.

22 48. At all times relevant hereto, Plaintiff was performing competently in the position she
23 held with Defendants.

24 49. Plaintiff suffered the adverse employment actions of discrimination, harassment based
25 on sex, gender, retaliation, failure to investigate harassment and discrimination, failure to prevent
26 harassment and discrimination, termination, and was harmed thereby.

27 50. Plaintiff is informed and believes that her sex, gender, national origin, association with
28 a member of a protected class, and/or some combination of these protected characteristics, were

1 motivating reasons or factors in the Defendants' decision to subject her to the foregoing adverse
2 employment actions.

3 51. Said conduct violates the FEHA, and such violations were a proximate cause in
4 Plaintiff's damage as stated below.

5 52. As a proximate result of Defendants' actions, Plaintiff has suffered and will continue to
6 suffer general and special damages, including severe and profound pain and emotional distress,
7 humiliation, loss of enjoyment of life, anxiety, depression, and other physical ailments, as well as
8 medical expenses, expenses for psychological counseling and treatment, past and future lost wages
9 and benefits, and other non-pecuniary losses in amounts according to proof.

10 53. The foregoing conduct of Defendants individually, or by and through their managing
11 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
12 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
13 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free
14 from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
15 intimidation, or coercion, such as to constitute malice, oppression, or fraud under California Civil
16 Code §3294, thereby entitling Plaintiff to exemplary damages in an amount appropriate to punish
17 Defendants or make an example of them.

18 54. Pursuant to California Government Code §12965(b), Plaintiff requests a reasonable
19 award of attorney fees and costs, including expert fees pursuant to the FEHA.

20
21 **SECOND CAUSE OF ACTION**

22 **Harassment in Violation of Gov't Code §§12940 Et Seq.**

23 (Against All Defendants and Does 1-100, Inclusive)

24 55. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

25 56. At all times hereto, the FEHA was in full force and effect and was binding upon
26 Defendants and each of them.

27 57. As such term is used under FEHA, "on the bases enumerated in this part" means or
28 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

1 58. These laws set forth in the preceding paragraph require Defendants to refrain from
2 harassing, or creating, or maintaining a hostile work environment against an employee based upon
3 her sex, gender, national origin, and association with a member of a protected class, as set forth
4 hereinabove.

5 59. Defendants' harassing conduct was severe or pervasive, was unwelcome by the
6 Plaintiff, and a reasonable person in Plaintiff's circumstances would have considered the work
7 environment to be hostile or abusive.

8 60. Defendants violated the FEHA and the public policy of the State of California which is
9 embodied in the FEHA by creating and maintaining a hostile work environment; and by harassing
10 Plaintiff because of her national origin, ancestry, sex, and disability or perceived disability, as set
11 forth above.

12 61. The above said acts were perpetrated upon the Plaintiff by supervisors or third parties,
13 and/or Defendants knew or should have known of the unlawful conduct but failed to take
14 immediate and appropriate corrective action.

15 62. The above said acts of Defendants constitute violations of the FEHA and violations of
16 the public policy of the State of California. Such violations were a proximate cause in Plaintiff's
17 damages as stated below.

18 63. As a proximate result of Defendants' actions, Plaintiff has suffered and will continue to
19 suffer general and special damages, including severe and profound pain and emotional distress,
20 humiliation, loss of enjoyment of life, anxiety, depression, and other physical ailments, as well as
21 medical expenses, expenses for psychological counseling and treatment, past and future lost wages
22 and benefits, and other non-pecuniary losses in amounts according to proof.

23 64. The foregoing conduct of Defendants individually, or by and through their managing
24 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
25 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
26 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free
27 from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
28 intimidation, or coercion, such as to constitute malice, oppression, or fraud under California Civil

1 Code §3294, thereby entitling Plaintiff to exemplary damages in an amount appropriate to punish
2 Defendants or make an example of them.

3 65. Pursuant to California Government Code §12965(b), Plaintiff requests a reasonable
4 award of attorney fees and costs, including expert fees pursuant to the FEHA.

5
6 **THIRD CAUSE OF ACTION**

7 **Retaliation in Violation of Gov't Code §§12940 Et Seq.**

8 **(Against LBI and Does 1-100, Inclusive)**

9 66. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

10 67. At all times hereto, the FEHA was in full force and effect and was binding upon each
11 of the Defendants.

12 68. These laws set forth in the preceding paragraph require Defendants to refrain from
13 retaliating against an employee for engaging in protected activity.

14 69. Plaintiff engaged in the protected activity of reporting discrimination, harassment, and
15 Defendants' discriminatory and harassing conduct toward Plaintiff based upon her sex, gender,
16 national origin, including but not limited to Plaintiff's request that Defendants conduct an
17 adequate investigation.

18 70. Plaintiff suffered the adverse employment actions of discrimination, harassment,
19 retaliation, refusal to investigate harassment and discrimination, failure to prevent harassment and
20 discrimination, and termination, and was harmed thereby.

21 71. Plaintiff is informed and believes that her reporting of sexual harassment,
22 discrimination, hostile work environment and Defendants' discriminatory and harassing conduct
23 toward Plaintiff based upon her sex, gender, national origin, and engaging in a protected activity
24 were a motivating reason and/or factor in the decision to effectuate the adverse employment
25 actions against Plaintiff, including termination.

26 72. Defendants violated the FEHA by retaliating against Plaintiff for attempting to exercise
27 her protected rights, as set forth above.

28

1 73. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
2 retaliation committed by Defendants were done with the knowledge, consent and/or ratification of,
3 or at the direction of, each other Defendant and the other Managers.

4 74. The above said acts of Defendants constitute violations of the FEHA and were a
5 proximate cause in Plaintiff's damage as stated below.

6 75. As a proximate result of Defendants' actions, Plaintiff has suffered and will continue to
7 suffer general and special damages, including severe and profound pain and emotional distress,
8 humiliation, loss of enjoyment of life, anxiety, depression, and other physical ailments, as well as
9 medical expenses, expenses for psychological counseling and treatment, past and future lost wages
10 and benefits, and other non-pecuniary losses in amounts according to proof.

11 76. The foregoing conduct of Defendants individually, or by and through their managing
12 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
13 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
14 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free
15 from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
16 intimidation, or coercion, such as to constitute malice, oppression, or fraud under California Civil
17 Code §3294, thereby entitling Plaintiff to exemplary damages in an amount appropriate to punish
18 Defendants or make an example of them.

19 77. Pursuant to California Government Code §12965(b), Plaintiff requests a reasonable
20 award of attorney fees and costs, including expert fees pursuant to the FEHA.

21
22 **FOURTH CAUSE OF ACTION**

23 **Failure to Prevent Discrimination, Harassment, and Retaliation In Violation of**
24 **Gov't Code §12940(K)**
25 **(Against LBI and Does 1-100, Inclusive)**

26 78. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

27 79. At all times hereto, the FEHA, including in particular California Government Code
28 §12940(k), was in full force and effect and was binding upon each of the Defendants. This

1 subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent
2 discrimination, harassment and retaliation from occurring. As alleged above, Defendants violated
3 this subsection and breached their duty by failing to take all reasonable steps necessary to prevent
4 discrimination, harassment and retaliation from occurring.

5 80. The above said acts of Defendants constitute violations of the FEHA, and were a
6 proximate cause in Plaintiff's damages as stated below.

7 81. As a proximate result of Defendants' actions, Plaintiff has suffered and will continue to
8 suffer general and special damages, including severe and profound pain and emotional distress,
9 humiliation, loss of enjoyment of life, anxiety, depression, and other physical ailments, as well as
10 medical expenses, expenses for psychological counseling and treatment, past and future lost wages
11 and benefits, and other non-pecuniary losses in amounts according to proof.

12 82. The foregoing conduct of Defendants individually, or by and through their managing
13 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
14 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
15 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free
16 from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
17 intimidation, or coercion, such as to constitute malice, oppression, or fraud under California Civil
18 Code §3294, thereby entitling Plaintiff to exemplary damages in an amount appropriate to punish
19 Defendants or make an example of them.

20 83. Pursuant to California Government Code §12965(b), Plaintiff requests a reasonable
21 award of attorney fees and costs, including expert fees pursuant to the FEHA.

22
23 **FIFTH CAUSE OF ACTION**

24 **Wrongful Termination in Violation of Public Policy**

25 (Against LBI and Does 1-100, Inclusive)

26 84. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

27 85. At all relevant times mentioned in this complaint, the FEHA was in full force and
28 effect and was binding on each of the Defendants. This law requires Defendants to refrain, among

1 other things, from discriminating against any employee on the basis of sex, gender, national
2 origin, association with a member of a protected class, and from retaliating against any employee
3 who engages in protected activity.

4 86. At all times mentioned in this complaint, Article I, Section 8 of the California
5 Constitution was in full force and effect and binding on Defendants. This law requires Defendants
6 to refrain from disqualifying a person from pursuing employment on the basis of sex, race, creed,
7 color, or national or ethnic origin.

8 87. At all times mentioned in this complaint, it was a fundamental policy of the State of
9 California that Defendants cannot discriminate and/or retaliate against any employee on the basis
10 of sex, gender, national origin, association with a member of a protected class, engaging in
11 protected activity, among other things.

12 88. Plaintiff believes and based thereon alleges that her sex, gender, national origin,
13 association with a member of a protected class, engaging in protected activity, or some
14 combination thereof, were factors in the Defendants' conduct as alleged above.

15 89. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
16 employment on the basis of sex, gender, national origin, association with a member of a protected
17 class, engaging in protected activity, Plaintiff's reports of harassment and discrimination due to
18 her sex, gender, national origin, association with a member of a protected class, engaging in
19 protected activity, or some combination of these factors, were a proximate cause in Plaintiff's
20 damages as stated below.

21 90. The above said acts of Defendants constitute violations of the California Government
22 Code and the public policy of the State of California embodied therein as set forth above.
23 Defendants violated these laws by retaliating against Plaintiff and terminating her employment in
24 retaliation for exercise of protected rights.

25 91. At all relevant times mentioned in this complaint, California Labor Code §1102.5 was
26 in full force and effect and was binding upon Defendants and each of them. This law prohibits
27 retaliation against employees who disclose reasonable suspicions of illegal activity or conduct by
28 their employer to a government or law enforcement agency. Labor Code §1102.5 reflects the

1 State's broad public policy interest in encouraging workplace "whistleblowers," who may without
2 fear of retaliation report concerns regarding an employer's suspected illegal conduct, irrespective
3 of whether the reporting is made to governmental agencies or to the employer itself, and
4 irrespective of whether the employee's suspicions are correct that the challenged conduct actually
5 violates some law. Indeed, the law in California is that an employee's good faith but mistaken
6 belief in the illegality of her co-workers', supervisor's, and employer's conduct is protected from
7 employer retaliation in the whistle-blowing context.

8 92. Plaintiff is informed and believes, and based thereon alleges that Plaintiff notifying
9 LBI of ANGULO's illegal conduct and Plaintiff's complaint that LBI failed to pay her \$25,000
10 earned bonus were factors in Defendants' decision to retaliate against Plaintiff, as alleged above.

11 93. Such discrimination and retaliation against Plaintiff who, in good faith, reported
12 ANGULO's sexual harassment violating Penal Code§ 243.4 (sexual battery) and Article I, Section
13 8 of the California Constitution and, were a proximate cause in Plaintiff's damages as stated
14 below.

15 94. The above said acts of Defendants constitute violations of the Labor Code, the Penal
16 Code, the Government Code, and the public policy of the State of California embodied therein as
17 set forth above. Defendants violated these laws by retaliating against Plaintiff and terminating her
18 employment in retaliation for exercise of protected rights.

19 95. As a proximate result of Defendants' actions, Plaintiff has suffered and will continue to
20 suffer general and special damages, including severe and profound pain and emotional distress,
21 humiliation, loss of enjoyment of life, anxiety, depression, and other physical ailments, as well as
22 medical expenses, expenses for psychological counseling and treatment, past and future lost wages
23 and benefits, and other non-pecuniary losses in amounts according to proof.

24 96. The foregoing conduct of Defendants individually, or by and through their managing
25 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
26 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
27 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free
28 from interference by threats, intimidation, or coercion, or attempts to interfere by threats,

1 intimidation, or coercion, such as to constitute malice, oppression, or fraud under California Civil
2 Code §3294, thereby entitling Plaintiff to exemplary damages in an amount appropriate to punish
3 Defendants or make an example of them.

4
5 **SIXTH CAUSE OF ACTION**

6 **Conversion**

7 (Against LBS and Does 1-100, inclusive)

8 97. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

9 98. Plaintiff's right to receive full compensation for her work vested when her work was
10 performed and in no event later than November 2015.

11 99. Unpaid wages constitute a property right that, at all relevant times was held by
12 Plaintiff.

13 100. Defendants wrongfully failed and refused to pay Plaintiff and wrongfully withheld
14 from Plaintiff approximately \$25,000 in bonus, to which Plaintiff had a vested property right.

15 101. Defendants converted said compensation as part of an intentional and deliberate
16 scheme to maximize their profits at Plaintiff's expense.

17 102. Plaintiff has been injured by Defendants' intentional conversion of her bonuses and
18 is entitled to all monies converted by Defendants, with interest thereon as well as any and all
19 profits, whether direct or indirect, which Defendants acquired by their unlawful conversion.

20 103. The amount converted by Defendants from Plaintiff is a specific sum, \$25,000 to
21 be pay within thirty (30) days of the publication of the Nielsen ratings for the applicable Ratings
22 Sweeps Period.

23 104. As a direct and proximate result of Defendants' acts, Plaintiff has suffered damages
24 in an amount presently unknown to Plaintiff but in excess of this court's jurisdictional minimum.
25 Plaintiff will seek leave to amend this Complaint when the precise amount of her damages has
26 been ascertained.

27 105. As a proximate result of Defendants' actions, Plaintiff has suffered and will
28 continue to suffer general and special damages, including severe and profound pain and emotional

1 distress, humiliation, loss of enjoyment of life, anxiety, depression, and other physical ailments, as
2 well as medical expenses, expenses for psychological counseling and treatment, past and future
3 lost wages and benefits, and other non-pecuniary losses in amounts according to proof.

4 106. The foregoing conduct of Defendants individually, or by and through their
5 managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable
6 conduct carried on by the Defendants with a willful and conscious disregard of the rights of
7 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
8 right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by
9 threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud under
10 California Civil Code §3294, thereby entitling Plaintiff to exemplary damages in an amount
11 appropriate to punish Defendants or make an example of them.

12
13 **SEVENTH CAUSE OF ACTION**

14 **Declaratory Judgment**

15 (Against All Defendants and Does 1-100, Inclusive)

16 107. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

17 108. Government Code §12920 sets forth the public policy of the State of California as
18 follows:

19 It is hereby declared as the public policy of this state that it is
20 necessary to protect and safeguard the right and opportunity of all
21 persons to seek, obtain, and hold employment without
22 discrimination or abridgment on account of race, religious creed,
23 color, national origin, ancestry, physical disability, mental disability,
24 medical condition, genetic information, marital status, sex, gender,
25 gender identity, gender expression, age, or sexual orientation.

26 It is recognized that the practice of denying employment opportunity
27 and discriminating in the terms of employment for these reasons
28 foments domestic strife and unrest, deprives the state of the fullest
utilization of its capacities for development and advancement, and
substantially and adversely affects the interests of employees,
employers, and the public in general.

Further, the practice of discrimination because of race, color,
religion, sex, gender, gender identity, gender expression, sexual
orientation, marital status, national origin, ancestry, familial status,

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

source of income, disability, or genetic information in housing accommodations is declared to be against public policy.

It is the purpose of this part to provide effective remedies that will eliminate these discriminatory practices.

This part shall be deemed an exercise of the police power of the state for the protection of the welfare, health, and peace of the people of this state.

109. Government Code §12920.5 embodies the intent of the California legislature and states:

In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.

110. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

The opportunity to seek, obtain, and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation is hereby recognized as and declared to be a civil right.

111. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties as it is believed that Defendants may allege that they did not harass, discriminate or retaliate against Plaintiff; that Plaintiff was not harassed, retaliated against, and terminated because of national origin, ancestry, sex, disability or perceived disability, and/or some combination of these protected characteristics. Plaintiff contends that Defendants did harass, discriminate and retaliate against Plaintiff on the basis of national origin, ancestry, sex, disability or perceived disability, or some combination of these protected characteristics, and that Plaintiff was retaliated against and wrongfully terminated because of national origin, ancestry, sex, disability or perceived disability, or some combination of these protected characteristics. Plaintiff is informed and believes, and on that basis alleges, that Defendants shall dispute Plaintiff's contentions.

1 112. Pursuant to Code of Civil Procedure §1060, Plaintiff seeks a judicial determination
2 of her rights and duties, and a declaration that Defendants harassed and discriminated against
3 Plaintiff on the basis of her national origin, ancestry, sex, disability or perceived disability, and/or
4 some combination of these protected characteristics.

5 113. Pursuant to Code of Civil Procedure §1060, Plaintiff seeks a judicial determination
6 of her rights and duties, and a declaration that her national origin, ancestry, sex, disability or
7 perceived disability, and/or some combination of these protected characteristics were substantial
8 motivating factors in the decision to harass and discriminate and retaliate against Plaintiff, and to
9 terminate Plaintiff's employment.

10 114. A judicial declaration is necessary and appropriate at this time under the
11 circumstances in order that Plaintiff, for herself and on behalf of employees in the State of
12 California and in conformity with the public policy of the State, obtain a judicial declaration of the
13 wrongdoing of Defendants and to condemn such discriminatory employment policies or practices.
14 *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203.

15 115. A judicial declaration is necessary and appropriate at this time so that Defendants
16 may also be aware of their obligations under the law to not engage in discriminatory practices and
17 to not violate the law.

18 116. Government Code §12965(b) provides that aggrieved parties such as the Plaintiff
19 herein may be awarded reasonable attorney's fees and costs: "In civil actions brought under this
20 section, the court, in its discretion, may award to the prevailing party, including the department,
21 reasonable attorney's fees and costs, including expert witness fees." Such fees and costs expended
22 by an aggrieved party may be awarded for the purpose of redressing, preventing, or deterring
23 discrimination and harassment.

24
25
26
27
28

EIGHTH CAUSE OF ACTION

Breach of Contract

(Against LBI and Does 1-100, Inclusive)

117. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

1 118. Plaintiff entered into a written Employment Agreement with Defendants as May 1,
2 2015, wherein pursuant to Section II Defendants were required to pay Plaintiff a "Ratings Bonus
3 during each quarterly Ratings Sweeps Period (which occur in February, May, and November of
4 each year) for each nightly Network news program for which she serves as Anchor on a regular
5 and continuous basis during such period.. A copy of the relevant portion of the Employment
6 Agreement is attached as Exhibit 1.

7 119. Plaintiff duly performed all conditions, covenants, and promises under the
8 agreement to be performed on her part or was excused from performance by them. Plaintiff has at
9 all times been ready, willing, and able to perform all of the conditions of the agreement to be
10 performed by her.

11 120. As a result of the above-described conduct, Defendants breached their agreement
12 with Plaintiff by failing to pay her the \$25,000 ratings bonus for November 2015 and 2016,
13 without good cause, for discriminatory purposes, and in violation of the contract.

14 121. As a result of Defendants' breach of contract, Plaintiff has suffered and continues
15 to suffer general and special, economic and non-economic damages in an amount to be proven at
16 trial.

17
18 **NINTH CAUSE OF ACTION**

19 **Breach of Covenant of Good Faith and Fair Dealing**

20 **(Against LBI and Does 1-100, Inclusive)**

21 122. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth here.

22 123. Plaintiff and LBI and Does 1 through 100 entered into a written contract—
23 specifically, the Employment Agreement as of May 1, 2015.

24 124. Plaintiff did all or substantially all of the significant things that the agreement
25 required her to do or, in the alternative, Plaintiff was excused from having to do those things.

26 125. All conditions required for Defendants' performance had occurred or were excused.

27 126. Defendants unfairly interfered with Plaintiff's right to receive the benefits of the
28 agreement.

1 127. Plaintiff was harmed by Defendants' conduct in an amount to be determined at
2 trial.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff seeks judgment against Defendants, and each of them, in an
6 amount according to proof, as follows:

7 1. For a money judgment representing compensatory damages including lost wages,
8 earnings, retirement benefits, and other employee benefits, and all other sums of money, together
9 with interest on these amounts; for other special damages; and for general damages for mental
10 pain and anguish and emotional distress;

11 2. For civil penalties pursuant to Labor Code 1102.5(f);

12 3. For prejudgment interest on each of the foregoing at the legal rate from the date the
13 obligation became due through the date of judgment in this matter;

14 4. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
15 condemning Defendants' discriminatory practices;

16 5. For injunctive relief barring Defendants' discriminatory employment policies and
17 practices in the future;

18 6. For punitive damages, pursuant to Civil Code §3294 in amounts sufficient to punish
19 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

20 7. For costs of suit, attorney's fees, and expert witness fees pursuant to the FEHA, the
21 Labor Code, the Civil Code, and/or any other basis;

22 8. For damages in an amount to be determined at trial for all harm that Defendants knew,
23 or reasonably should have known, would result from their breaches of the implied covenant in the
24 Employment Agreement;

25 9. Plaintiff's "attorney fees, costs, and other expenses paid or incurred," according to
26 section VIII (D) of the Employment Agreement and California law;

27 10. For post-judgment interest; and

28 11. For any other relief that is just and proper.

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

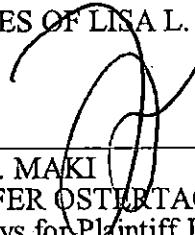
JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: September 15, 2016

LAW OFFICES OF LISA L. MAKI

By: _____


LISA L. MAKI
JENNIFER OSTERTAG
Attorneys for Plaintiff Jane Doe