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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JANE DOE,

Plaintiffs,

vs.

THE WALT DISNEY COMPANY, a Delaware corporation; DISNEY CONTENT SALES, LLC, a Delaware corporation; ALAMEDA PAYING AGENT, INC., a California corporation; SEARCHLIGHT PICTURES, INC., a Delaware corporation; TWENTIETH CENTURY FOX FILM CORPORATION, a Delaware corporation; NOLAN GONZALES, an individual; and DOES 1 to 100, inclusive.

CASE NO.: 24STCV00036

COMPLAINT FOR DAMAGES FOR:

1. SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940(j)
2. SEXUAL ASSAULT AND/OR BATTERY
3. FAILURE TO INVESTIGATE AND PREVENT SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940(k)
4. RETALIATION - GOV. CODE § 12940(h)
5. RETALIATION - LABOR CODE § 1102.5
6. FAILURE TO PROVIDE REASONABLE ACCOMODATION IN VIOLATION OF FEHA
7. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS
8. DISABILITY DISCRIMINATION IN VIOLATION OF GOV. CODE § 12940(a)
9. NEGLIGENCE
10. FAILURE TO TIMELY PROVIDE EMPLOYMENT RECORDS

1. Plaintiff JANE DOE<sup>1</sup> (“Plaintiff” or “Jane Doe”) brings this action against Defendants THE WALT DISNEY COMPANY, a Delaware corporation; DISNEY CONTENT SALES, LLC, a Delaware corporation; ALAMEDA PAYING AGENT, INC., a California corporation; SEARCHLIGHT PICTURES, INC., a Delaware corporation; TWENTIETH CENTURY FOX FILM CORPORATION, a Delaware corporation; NOLAN GONZALES (hereinafter “Gonzales”), an individual; and DOES 1 to 100, inclusive (collectively referred to as “Defendants”) for compensatory and statutory damages, civil penalties, interests, costs, and attorneys’ fees resulting from Defendants’ unlawful and tortious conduct, and as grounds therefore alleges:

## PARTIES

2. Plaintiff is or was at all times relevant herein a resident of Los Angeles County California; employed in Los Angeles County, California; and was an “employee” as defined by Gov. Code § 12926.

3. THE WALT DISNEY COMPANY is and was at all times relevant herein a Delaware corporation that does business in California and has its principal place of business in Burbank, California. At the time of the events underlying this action, THE WALT DISNEY COMPANY was one of the employers of Plaintiff and Gonzales.

4. DISNEY CONTENT SALES, LLC is and was at all times relevant herein a Delaware corporation that does business in California and has its principal place of business in Burbank, California. At the time of the events underlying this action, DISNEY CONTENT SALES, LLC was one of the employers of Plaintiff and Gonzales.

5. ALAMEDA PAYING AGENT, INC. is and was at all times relevant herein a California corporation that does business in California and has its principal place of business in Burbank, California. At the time of the events underlying this action, ALAMEDA PAYING AGENT, INC. was one of the employers of Plaintiff and Gonzales.

<sup>1</sup> Plaintiff files this lawsuit under the pseudonym “Jane Doe” because legitimate privacy concerns exist given the nature of this lawsuit. *Starbucks Corp. v. Superior Court*, 168 Cal. App. 4<sup>th</sup> 1436, 1452 (2008).

1           6.       SEARCHLIGHT PICTURES, INC. is and was at all times relevant herein a  
2 Delaware corporation that does business in California and has its principal place of business in  
3 Los Angeles, California. At the time of the events underlying this action, SEARCHLIGHT  
4 PICTURES, INC. was one of the employers of Plaintiff and Gonzales. On information and belief,  
5 SEACHLIGHT PICTURES, INC. was formerly known as and did business as Fox Searchlight  
6 Pictures, Inc.

7           7.       TWENTIETH CENTURY FOX FILM CORPORATION is and was at all times  
8 relevant herein a Delaware corporation that does business in California and has its principal place  
9 of business in Los Angeles, California. At the time of the events underlying this action,  
10 TWENTIETH CENTURY FOX FILM CORPORATION was one of the employers of Plaintiff  
11 and Gonzales.

12           8.       On information and belief, TWENTIETH CENTURY FOX FILM  
13 CORPORATION and SEARCHLIGHT PICTURES, INC. were acquired by THE WALT  
14 DISNEY COMPANY in 2019. On information and belief, ALAMEDA PAYING AGENT, INC.  
15 and DISNEY CONTENT SALES, LLC are subsidiaries of THE WALT DISNEY COMPANY.

16           9.       TWENTIETH CENTURY FOX FILM CORPORATION and SEARCHLIGHT  
17 PICTURES, INC. will collectively be referred to as “Fox” hereafter.

18           10.      ALAMEDA PAYING AGENT, INC., DISNEY CONTENT SALES, LLC, and  
19 THE WALT DISNEY COMPANY will collectively be referred to as “Disney” hereafter.

20           11.      Before THE WALT DISNEY COMPANY acquired Fox, Plaintiff and Gonzales  
21 were employed by Fox. After the acquisition by THE WALT DISNEY COMPANY, Plaintiff and  
22 Gonzales were employed by Disney as a function of the acquisition.

23           12.      On information and belief, at all times material hereto, Defendants were the  
24 agents, representatives, servants, employees, partners, joint venturers, and/or conspirators of each  
25 and every other Defendant and were acting within the course and scope of said alternative  
26 capacity, identity, agency, representation and/or employment and were within the scope of their  
27 authority, whether actual or apparent. Each of the Defendants is responsible in some manner for  
28 one or more of the events and happenings described herein. Each Defendant approved and/or

1 ratified the conduct of each other Defendant. Consequently, each Defendant is jointly and  
2 severally liable to Plaintiff for the damages sustained as a proximate result their conduct. Each of  
3 the Defendants proximately caused the injuries and damages alleged.

4 13. Plaintiff is unaware of the true names and capacities of the defendants sued as  
5 DOES 1 through 100 and therefore sues these defendants by fictitious names. DOES 1 through  
6 100 are each responsible in some way for the acts alleged in the Complaint. Plaintiff will seek  
7 leave to amend the Complaint to add such names and capacities when they have been ascertained.  
8 Plaintiff is informed and believes, and on that basis alleges, that DOES 1 through 100 have  
9 knowledge and/or notice of the conduct, transactions and/or occurrences that form the basis of  
10 Plaintiff's allegations herein.

#### 11 **JURISDICTION AND VENUE**

12 14. Jurisdiction is conferred on this Court over Defendants named herein as they are  
13 residents of the state of California and conduct business in the state of California. Jurisdiction is  
14 conferred on this Court as to all causes of action as they arise under state statutory or common  
15 law.

16 15. Venue is proper in this Court because Plaintiff was employed in this County,  
17 Defendants reside in this County and conduct business in this County, and a substantial part of the  
18 events and omissions giving rise to Plaintiff's causes of action occurred in this County.

19 16. The amount in controversy, exclusive of interest and costs, exceeds the  
20 jurisdictional minimum of this Court. Accordingly, this Court has jurisdiction over this case.

21 17. Plaintiff has fully complied with all prerequisites to jurisdiction in this Court,  
22 including exhaustion of administrative remedies.

#### 23 **GENERAL ALLEGATIONS**

24 18. In or around November 2014, Plaintiff met Gonzales when she interviewed for an  
25 executive assistant position at Fox. Gonzales was an executive director. At the time, Plaintiff was  
26 in her twenties while Gonzales was in his late thirties and/or early forties. He represented himself  
27 to be a powerful, well-connected executive.  
28

1           19.     Soon after Plaintiff was hired, Gonzales asked prying questions concerning  
2 Plaintiff's social and dating life. Gonzales would also touch her at every opportunity and invade  
3 her personal space even after she made it clear that she was not comfortable with his lack of  
4 boundaries. For example, he would lean over her when she was at her desk or would physically  
5 corner her if they were engaged in conversation. Gonzales went out of his way to place himself in  
6 Plaintiff's presence even when there was no business need for it. Gonzales was physically  
7 intimidating since he was approximately a foot taller than Plaintiff.

8           20.     Gonzales escalated his harassing behavior. In or around 2015, Gonzales began to  
9 incessantly ask Plaintiff to go on a date with him. His advances were unwanted, and she declined  
10 his requests. Gonzales would make sexual jokes, remarks, and comments to Plaintiff. For  
11 example, he referred to her as his wife and proclaimed that they were a married couple to other  
12 employees. Gonzales would often leer at Plaintiff and gaze at her body, up and down. Throughout  
13 this time, Gonzales would flirt with her, boast about his lifestyle and dating, and would often tell  
14 Plaintiff that she should date older men like him.

15           21.     Gonzales groomed Plaintiff by telling her that he cared about her career and was  
16 there to help her. Plaintiff believed Gonzales's lies because he had a close relationship with  
17 Plaintiff's direct supervisor and would often talk to Plaintiff's supervisor after harassing Plaintiff  
18 in her office. He tried to build trust with her by making comments to her like "no one else is like  
19 us." He would guilt her for saying no to his advances by reminding her that he knew many people  
20 in the entertainment industry and that he was a well-connected executive since he worked at Fox  
21 for his entire career. He would constantly remind her that she owed him for her success and told  
22 her that she would not be at Fox unless he hired her. He would tell her, "You're here because of  
23 me," and he would constantly ask her to socialize after work. To placate his requests, Plaintiff  
24 asked him if she could invite other people to socialize as well. In response, he would retaliate,  
25 stating that he would not give her any more career advice and/or that he would stop talking to her.

26           22.     Plaintiff was not Gonzales's first victim nor his last. Many employees, including  
27 those in management, were aware of his sexually harassing behaviors to women within the  
28 company and to others in the industry. In 2016, Plaintiff was warned by the coordinator prior to

1 the annual conference in Las Vegas to watch out for Gonzales. The coordinator warned her by  
2 saying, "I can feel it's going to be you this year." Management was incentivized to hide  
3 Gonzales's harassment because he generated valuable revenue as the Director of Distribution.  
4 Management did not escalate concerns to human resources and created an environment in which  
5 Gonzales was free to harass women with impunity. Women were discouraged to come forward  
6 about his behaviors because management seemingly accepted Gonzales conduct as being part of  
7 the entertainment industry and his firing would hurt the company financially.

8 23. In 2017, at a conference in Las Vegas, Gonzales and Plaintiff went with a group of  
9 employees and clients to a nightclub. There he tried to dance with Plaintiff which made her  
10 uncomfortable. Another woman attempted to intervene and get her away from him. Thereafter,  
11 the group left the nightclub to go gambling. At a craps table, Gonzales stood behind Plaintiff,  
12 grinding his pelvis into her back and caressing her neck. Afterwards, he walked Plaintiff to the  
13 elevator and begged her to have sex with him in her room. She declined his advances and was  
14 rattled by the experience. Plaintiff was scared and uncomfortable but did not know to whom to  
15 report Gonzales—management was already aware of Gonzales's lascivious nature, and he  
16 constantly reminded her that he was good friends with them.

17 24. After the Las Vegas conference in 2017, Gonzales's actions escalated. He would  
18 ask Plaintiff to go out to lunch during working hours. When she went to lunch, she felt  
19 bamboozled because he would flirt with her, touch her, and boast about women and partying. He  
20 would not talk about work. Gonzales's comments and touching became more aggressive and  
21 forceful as time progressed.

22 25. In August 2017, Gonzales heavily pressured Plaintiff to go to a bar to celebrate his  
23 promotion. She agreed to go with Gonzales because she was supposed to meet up with other co-  
24 workers around the same time. She told Gonzales that she would go, but only have one drink  
25 because she was going to meet with other co-workers. After they arrived at the bar, Gonzales  
26 became heavily intoxicated and pressured her into drinking more alcohol which caused Plaintiff  
27 to become disoriented. When Plaintiff walked outside the bar, Gonzales got into an argument  
28 with her because she wanted to leave. In fact, she had already called an Uber home and it had

1 arrived. While arguing with Plaintiff, Gonzales pushed her into an Uber/taxi that he had called  
2 and took her to his condo. By this time, Plaintiff was becoming increasingly intoxicated and  
3 alarmed by Gonzales's possessive and controlling behavior. While in the bathroom, Plaintiff  
4 texted a co-worker to pick her up. Gonzales poured Plaintiff a "tequila shot" and implored her to  
5 take it. She did not take the "tequila shot." Instead, she told him that an Uber was outside to take  
6 her home which angered him. She quickly left Gonzales's condo when her co-worker arrived.

7 26. The next day, Plaintiff asked Gonzales what happened the night before. He told  
8 her that they had sex and she left. After that day, Plaintiff's sense of self was shattered and  
9 Gonzales's manipulation and grooming of Plaintiff was complete.

10 27. For the next few months, Gonzales deceived Plaintiff into ingesting illicit drugs  
11 and encouraged Plaintiff to consume excessive amounts of alcohol so that he could sexually  
12 abuse her with limited resistance or questioning. Gonzales used his position of power and  
13 blackmail to force her to have sex with him. He made her believe that she needed to listen to him  
14 to keep her job. Gonzales took intimate photos and videos of Plaintiff without her consent and  
15 refused to delete them. He told her that she owed him for hiring her and strongly implied that if  
16 she did not agree to continue to have sex and party with him, he would publish intimate videos  
17 and photographs of her. He also deceived Plaintiff into ingesting unknown drugs under the guise  
18 that they were therapeutic medicines. Based on the symptoms she felt after ingesting the  
19 substances, Plaintiff believes she was forced to ingest ecstasy and gamma-hydroxybutyric acid  
20 ("GHB"). GHB is an illegal drug that is often used as a date rape drug. GHB acts as a nervous  
21 system depressant—a small dose can cause serious side effects or death. Gonzales gave Plaintiff  
22 these drugs which incapacitated her and then had sex with her while she was incapacitated. The  
23 aforementioned is only the tip of the iceberg with respect to Gonzales's revolting actions.

24 28. In or around May 2018, Plaintiff attempted to cut all contact with Gonzales. In  
25 retaliation, he told other employees that he had sex with her. Management level employees knew  
26 about the abuse. She believed that since other people knew about it and did nothing, complaining  
27 further would mean losing her job and reputation. In fact, in November 2018, Plaintiff  
28 complained to Disney's human resources about the sexual harassment and drugging, but to her

1 knowledge her complaints were not investigated or escalated. Plaintiff became depressed and  
2 suicidal. Gonzales continued to contact Plaintiff throughout the years. His contact with her was a  
3 continual reminder to her that if she disclosed what he did to her, he would release videos and  
4 photographs of her engaged in sexual acts. Gonzales also implied that he was well connected and  
5 that he could ruin her career. Gonzales last approached Plaintiff at a work conference in August  
6 2022.

7 29. By 2022, many people in management were aware of Gonzales's egregious  
8 conduct and what he did to Plaintiff. Plaintiff overheard a chairperson at Disney say that  
9 Gonzales was a pervert and that other women at the company felt the same way. Even though  
10 individuals in management were aware of Gonzales's conduct, they concealed their knowledge  
11 from human resources.

12 30. Gonzales made lascivious comments to other women at a conference in 2022,  
13 which was reported to management. On information and belief, at least three other women came  
14 forward to report Gonzales for sexual harassment. Gonzales "retired" from his position at Disney  
15 after these reports.

16 31. In late 2022, Plaintiff was interviewed numerous times by human resources  
17 concerning the sexual harassment and assaults that were perpetrated by Gonzales. Because of the  
18 investigation and her interactions with him at the 2022 conference, the mental stress and trauma  
19 she endured resurfaced. Plaintiff's anxiety, depression, and post-traumatic stress disorder became  
20 exacerbated, causing her to frequently cry at work. Plaintiff took a medical leave of absence on  
21 December 7, 2022, which ended on January 31, 2023. When Plaintiff was on medical leave,  
22 Plaintiff's peer manager covered her job role. This peer manager had less industry experience and  
23 was less tenured at Disney/Fox than Plaintiff.

24 32. In or around April 2023, Disney performed rolling layoffs in numerous  
25 departments. Disney used the rolling layoffs as an excuse to demote Plaintiff and to place her on a  
26 different team where she did not manage any direct reports. Previously, Plaintiff was a  
27 supervisory level employee who trained and directed three subordinates. Now, Plaintiff's  
28 essential job duties are much smaller in scope and are similar to duties she performed at Disney



1 ten years ago. Because of her demotion, Plaintiff's potential for upward mobility has been  
2 completely stunted. Even though the peer manager who had covered her during her medical leave  
3 was less experienced, he thereafter absorbed her team members and her job duties. An individual  
4 in management opined that maybe she would not have gotten demoted if she had not taken  
5 medical leave. Plaintiff was also demoted because she complained about her sexual assault. Since  
6 her demotion Plaintiff has faced heightened scrutiny at work by her managers. Plaintiff has a  
7 record of strong performance prior to engaging in protected activity. Thus, her sudden perceived  
8 failings at work by her managers is pretext for illegal retaliation and discrimination.

9 33. In or around July 2023, Plaintiff requested a reasonable accommodation related to  
10 her medical conditions and diagnosis. Plaintiff verbally asked human resources if she could have  
11 a private office so she could better focus. She informed human resources of her medical condition  
12 at that time. The human resources representative discouraged her from pursuing her request by  
13 stating that her request was not an official request and that if she put in a formal request, she  
14 would probably get moved back to the main office as opposed to working at the satellite office,  
15 which was closer to her home and supervisor. Plaintiff was discouraged from further discussing  
16 her requested accommodation which she never received.

17 34. The list of misconduct by Defendants in the above allegations is a partial list only  
18 and by way of example.

19 35. In light of the Sexual Abuse and Cover Up Accountability Act, California  
20 Assembly Bill 2777, Plaintiff is eager to vindicate her rights. She thus brings her claims, in part,  
21 pursuant to Code of Civil Procedure section 340.16(e), which provides that a claim for damages  
22 suffered as a result of a sexual assault that occurred on or after a plaintiff's eighteenth birthday  
23 otherwise barred may be filed between January 1, 2023, and December 31, 2023. December 31,  
24 2023, was a Sunday and January 1, 2024, was a Court holiday, thereby extending the deadline to  
25 file claims made pursuant to Code of Civil Procedure section 340.16(e) to January 2, 2024.  
26 Plaintiff's lawsuit complies with requirements of this code.

27  
28 **FIRST CAUSE OF ACTION**  
**SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940(j)**

**(Against all Defendants)**

36. Plaintiff refers to and herein incorporates Paragraphs 1 through 35, inclusive.

37. At all relevant times alleged herein, as an employee of Defendants, Plaintiff was entitled to the protections of Government Code § 12940(j).

38. At all relevant times alleged herein, Plaintiff was employed by Defendants.

39. At all relevant times alleged herein, Plaintiff was subjected to unwanted sexually harassing conduct by Gonzales, a “supervisor” at Defendants within the meaning of Government Code § 12926(t) in that he had the authority and/or responsibility to, among other things, promote, assign, discipline, or direct employees, or adjust their grievances, or effectively recommend that action, as described more fully in the foregoing paragraphs.

40. At all relevant times alleged herein, the harassing conduct was severe or pervasive, as described more fully in the foregoing.

41. At all relevant times alleged herein, a reasonable person in Plaintiff’s circumstances would have considered the work environment to be hostile or abusive.

42. At all relevant times alleged herein, Plaintiff actually considered the work environment to be hostile or abusive.

43. At all relevant times alleged herein, Gonzales engaged in harassing conduct with Defendants’ knowledge and consent.

44. As a proximate result of Defendants’ conduct, Plaintiff has suffered (and continues to suffer) substantial emotional distress injuries and other general (noneconomic) damages, in an amount according to proof.

45. Defendants’ conduct, as described above, was a substantial factor in causing Plaintiff’s harm.

46. In doing the acts alleged herein, Defendants intended to cause injury to Plaintiff and acted in willful, deliberate, and conscious disregard of Plaintiff’s rights under Government Code § 12940(j). As a proximate result of Defendants’ wrongful acts described above, Plaintiff is entitled to recover punitive damages against Defendants, and each of them, in an amount according to proof.

1           47. Pursuant to Government Code § 12965(b), Plaintiff is entitled to recover their  
2 attorney's fees and costs of suit.

3  
4                           **SECOND CAUSE OF ACTION**  
5                           **SEXUAL ASSAULT AND/OR BATTERY**  
6                           **(Against all Defendants)**

7           48. Plaintiff refers to and herein incorporates Paragraphs 1 through 47, inclusive.

8           49. As alleged herein, Gonzales willfully committed harmful and/or offensive contacts  
9 with Plaintiff's body which constitutes assault and/or battery to their persons.

10          50. At all times herein, Gonzales was acting as the agent of the remaining Defendants  
11 within the course and scope of his employment. Furthermore, Defendants knew or should have  
12 known of the ongoing unlawful conduct. Gonzales intentionally subjected Plaintiff to repeated  
13 acts of sexual assault and battery, including but not limited to non-consensual acts of touching,  
14 kissing, and fondling of Plaintiff's genitals and/or breasts, and non-consensual penetrative sex.  
15 Gonzales also drugged Plaintiff with illicit drugs without her consent or knowledge in order to  
16 abuse her. Through these actions, Gonzales intended to cause harmful or offensive contact with  
17 Plaintiff's person and/or intended to put Plaintiff in imminent apprehension of such contact.  
18 These incidents of sexual assault and battery occurred while Plaintiff was in a professional,  
19 business, and/or employer-employee relationship, whether directly or indirectly, with all  
20 Defendants.

21          51. Gonzales did the aforementioned acts with the intent to cause a harmful or  
22 offensive contact with an intimate part of Plaintiff's person that would offend a reasonable sense  
23 of personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate  
24 part of Plaintiff's person that would offend a reasonable sense of personal dignity. As a direct,  
25 legal, and foreseeable result of the wrongful acts of Defendants, Plaintiff has suffered  
26 humiliation, emotional distress, and mental pain and anguish, all to their damage in in an amount  
27 according to proof at the time of trial.

28          52. The conduct of Defendants and/or their agents/employees and described herein  
was willful, malicious, oppressive, and done with a willful and conscious disregard for Plaintiff's

1 rights. Defendants and each of them and/or their agents/employees or supervisors authorized,  
2 condoned and ratified the unlawful conduct of each other.

3 53. Defendants had actual knowledge of Gonzales's conduct, yet Defendants did  
4 nothing to investigate, supervise, or monitor Gonzales to ensure the safety of their employees,  
5 agents, or those subordinate to Gonzales in his capacity an executive at Fox and Disney.

6 54. Defendants ratified and/or authorized Gonzales's sexual assault and battery of  
7 Plaintiff by (1) failing to discharge, dismiss, discipline, suspend, and/or supervise Gonzales after  
8 receiving notice that Gonzales had sexually assaulted Plaintiff; (2) placing Gonzales in and  
9 allowing him to create a workplace environment where he could supervise and control the  
10 conduct of Plaintiff and other employees and/or agents; (3) actively shielding Gonzales from  
11 responsibility for his sexual assaults of Plaintiff; (4) failing to inform, or concealing from, law  
12 enforcement officials the fact the Defendants knew or had reason to know that Gonzales may  
13 have sexually assaulted Plaintiff; (5) failing to take steps to timely remove Gonzales from  
14 Defendant's employ so as to prevent him from using the authority bestowed upon him by  
15 Defendants to gain access to Plaintiff and sexually assault her; and (6) failing to take reasonable  
16 steps, and to implement reasonable safeguards and/or policies to avoid acts of unlawful sexual  
17 misconduct by Gonzales.

18 55. In committing the acts herein alleged, Gonzales committed sexual battery against  
19 Plaintiff in violation of Civil Code section 1708.5, which acts were ratified and/or authorized by  
20 Defendants. In committing the acts herein alleged, Defendants violated Plaintiff's right, pursuant  
21 to Civil Code section 43, of protection from bodily restraint or harm, and from personal insult. In  
22 committing the acts herein alleged, Defendants violated their duty, pursuant to Civil Code section  
23 1708, to abstain from injuring Plaintiff's persons or infringing upon her rights.

24 56. As a direct and proximate result of the conduct of Defendants, individually,  
25 jointly, and/or severally, Plaintiff has suffered severe emotional distress, emotional anguish, fear,  
26 anxiety, humiliation, embarrassment, and other physical and emotional injuries, and damages  
27 (economic and noneconomic). The injuries suffered by Plaintiff are substantial, continuing, and  
28 permanent.

1           57. At all times herein, the aforementioned acts of oppression, fraud or malice were  
2 authorized or ratified with advance knowledge and conscious disregard by Defendants.  
3 Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.  
4

5  
6                                   **THIRD CAUSE OF ACTION**  
7           **FAILURE TO INVESTIGATE AND PREVENT SEXUAL HARASSMENT IN**  
8           **VIOLATION OF GOV. CODE § 12940(K)**  
9           **(Against Fox, Disney, and Does 1-100)**

10           58. Plaintiff refers to and herein incorporates Paragraphs 1 through 57, inclusive.

11           59. At all relevant times alleged herein, as an employee of Defendants, Plaintiff was  
12 entitled to the protections of Government Code § 12940(k).

13           60. At all relevant times alleged herein, Plaintiff was subjected to unlawful sexual  
14 harassment by Gonzales in the course of her employment, as described more fully above.

15           61. At all relevant times alleged herein, Defendants failed to take all reasonable steps  
16 to prevent the unlawful harassment against Plaintiff.

17           62. As a proximate result of Defendants' conduct, Plaintiff has suffered (and continue  
18 to suffer) substantial emotional distress injuries and other, general (noneconomic) damages, in an  
19 amount according to proof.

20           63. Defendants' failure to take reasonable steps to prevent the unlawful harassment  
21 against Plaintiff was a substantial factor in causing Plaintiff's harm.

22           64. In doing the acts alleged herein, Defendants intended to cause injury to Plaintiff  
23 and acted in willful, deliberate, and conscious disregard of Plaintiff's rights under Government  
24 Code § 12940(k). As a proximate result of Defendants' wrongful acts described above, Plaintiff is  
25 entitled to recover punitive damages against Defendants, and each of them, in an amount  
26 according to proof.

27           65. Pursuant to Government Code § 12965(b), Plaintiff is entitled to recover their  
28 attorney's fees and costs of suit.

**FOURTH CAUSE OF ACTION**

**VIOLATION OF GOV. CODE § 12940(h)  
(Retaliation-Gov. Code § 12940(h))  
(Against Fox, Disney, and Does 1-100)**

66. Plaintiff refers to and herein incorporates Paragraphs 1 through 65, inclusive.

67. Government Code § 12940(h) prohibits any employer or person from discharging or otherwise discriminating against any person because that person has opposed any practice forbidden under the FEHA. Code § 12940(h). It is also unlawful to retaliate or otherwise discriminate against a person for requesting an accommodation for disability, regardless of whether the request was granted.

68. Plaintiff opposed, reported, and/or complained about the sexual harassment perpetrated by Gonzales against herself and others.

69. Plaintiff also requested accommodation, including leave, for her disabilities related to the stress, anxiety, and depression, and PTSD that stemmed from Defendants' illegal conduct.

70. Nevertheless, Defendants subjected Plaintiff to adverse employment actions, including but not limited to demotion and disparate treatment.

71. As a proximate result of Defendants' conduct, Plaintiff has suffered (and continues to suffer) substantial economic and non-economic injuries/damages, including, but not limited to: lost wages (past and future) and other employment benefits, in an amount according to proof.

72. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

73. In doing the acts alleged herein, Defendants intended to cause injury to Plaintiff and acted in willful, deliberate, and conscious disregard of Plaintiff's rights under Government Code § 12940(h). As a proximate result of Defendants' wrongful acts described above, Plaintiff is entitled to recover punitive damages against Defendants, and each of them, in an amount according to proof.

74. Pursuant to Government Code § 12965(b), Plaintiff is entitled to recover their attorney's fees and costs of suit.

**FIFTH CAUSE OF ACTION**

**VIOLATION OF LABOR CODE § 1102.5**  
**(Retaliation-Labor Code §1102.5)**  
**(Against Fox, Disney, and Does 1-100)**

75. Plaintiff refers to and herein incorporates Paragraphs 1 through 74, inclusive.

76. Defendants subjected Plaintiff to adverse employment actions, including but not limited to demotion and disparate treatment because she reported sexual harassment to her employers which they had reasonable cause to believe constituted a violation of state or federal law.

77. Defendants' conduct as alleged above constituted unlawful retaliation in employment on account of Plaintiff's protected activity in violation of California Labor Code § 1102.5 et seq.

78. The actions of Defendants, as described in this Complaint, constitute unlawful retaliation against employees for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with state or federal rule or regulation.

79. At all times pertinent herein, and during Plaintiff's employment with Defendants, Defendants were aware that Defendants were in violation of the FEHA when Gonzales continually sexually harassed her.

80. Instead of taking the appropriate corrective action—for example, immediately rectifying the situation when they first became aware of it—Defendants chose to retaliate against Plaintiff.

81. As a result of Defendants' conduct, Plaintiff has suffered damages.

82. As a proximate result of Defendants' conduct, Plaintiff has suffered (and continues to suffer) substantial economic injuries/damages, including, but not limited to: lost wages (past and future) and other employment benefits, in an amount according to proof.

83. As a proximate result of Defendants' conduct, Plaintiff has suffered (and continues to suffer) substantial emotional distress injuries and other, general (noneconomic) damages, in an amount according to proof.

84. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, entitling Plaintiff to punitive damages against Defendants.

85. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, et seq., Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

**SIXTH CAUSE OF ACTION**  
**FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF**  
**FEHA**  
**(Against Fox, Disney, and Does 1-100)**

86. Plaintiff refers to and herein incorporates Paragraphs 1 through 85, inclusive.

87. At all times herein mentioned, FEHA, Government Code section I2940(a), (i), (m), and (n), was in full force and effect and was binding on Defendants. This statute requires Defendants to provide reasonable accommodations to known disabled employees. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in full compliance with administrative requirements, and received a right-to-sue letter.

88. Defendants wholly failed to attempt any reasonable accommodation of Plaintiff's known disabilities. Defendants used Plaintiff's disabilities and her need for accommodation as an excuse for subjecting Plaintiff to adverse employment action.

89. Plaintiff believes and, on that basis, alleges that her disabilities and the need to accommodate their disabilities were substantial motivating factors in Defendants' decision to subject Plaintiff to adverse employment actions.

90. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has sustained and continue to sustain substantial losses of earnings and other employment benefits.

91. As a proximate result of Defendants' willful, knowing, and intentional misconduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.



1           92.     Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
2 Pursuant to Government Code section 12965(b ), Plaintiff is entitled to recover reasonable  
3 attorneys' fees and costs (including expert costs) in an amount according to proof.

4           93.     Defendants' misconduct was committed intentionally, in a malicious, despicable,  
5 oppressive manner, entitling Plaintiff to punitive damages against Defendants.

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7                               **SEVENTH CAUSE OF ACTION**  
8                               **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**  
9                               **(Against Fox, Disney, and Does 1-100)**

10           94.     Plaintiff refers to and herein incorporates Paragraphs 1 through 93, inclusive.

11           95.     Defendants' conduct, as alleged, violated the FEHA, Cal. Govt. Code Sections  
12 12900 et seq. Defendants committed unlawful employment practices, including, without  
13 limitation, the following: failing to engage in a timely, good faith interactive process to determine  
14 reasonable accommodation, in violation of Cal. Govt. Code Section 12940(n).

15           96.     As a proximate result of Defendants' willful, knowing, and intentional  
16 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses  
17 of earnings and other employment benefits.

18           97.     As a proximate result of Defendants' willful, knowing, and intentional  
19 discrimination against Plaintiff, Plaintiff has suffered and continue to suffer humiliation,  
20 emotional distress, and physical and mental pain and anguish, all to her damage in a sum  
21 according to proof.

22           98.     Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
23 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek  
24 leave of court to amend this Complaint when the amounts are fully known.

25           99.     Defendants' misconduct was committed intentionally, in a malicious, despicable,  
26 oppressive and fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

27                               **EIGHTH CAUSE OF ACTION**  
28                               **VIOLATION OF GOV. CODE § 12940(a)**  
                              **(Disability Discrimination)**  
                              **(Against Fox, Disney, and Does 1-100)**

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100. Plaintiff refers to and herein incorporates Paragraphs 1 through 99, inclusive.

101. Defendants are employers in the State of California, as defined in the California Fair Employment and Housing Act (“FEHA”). Defendants, and each of them, acted as agents, directly or indirectly, of other Defendants violating the FEHA and were therefore also employers in the State of California, as defined in the California Fair Employment and Housing Act (“FEHA”).

102. The FEHA prohibits an employer from discriminating against an individual based on actual or perceived disability. Gov. Code § 12940(a).

103. Nevertheless as set forth above, Defendants discriminated against Plaintiff because of her actual or perceived disabilities.

104. As a result of Defendants’ conduct, Plaintiff has suffered damages.

105. Defendants’ actions towards Plaintiff were committed or ratified by Defendants, and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages

**NINTH CAUSE OF ACTION**  
**NEGLIGENCE**  
**(Against All Defendants)**

106. Plaintiff refers to and herein incorporates Paragraphs 1 through 105, inclusive.

107. Defendants had a duty to protect employees such as Plaintiff. Defendants were required but failed to provide adequate supervision and to be properly vigilant in ensuring that such supervision was sufficient to ensure the safety of Plaintiff and others similarly situated.

108. Defendants had a duty to and failed to adequately train and supervise all employees on sexual harassment and/or assault, and/or to implement any procedures or complaint process for employees to report or seek refuge from sexual harassment and/or assault.

109. At all relevant times herein Gonzales, while in the course and scope of his position as an executive at Fox and Disney, intended to cause harmful or offensive contact with intimate

1 parts of Plaintiff, acted to cause Plaintiff to be in imminent apprehension of such sexually harmful  
2 or offensive contact, and sexually offensive contact with Plaintiff directly and indirectly resulted  
3 therefrom.

4 110. Defendants knew or should have known that Gonzales's conduct, as outlined  
5 above, was sexual in nature and/or could be interpreted to be sexual in nature such that the  
6 conduct had a substantial likelihood of causing harm to Plaintiff.

7 111. Defendants knew or should have known of Gonzales's propensity to engage in and  
8 history of engaging in sexual misconduct, along with harassing and inappropriate behavior.

9 112. Defendants owed Plaintiff a duty to reasonably identify, remove, and/or report to  
10 law enforcement authorities and/or to government agencies individuals who it knew, or should  
11 have known, were sexual predators in its service and employ. Defendants owed Plaintiff a duty to  
12 control the acts of their agents, servants, and/or employees. Defendants breached these duties.

13 113. Defendants owed Plaintiff a duty to provide an environment that was free from  
14 sexual touching, sexual harassment, and sexual assault. Defendants breached this duty of care.

15 114. As a direct and proximate result of Defendants' multiple and continuous breaches,  
16 Plaintiff has suffered severe emotional distress, emotional anguish, fear, anxiety, humiliation,  
17 embarrassment, and other physical and emotional injuries, and damages (economic and  
18 noneconomic). The injuries suffered by Plaintiff are substantial, continuing, and permanent.

19 **TENTH CAUSE OF ACTION**  
20 **FAILURE TO TIMELY PROVIDE EMPLOYMENT RECORDS**  
21 **Against Disney**

22 115. Plaintiff refers to and herein incorporates Paragraphs 1 through 114, inclusive.

23 116. Employers in California are required to "maintain a copy of each employee's  
24 personnel records" and make a current or former "employee's personnel records available for  
25 inspection, and if requested by the employee or his or her representative, provide a copy thereof."  
26 Labor Code § 1198.5(c)(1)-(3). "Every current and former employee, or his or representative, has  
27 the right to inspect and receive a copy of the personnel records that the employer maintains  
28 relating to the employee's performance or to any grievance concerning the employee." Labor  
Code § 1198.5(a).

117. Employers are required to make the contents of those personnel records available for inspection, at reasonable intervals and at reasonable times, but no later than 30 days from the date the employer receives a written request.” Labor Code § 1198.5(b)(1). If the employer fails to comply with the request within the allowed time, the employee can recover a \$750 penalty from the employer.

118. Further, pursuant to Labor Code §§ 226(b) and (c), employers are required to provide an employee access to inspect or copy all of the employee's payroll records within 21 days of an oral or written request. If the employer fails to comply with the request within the allowed time, the employee can recover a \$750 penalty from the employer.

119. On September 11, 2023, Plaintiff requested her personnel and payroll records via written request sent by regular mail. On November 10, 2023, Plaintiff sent a follow up request for the same records. Defendants produced records to Plaintiff on November 17, 2023, more than 30 days after Plaintiff's original request. Defendants have violated Labor Code §§ 1198.5 and 226 by failing to provide employee personnel records and payroll records within the time periods allowed per statute. As a result, Plaintiff is entitled to recover penalties pursuant to Labor Code §§ 226 and 1198.5.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows.

120. For general and special damages according to proof;

121. For exemplary damages according to proof;

122. For pre-judgment and post-judgment interest on all damages awarded;

123. For statutory damages;

124. For reasonable attorneys' fees;

125. For declaratory relief;

126. For costs of suit incurred;

127. For such other and further relief as the Court may deem just and proper.

1 **REQUEST FOR JURY TRIAL.**

2 DATED: January 2, 2024

THE LAW OFFICE OF LIEN M. NGUYEN

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4 By:

  
LIEN M. NGUYEN

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6 Attorney for Plaintiff  
7 Jane Doe  
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