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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ASTA JONASSON, an individual,

Plaintiff,

v.

THE WALT DISNEY COMPANY, a
California corporation; ABC SIGNATURE,
LLC dba ABC STUDIOS, a California limited
liability company; INTERNATIONAL
FAMOUS PLAYERS RADIO PICTURE
CORPORATION, a California corporation;
JOHN RIDLEY IV, an individual; and DOES
1 to 20, inclusive,

Defendants.

Case No.: 24STCV08350

COMPLAINT FOR DAMAGES

- (1) **Discrimination in Violation of the FEHA;**
- (2) **Retaliation in Violation of the FEHA;**
- (3) **Failure to Prevent Discrimination and Retaliation in Violation of the FEHA;**
- (4) **Violation of Equal Pay Act;**
- (5) **Retaliation in Violation of Labor Code § 1102.5;**
- (6) **Retaliation in Violation of Labor Code § 98.6;**
- (7) **Wrongful Termination in Violation of Public Policy;**
- (8) **Negligent Supervision and Retention; and**
- (9) **Intentional Infliction of Emotional Distress.**

DEMAND FOR JURY TRIAL

1 Plaintiff Asta Jonasson (“Plaintiff” or “Ms. Jonasson”) brings this action against defendants
2 The Walt Disney Company, ABC Signature, LLC dba ABC Studios, International Famous Players
3 Radio Picture Corporation, John Ridley IV, and Does 1 through 20, and alleges as follows:

4 **NATURE OF THE ACTION**

5 1. Ms. Jonasson is an experienced and dedicated television and film professional, who
6 in 2011, was hired to work with The Walt Disney Company. Thereafter, in or around 2014, ABC
7 Signature, LLC dba ABC Studios and The Walt Disney Company (hereafter collectively, “ABC”)
8 began to employ John Ridley IV (“Ridley”) and International Famous Players Radio Picture
9 Corporation (“IFPRPC”). Around this time, ABC assigned Jonasson to work under Ridley and
10 IFPRPC. Studios like ABC often attempt to structure such employment relationships so that
11 employees like Jonasson are viewed as employees only of those like Ridley and IFPRPC, in order
12 to deprive their employees of certain rights and limit the entities’ exposure to liability. However,
13 ABC very much retained control over the day-to-day of Jonasson’s employment during her time
14 with Ridley and IFPRPC and therefore employed Jonasson throughout her time with Ridley and
15 IFPRPC.

16 2. Throughout Ms. Jonasson’s assignment under Ridley and IFPRPC, her salary went
17 unchanged, and did not match pay scales for the position she was performing. In fact, Ridley failed
18 to offer Jonasson a salary commensurate with the role for which she was qualified and already
19 performing. Instead Ridley offered a development position with a higher salary to a white male,
20 who ultimately did not take on the role. Thereafter, Jonasson continued to perform her job
21 functions, including those of development, for her lower salary. On multiple occasions, Jonasson
22 complained to Ridley about the hypocrisy of his public positions on civil rights and his private
23 failure to pay Jonasson, a woman of color, commensurate with her skill, effort, and responsibility.
24 Ridley’s hypocrisy continues to this day, with the premiere of his film “Shirley,” a biographical
25 film based on the life of Shirley Chisholm: the first black woman to be elected to the United States
26 Congress and a vocal proponent of equal pay and women’s rights.

27 3. Jonasson also complained to ABC about this unlawful discrimination, but ABC
28 failed to take any remedial action. In 2021, ABC and Ridley/IFPRPC hired Shannon Rhoades, a

1 white woman, to perform tasks that Jonasson was already performing, but for substantially more
2 money. Jonasson reiterated her complaints of discrimination. In response, her employment was
3 summarily and wrongfully terminated by ABC and Ridley/IFPRPC.

4 4. After over a decade of being taken advantage of by men in positions of power in
5 Hollywood and the major media organizations that enable and protect them, Jonasson now seeks to
6 stand up for herself and countless others in Hollywood who, without bargaining power and in the
7 face of systemic discrimination, are taken advantage of and left working long hours for low wages
8 and little to no credit.

9 **PARTIES**

10 5. *Plaintiff*: Plaintiff is an adult female and, at all times mentioned in this Complaint,
11 was a resident of the state of California.

12 6. *Entity Defendants*:

13 a. On information and belief, The Walt Disney Company was, and at all times
14 mentioned in this Complaint, authorized to operate by the State of California and the United States
15 government and authorized and qualified to do business in the County of Los Angeles. On further
16 information and belief, The Walt Disney Company was formed in California, and has its California
17 office at 500 S Buena Vista Street, Burbank, California 91521.

18 b. On information and belief, ABC Signature, LLC dba ABC Studios was, and
19 at all times mentioned in this Complaint, authorized to operate by the State of California and the
20 United States government and authorized and qualified to do business in the County of Los
21 Angeles. On information and belief, ABC Signature, LLC dba ABC Studios was formed in
22 California, and has its California office at 500 S Buena Vista Street, Burbank, California 91521.

23 c. On information and belief, International Famous Players Radio Picture
24 Corporation (“IFPRPC”) was, and at all times mentioned in this Complaint, authorized to operate
25 by the State of California and the United States government and authorized and qualified to do
26 business in the County of Los Angeles. On further information and belief, IFPRPC was formed in
27 1994 in California, and has its California office at 12100 Wilshire Boulevard, Suite 260, Los
28 Angeles California 90025.

1 d. ABC Studios, The Walt Disney Company, IFPRPC, and Does 1-10 will be
2 hereafter referred to as “Entity Defendants.”

3 7. *Individual Defendants:*

4 a. Defendant John Ridley IV (“Ridley”) is an individual and, on information
5 and belief, a resident of Los Angeles County, and at all times mentioned in this Complaint, was a
6 supervisor with and/or officer or director of IFPRPC. On information and belief, at all times
7 relevant in this Complaint, Ridley employed more than 5 employees, including those employees
8 working for entities that are alter-egos of himself, such as IFPRPC and No Studios.

9 b. Ridley and Does 11-20 will be hereafter referred to as “Individual
10 Defendants.”

11 8. *Doe Defendants:* Plaintiff is ignorant of the true names and capacities of the
12 defendants sued herein as Does 1 through 20, inclusive, and therefore sues these defendants by
13 fictitious names pursuant to section 474 of the California Code of Civil Procedure. Plaintiff will
14 amend her complaint to allege the true names and capacities of the fictitiously named defendants as
15 soon as they are ascertained. Plaintiff believes that each of these fictitiously named defendants is
16 responsible in some manner for the acts or omissions alleged herein and that Plaintiff’s injuries and
17 damages were proximately caused by the acts or omissions of these defendants.

18 9. *Relationship of Defendants:* On information and belief, all Defendants compelled,
19 coerced, aided, and/or abetted the discrimination, retaliation, and harassment alleged in this
20 Complaint, which conduct is prohibited under section 12940, subdivision (i) of the Government
21 Code. All Defendants were responsible for the events and damages alleged herein, including on the
22 following bases: (a) Defendants committed the acts alleged; (b) at all relevant times, one or more of
23 the Defendants was the agent or employee, and/or acted under the control or supervision, of one or
24 more of the remaining Defendants and, in committing the acts alleged, acted within the course and
25 scope of such agency and employment and/or is or are otherwise liable for Plaintiff’s damages; (c)
26 at all relevant times, there existed a unity of ownership and interest between or among two or more
27 of the Defendants such that any individuality and separateness between or among those Defendants
28 has ceased; (d) Defendants were the successors-in-interest and/or alter egos of the other Defendants

1 in that they purchased, controlled, dominated and operated each other without any separate identity,
2 observation of formalities, or any other separateness. Adherence to the fiction of the separate
3 existence of Defendants would permit abuse of the corporate privilege and would perpetuate a
4 fraud and injustice. All actions of all Defendants were taken by employees, supervisors, executives,
5 officers, and directors during employment with all Defendants, were taken on behalf of all
6 Defendants, and were engaged in, authorized, ratified, and approved of by all other Defendants.
7 Consequently, each Defendant is jointly and severally liable to Plaintiff for the damages sustained
8 as a proximate result of his, her, or its conduct. Each of the Defendants proximately caused the
9 injuries and damages alleged.

10 10. Defendants directly and indirectly employed Plaintiff, as defined in the Fair
11 Employment and Housing Act (“FEHA”) at section 12926, subdivision (d) of the Government
12 Code.

13 11. In addition, Defendants compelled, coerced, aided, and abetted the discrimination,
14 which is prohibited under section 12940, subdivision (i) of the Government Code.

15 12. Finally, at all relevant times mentioned herein, all Defendants acted as agents of all
16 other Defendants in committing the acts alleged herein.

17 13. Whenever reference is made to “Defendants” in this Complaint, such allegation
18 shall be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

19 **VENUE**

20 14. Under the California Fair Employment and Housing Act, this case can, at Plaintiff’s
21 choice, be filed:

22 in any county in the state in which the unlawful practice is alleged to have
23 been committed, in the county in which the records relevant to the practice
24 are maintained and administered, or in the county in which the aggrieved
25 person would have worked or would have had access to the public
accommodation but for the alleged unlawful practice, but if the defendant is
not found within any of these counties, an action may be brought within the
county of the defendant’s residence or principal office.

26 (Gov. Code, § 12965, subd. (c)(3).)

27 15. Here, had Defendants not wrongfully terminated her employment, Plaintiff would
28 have continued her work based in Los Angeles County. Further, the unlawful practices are alleged

1 to have been committed in the Los Angeles County. Finally, multiple Defendants' principal offices
2 are located in Los Angeles County.

3 16. The FEHA venue statute affords a wide choice of venue to persons who bring
4 actions under the FEHA. (*Brown v. Superior Court* (1984) 37 Cal.3d 477, 486-87.) "[T]he special
5 provisions of the FEHA venue statute control in cases involving FEHA claims joined with non-
6 FEHA claims arising from the same facts." (*Id.* at 487.)

7 **GENERAL FACTUAL ALLEGATIONS**

8 17. *Plaintiff's hiring*: In or around 2014, ABC began to employ John Ridley and
9 IFPRPC. Around this time, ABC assigned Jonasson to work under Ridley and IFPRPC. When
10 Jonasson began working with IFPRPC and Ridley, Jonasson continued to receive her earned wages
11 directly from ABC.

12 18. *Plaintiff's protected status and activity*:

- 13 a. Plaintiff is female.
14 b. Plaintiff is multi-racial, including origin from China.
15 c. On multiple occasions, Plaintiff complained to Defendants regarding
16 discrimination and violations of the Equal Pay Act.

17 19. *Plaintiff's employment status*: As set forth below, Defendants terminated Plaintiff's
18 employment on or about May 25, 2022.

19 20. In or around September of 2014, Jonasson was performing tasks that befit her title at
20 IFPRPC: Director of Development. Jonasson performed these tasks for the benefit and under the
21 control of ABC, IFPRPC, and Ridley. For example, Jonasson repeatedly worked under the
22 supervision of and in collaboration with ABC personnel. Also, IFPRPC's office was located on
23 ABC's lot in Burbank, California.

24 21. On or about January 6, 2016, ABC issued a trade release that it had extended its deal
25 with Ridley and IFPRPC for an additional three year term, providing Disney and its related entities
26 the first-look for any feature film project Ridley develops or writes during the term. The
27 announcement included that Ridley would expand his company, including hiring a dedicated
28 development executive, *i.e.*, the role Jonasson was already performing with the title of Director of

1 Development. In response, Jonasson advocated to Ridley for equal pay. Specifically, Jonasson
2 requested that Ridley compensate her for her work as the development executive. Ridley rejected
3 the request.

4 22. To her knowledge, ABC never attempted to investigate or remedy these complaints.
5 Instead, in or around 2016, Ridley offered a development position with a higher salary to a white
6 male, who ultimately did not take on the role. Thereafter, Jonasson continued to perform her job
7 functions, including those of development, for her lower salary. On information and belief, Ridley
8 did not continue to search for a development executive as Jonasson was already performing the role
9 without commensurate pay.

10 23. In February 2016, Jonasson complained to Ridley that his producing partner,
11 Michael McDonald, had called her a “bitch” twice and demanded the behavior to end. The only
12 response from Ridley was to dismissively ask if McDonald was joking. Ridley told Jonasson that
13 he would not be taking any steps to address the sexist comments. Ridley never investigated the
14 complaint or confronted McDonald. Ridley’s actions clearly expressed that complaints of
15 harassment and discrimination would not be taken seriously.

16 24. In or around 2016, Jonasson made a verbal complaint to Ridley that he was not
17 providing her with equal opportunities like he was for men. Specifically, Jonasson complained to
18 Ridley that he was not fulfilling his prior promises to provide her with producing opportunities,
19 freelance scripts, or writing room advancement. For example, Ridley had recently hired a male
20 assistant in Texas as a co-producer on American Crime, when Jonasson had already been
21 performing producing duties on the prior season of American Crime.

22 25. As early as May 2019, Jonasson made another verbal complaint to Ridley about the
23 failure to pay her commensurate to her skill, effort, and responsibility, in relation to industry pay
24 scales at the time and in comparison with a known white male comparator at ABC. Jonasson
25 provided Ridley with a list of her job duties, an exemplar industry pay scale, and data about the
26 white male comparator. Jonasson is a woman of color and told Ridley that he should live the
27 values he professed publicly, which advocate for equal pay for women and people of color. Most
28 recently, Ridley is credited for writing and directing the movie, “Shirley,” a biographical film based

1 on the life of Shirley Chisholm, a woman of color and the first black woman to be elected to the
2 United States Congress, and a vocal proponent of equal pay and women's rights. In reaction to
3 Jonasson's complaint of unlawful discrimination, Ridley expressed anger and dismissed her
4 concerns. When Jonasson again inquired as to the reason why Ridley failed to provide her with
5 previously promised career opportunities, Ridley responded that if he had allowed her to work on a
6 freelance script that Jonasson "would have left" him. It was clear that Ridley deeply valued
7 Jonasson's work and contributions, and sought to jeopardize her career to keep her working for him
8 for unequal pay.

9 26. Around this same time, in approximately 2020 or 2021, Jonasson learned that Apple
10 TV had expressed concern that Ridley was only hiring white men as department heads for
11 production of "Five Days at Memorial." Ridley's response was to state, "They have me," *i.e.*, a
12 black male in a prominent position. Ridley's dismissive response exemplified his hostility toward
13 women and other minorities taking positions of leadership.

14 27. In or around March 2021, Jonasson reached out to the Studio Talent Administrator
15 Coordinator at ABC to request ABC's Human Resources contact information, and this Coordinator
16 failed to provide any such contact information. Jonasson also reached out to a member of the
17 Creative Talent Development and Inclusion Team at Disney to complain about her pay and request
18 direction to human resources. However, this same employee failed to provide any human resources
19 contact information or other assistance to Jonasson.

20 28. In or around April 2021, Defendants hired Shannon Rhoades, a Caucasian female, to
21 the role as Creative Executive of IFPRPC, a role that Jonasson had been performing for years, and
22 paid Rhoades substantially more than Jonasson had received for her work. Given that Rhoades had
23 no work experience in film or television, Jonasson was thereafter expected to teach Rhoades how to
24 perform the tasks of the position, and Jonasson performed the same while Rhoades got up to speed.

25 29. In early April 2022, Jonasson again verbally complained to Ridley about unequal
26 pay, his hiring of a white woman with no television or film experience, and his abject failure to
27 remedy the issue or take her complaints seriously. Again, Ridley was dismissive of Jonasson's
28 complaints.

1 30. Accordingly, Jonasson complained in writing to Ridley, in effect, about her
2 disparate treatment and workplace harassment on the basis of her gender, race, color, and national
3 origin. Jonasson's written complaint echoed her prior verbal complaints to Ridley. In particular,
4 Jonasson's pay had not been raised since 2014, despite excellent performance and gradually taking
5 on more and more responsibility. In fact, in 2021, Jonasson's salary effectively fell under the
6 minimum amount permitted to qualify as an overtime-exempt employee.

7 31. On or about May 25, 2022, less than 90 days after her protected complaint,
8 Defendants terminated Jonasson's employment in retaliation for her complaints and in
9 discrimination on the bases of her gender, race, color, and national origin.

10 32. *Exhaustion of administrative remedies:* Prior to filing this action, Plaintiff
11 exhausted her administrative remedies by filing a timely administrative complaint with the
12 California Civil Rights Department ("CCRD") and received a CCRD right-to-sue letter.

13 **FIRST CAUSE OF ACTION**

14 **Discrimination in Violation of the FEHA**

15 **(Government Code § 12940(a))**

16 **(Against Defendants)**

17 33. The allegations set forth in preceding paragraphs are re-alleged and incorporated
18 herein by reference.

19 34. At all times herein mentioned, FEHA, Government Code section 12900, *et seq.*,
20 was in full force and effect and was binding on Defendants. This statute requires Defendants to
21 refrain from discriminating against any employee on the basis of a protected class or classes, e.g.,
22 the employee's sex/gender, race, color, and national origin.

23 35. Plaintiff's characteristics protected by FEHA, Government Code section 12900, *et*
24 *seq.*, were substantial motivating reasons in Defendants' decision to terminate Plaintiff's
25 employment, not to retain, hire, or otherwise employ Plaintiff in any position, and/or to take other
26 adverse employment actions against Plaintiff.

27 36. As a proximate result of Defendants' willful, knowing, and intentional
28 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses

1 of earnings and other employment benefits.

2 37. As a proximate result of Defendants' willful, knowing, and intentional
3 discrimination against Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
4 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
5 according to proof.

6 38. The acts of Defendants alleged herein were undertaken with the intent to injure
7 Plaintiff, or with a willful and conscious disregard of her rights, and constitute oppressive, and
8 malicious conduct. As a result, Plaintiff is entitled to an award of punitive and exemplary damages.

9 39. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
10 Pursuant to section 12965, subdivision (c)(6) of the Government Code, Plaintiff is entitled to
11 recover reasonable attorneys' fees and costs in an amount according to proof.

12 **SECOND CAUSE OF ACTION**

13 **Retaliation in Violation of the FEHA**

14 **(Government Code § 12940(h))**

15 **(Against Defendants)**

16 40. The allegations set forth in preceding paragraphs are re-alleged and incorporated
17 herein by reference.

18 41. At all times herein mentioned, FEHA, Government Code section 12900, *et seq.*,
19 was in full force and effect and was binding on Defendants. This statute requires Defendants to
20 refrain from retaliating against any employee making complaints or opposing discrimination,
21 harassment, or retaliation, or otherwise engaging in activity protected by the FEHA, including for
22 seeking to exercise rights guaranteed under FEHA and opposing Defendants' failure to provide
23 rights.

24 42. Plaintiff's seeking to exercise rights guaranteed under FEHA and/or opposing
25 Defendants' failure to provide such rights, including the right to be free of discrimination,
26 harassment, or retaliation, in violation of section 12940, subdivision (h) of the Government Code,
27 were substantial motivating reasons in Defendants' decision to terminate Plaintiff's employment,
28 not to retain, hire, or otherwise employ Plaintiff in any position, and/or to take other adverse

1 employment actions against Plaintiff.

2 43. As a proximate result of Defendants' willful, knowing, and intentional retaliation
3 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and
4 other employment benefits.

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

8 45. Defendants' retaliation was committed intentionally, in a malicious, fraudulent,
9 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
10 Defendants.

11 46. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
12 Pursuant to section 12965, subdivision (c)(6) of the Government Code, Plaintiff is entitled to
13 recover reasonable attorneys' fees and costs in an amount according to proof.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Prevent Discrimination and Retaliation in Violation of the FEHA**

16 **(Government Code § 12940(k))**

17 **(Against Defendants)**

18 47. The allegations set forth in preceding paragraphs are re-alleged and incorporated
19 herein by reference.

20 48. At all times herein mentioned, FEHA, section 12940, subdivision (k) of the
21 Government Code, was in full force and effect and was binding on Defendants, who are employers
22 within the meaning of FEHA. This statute states that it is an unlawful employment practice for an
23 employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment
24 from occurring."

25 49. During the course of Plaintiff's employment, Defendants failed to prevent their
26 employees from engaging in intentional actions that resulted in Plaintiff suffering discrimination
27 and retaliation.

28 50. As a proximate result of Defendants' willful, knowing, and intentional misconduct,

1 Plaintiff has sustained and continue to sustain substantial losses of earnings and other employment
2 benefits.

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

6 52. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
7 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
8 Defendants.

9 53. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
10 Pursuant to section 12965, subdivision (c)(6) of the Government Code, Plaintiff is entitled to
11 recover reasonable attorneys' fees and costs in an amount according to proof.

12 **FOURTH CAUSE OF ACTION**

13 **Violation of Equal Pay Act**

14 **(Cal. Labor Code, § 1197.5)**

15 **(Against all Defendants)**

16 54. The allegations set forth in preceding paragraphs are re-alleged and incorporated
17 herein by reference.

18 55. At all relevant times, section 1197.5 of the Labor Code was in effect and was
19 binding on Defendants. This statute prohibits Defendants from failing to pay an employee at a
20 wage rate less than the rate paid to employees of the opposite sex, another race or another
21 ethnicity in similar working conditions.

22 56. Plaintiff was paid less than the rate paid to persons of the opposite sex working
23 under similar working conditions.

24 57. Plaintiff was paid less than the rate paid to persons of another race working under
25 similar working conditions.

26 58. Plaintiff was paid less than the rate paid to persons of another ethnicity working
27 under similar working conditions.

28 59. Plaintiff was performing substantially similar work as the persons paid more than

1 her, considering the overall combination of skill, effort, and responsibility required.

2 60. As a proximate result of Defendants' actions, Plaintiff has suffered harm, including
3 lost earnings and interest on those sums.

4 61. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
5 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
6 Defendants.

7 62. Pursuant to section 1197.5, subdivision (h) of the Labor Code, which provides that
8 "[a]n employee receiving less than the wage to which the employee is entitled under this section
9 may recover in a civil action the balance of the wages, including interest thereon, and an equal
10 amount as liquidated damages, together with the costs of the suit and reasonable attorney's fees,
11 notwithstanding any agreement to work for a lesser wage," Plaintiff seeks the balance of the wages,
12 interest thereon, an equal amount as liquidated damages, and reasonable attorneys' fees and costs
13 incurred in bringing this claim.

14 **FIFTH CAUSE OF ACTION**

15 **Retaliation in Violation of Cal. Labor Code, § 1102.5**

16 **(Cal. Labor Code, § 1102.5)**

17 **(Against all Defendants)**

18 63. The allegations set forth in preceding paragraphs are re-alleged and incorporated
19 herein by reference.

20 64. At all relevant times, section 1102.5 of the Labor Code was in effect and was
21 binding on Defendants. This statute provides in part that "[a]n employer, or any person acting on
22 behalf of the employer, shall not retaliate against an employee for disclosing information, or
23 because the employer believes that the employee disclosed or may disclose information, to a
24 government or law enforcement agency, to a person with authority over the employee or another
25 employee who has the authority to investigate, discover, or correct the violation or
26 noncompliance, ... if the employee has reasonable cause to believe that the information discloses a
27 violation of" law. The statute also further provides that "[a]n employer, or any person acting on
28 behalf of the employer, shall not retaliate against an employee for refusing to participate in an

1 activity that would result in a violation of state or federal statute, or a violation of or
2 noncompliance with a local, state, or federal rule or regulation.”

3 65. Defendants were Plaintiff’s employers.

4 66. Plaintiff engaged in protected activity when she disclosed, or her employer thought
5 she may disclose, reasonable suspicions of violations of law to Defendants, who had authority over
6 Plaintiff and had authority to investigate, discover, or correct the violations or noncompliance
7 alleged above.

8 67. Plaintiff had a reasonable belief that Defendants were violating actual or potential
9 state and federal laws and regulations, including but not limited to engaging in discrimination and
10 retaliation in violation of, *inter alia*, Government Code Section 12900 *et seq.*, as well as a violation
11 of section 1197.5 of the Labor Code.

12 68. Defendants retaliated against Plaintiff for protected activity by taking adverse
13 employment action against Plaintiff, including by terminating her employment, in violation of
14 section 1102.5 of the Labor Code.

15 69. Plaintiff’s protected activity was a significant factor in Defendants’ decision to
16 terminate Plaintiff’s employment, not to retain, hire, or otherwise employ Plaintiff in any position,
17 and/or to take other adverse employment actions against Plaintiff.

18 70. As a proximate result of Defendants’ actions, Plaintiff has suffered and continues to
19 suffer harm, including lost earnings, salary, and other job benefits, and humiliation, embarrassment,
20 and emotional distress, according to proof.

21 71. Defendants’ misconduct was committed intentionally, in a malicious, fraudulent,
22 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
23 Defendants.

24 72. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees.
25 Pursuant to pursuant to section 1102.5, subdivision (j) of the California Labor Code, Plaintiff is
26 entitled to recover reasonable attorneys’ fees and costs in an amount according to proof.

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **Violation of Cal. Labor Code § 98.6**

3 **(Cal. Labor Code, § 98.6)**

4 **(Against all Defendants)**

5 73. The allegations set forth in preceding paragraphs are re-alleged and incorporated
6 herein by reference.

7 74. At all relevant times, section 98.6 of the Labor Code was in effect and was binding
8 on Defendants. This statute prohibits an employer from discriminating, retaliating, or taking any
9 adverse action against any employee or applicant for employment because the employee or
10 applicant engaged in any conduct described in section 1101, *et seq.*, including section 1102.5 of the
11 Labor Code.

12 75. At all relevant times, section 1102.5 of the Labor Code was in effect and was
13 binding on Defendants. This statute provides in part that “[a]n employer, or any person acting on
14 behalf of the employer, shall not retaliate against an employee for disclosing information, or
15 because the employer believes that the employee disclosed or may disclose information, to a
16 government or law enforcement agency, to a person with authority over the employee or another
17 employee who has the authority to investigate, discover, or correct the violation or
18 noncompliance, ... if the employee has reasonable cause to believe that the information discloses a
19 violation of” law. The statute also further provides that “[a]n employer, or any person acting on
20 behalf of the employer, shall not retaliate against an employee for refusing to participate in an
21 activity that would result in a violation of state or federal statute, or a violation of or
22 noncompliance with a local, state, or federal rule or regulation.”

23 76. Defendants were Plaintiff’s employer.

24 77. Plaintiff engaged in protected activity when she disclosed, or her employer thought
25 she may disclose, reasonable suspicions of violations of law to Defendants, who had authority over
26 Plaintiff and had authority to investigate, discover, or correct the violations or noncompliance
27 alleged above.

28 78. Plaintiff had a reasonable belief that Defendants were violating actual or potential

1 state and federal laws and regulations, including but not limited to engaging in discrimination and
2 retaliation in violation of, *inter alia*, Government Code Section 12900 *et seq.*, as well as a violation
3 of section 1197.5 of the Labor Code.

4 79. Defendants retaliated against Plaintiff for protected activity by taking adverse
5 employment actions against Plaintiff, including but not limited to terminating her employment, in
6 violation of sections 98.6 and 1102.5 of the Labor Code.

7 80. Plaintiff's protected activity was a significant factor in Defendants' decision to
8 terminate Plaintiff's employment, not to retain, hire, or otherwise employ Plaintiff in any position,
9 and/or to take other adverse employment actions against Plaintiff.

10 81. As a proximate result of Defendants' actions, Plaintiff has and will continue to
11 suffer harm, including lost earnings, salary, and other job benefits, and humiliation, embarrassment,
12 and emotional distress, according to proof.

13 82. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
14 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
15 Defendants.

16 83. Plaintiff requests all available relief under section 98.6 of the Labor Code, including
17 reimbursement for lost wages and benefits pursuant to section 98.6, subdivision (b)(1).

18 84. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
19 Pursuant to section 1021.5 of the Code of Civil Procedure, which provides that a "court may award
20 attorney's fees to a successful party against one or more opposing party in any action which has
21 resulted in the enforcement of an important right affecting the public interest," Plaintiff seeks
22 reasonable attorneys' fees and costs incurred in bringing this claim.

23 **SEVENTH CAUSE OF ACTION**

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

25 **(Against Defendants)**

26 85. The allegations set forth in preceding paragraphs are re-alleged and incorporated
27 herein by reference.

28 86. Defendants terminated Plaintiff's employment in violation of various fundamental

1 public policies underlying state law. These actions were in violation of, but not limited to
2 Government Code section 12900, *et seq.*, and sections 98.6, 1102.5, and 1197.5 of the Labor
3 Code.

4 87. At all times material hereto, sections 98.6, 1102.5, and 1197.5 of the Labor Code
5 was in full force and effect and was binding on Defendants. These laws require Defendants to
6 refrain from, among other things, retaliating against employees who disclose to their employer, or
7 refuse to participate in or condone, conduct they reasonably believe to violate state or federal law
8 or regulations, including unsafe work conditions. These sections of Labor Code sets forth a
9 fundamental public policy of the State of California.

10 88. The public has a fundamental interest in a workplace free from discrimination and
11 retaliation, as embodied by the California Constitution, Article I, Section 8, the California Fair
12 Employment and Housing Act, and the Fair Labor Standards Act.

13 89. As described above, Plaintiff engaged in protected activity when she disclosed, or
14 her employer thought she may disclose, reasonable suspicions of violations of law to Defendants,
15 who had authority over Plaintiff and had authority to investigate, discover, or correct the violations
16 or noncompliance alleged above, and resisted and refused to participate in illegal practices.

17 90. Defendants retaliated against Plaintiff for her protected activity by unlawfully
18 terminating her employment in violation of sections 98.6, 1102.5, and 1197.5 of the Labor Code.
19 These adverse employment actions materially and adversely affected Plaintiff's overall terms and
20 conditions of employment. These adverse employment actions were motivated by Plaintiff's
21 whistleblowing and her refusal to participate in or condone illegal activity and therefore constituted
22 wrongful conduct in violation of fundamental public policy.

23 91. As a proximate result of Defendants' actions, Plaintiff has and will continue to
24 suffer harm, including lost earnings, salary, and other job benefits, and humiliation, embarrassment,
25 and emotional distress, according to proof.

26 92. Defendants' actions were committed intentionally, in a malicious, fraudulent,
27 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

28 93. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

1 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.* Plaintiff is entitled to recover
2 reasonable attorneys' fees and costs in an amount according to proof.

3 **EIGHTH CAUSE OF ACTION**

4 **Negligent Supervision and Retention**

5 **(Against Defendants)**

6 94. The allegations set forth in preceding paragraphs are re-alleged and incorporated
7 herein by reference.

8 95. Defendants had and has a duty to protect its employees, including Plaintiff.
9 Defendants were required, but failed to provide adequate on supervision and failed to be properly
10 vigilant in ensuring that such supervision was sufficient to ensure the safety of Plaintiff and others.

11 96. Defendants had a duty to and failed to adequately train and supervise all employees
12 on workplace discrimination and retaliation, and to implement any procedures or complaint process
13 for employees to report or seek refuge from the same.

14 97. Defendants had a duty to investigate Plaintiff's complaints of discrimination and not
15 to retaliate against her.

16 98. Defendants owed a duty of care to Plaintiff to appoint, hire, retain, and supervise
17 persons who would not engage in retaliatory or discriminatory conduct, and not to retain managers,
18 supervisors, or employees who would discriminate against or retaliate against employees for
19 engaging in protected activities. Defendants owed a duty of care to Plaintiff to supervise its
20 managers and employees closely to ensure that they would refrain from discriminating against and
21 retaliating against Plaintiff.

22 99. Defendants breached these duties. As is set forth herein, Defendants failed to
23 uphold numerous duties imposed upon it by state and federal law, including, but not limited to, the
24 following: (1) duty to use reasonable care to protect employees from known or foreseeable dangers;
25 (2) duty to protect employees and provide adequate supervision; (3) duty to supervise Ridley and
26 other employees; and (4) duty to act promptly and diligently and not ignore or minimize problems.

27 100. As a proximate result of Defendants' actions, Plaintiff has and will continue to
28 suffer harm, including lost earnings, salary, and other job benefits, and humiliation, embarrassment,

1 and emotional distress, according to proof.

2 **NINTH CAUSE OF ACTION**

3 **Intentional Infliction of Emotional Distress**

4 **(Against all Defendants)**

5 101. The allegations set forth in preceding paragraphs are re-alleged and incorporated
6 herein by reference.

7 102. Defendants' discriminatory and retaliatory actions against Plaintiff constituted
8 extreme and outrageous misconduct. Defendants' conduct as alleged herein was outrageous and
9 exceed all bounds of decency and is odious and utterly intolerable in a civilized society.

10 103. This misconduct arose out of Plaintiff's employment with Defendants and was
11 thereafter ratified by Defendants.

12 104. A reasonable person would not expect or tolerate Defendants' discrimination or
13 retaliation, and Defendants' knowledge and callous indifference thereof.

14 105. A reasonable person would not expect or tolerate the Defendants and their agents to
15 be incapable of supervising and/or stopping participants and members of Defendants, including
16 Ridley, from committing wrongful discrimination and retaliation. As a direct and proximate result
17 of Defendants' tortious acts, omissions, wrongful conduct and breaches of their duties, Plaintiff has
18 suffered injury, all to her general, special, and consequential damage in an amount to be proven at
19 trial, but in no event less than the minimum jurisdictional amount of this Court.

20 106. Defendants' conduct described herein caused Plaintiff severe emotional distress.
21 Defendants were aware that treating Plaintiff in the manner alleged above, including depriving
22 Plaintiff of her livelihood, would devastate Plaintiff and cause her extreme hardship.

23 107. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff as
24 suffered and continues to suffer severe emotional distress, humiliation, and mental and physical
25 pain and anguish. Plaintiff has sustained and continues to sustain substantial losses of earnings and
26 other employment benefits as a result of being emotionally distressed.

27 108. Plaintiff is informed and based thereon alleges that the conduct of Defendants was
28 oppressive, malicious, manipulative, and despicable in that it was intentional and done in conscious

1 disregard for the rights and safety of others, and were carried out with a conscious disregard of
2 their rights to be free from such tortious behavior, such as to constitute oppression, fraud or malice
3 pursuant to section 3294 of the Civil Code, entitling Plaintiff to punitive damages against
4 Defendants in an amount appropriate to punish and set an example of Defendants.

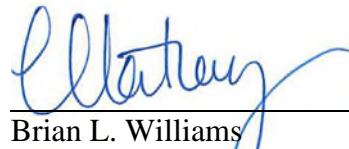
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 7 1. For compensatory damages and other special and general damages according to
8 proof, including, without limitation, lost earnings, salary, bonuses, and other job benefits Plaintiff
9 would have received but for Defendants' wrongful conduct;
- 10 2. Emotional distress damages;
- 11 3. Punitive and exemplary damages in an amount sufficient to punish Defendants, and
12 to make an example of and deter Defendants from engaging in such conduct in the future;
- 13 4. Statutory damages and penalties as appropriate;
- 14 5. Liquidated damages pursuant to section 1197.5 of the Labor Code;
- 15 6. For an award of reasonable attorneys' fees and costs incurred in this action;
- 16 7. For pre-judgment and post-judgment interest, as provided by law; and
- 17 8. For other and further relief as the Court may deem just and proper.

18 DATED: April 3, 2024 April 2, 2024 GREENBERG GROSS LLP

19
20 By:



21 Brian L. Williams
22 Claire-Lise Y. Kutlay
23 Matthew T. Hale
24 Attorneys for Plaintiff Asta Jonasson
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DATED: April 3, 2024

GREENBERG GROSS LLP

By:

Brian L. Williams
Claire-Lise Y. Kutlay
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