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6 ARIANNE ZUCKER

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

9  
10 ARIANNE ZUCKER, an individual;  
11  
12 Plaintiff,

13 vs.

14 CORDAY PRODUCTIONS, INC., a business  
15 entity of unknown form; KEN CORDAY, an  
16 individual; ALBERT ALARR, an individual, and  
DOES 1 to 50, inclusive,  
17 Defendants.

CASE NO.: 24STCV03166

**COMPLAINT FOR DAMAGES**

1. **Discrimination in Violation of Statute (California Government Code § 12490, *et. seq.*)**
2. **Harassment in Violation of Statute (California Government Code § 12490, *et. seq.*)**
3. **Retaliation in Violation of Statute (California Government Code § 12490, *et. seq.*)**
4. **Failure to Prevent Discrimination, Harassment and Retaliation in Violation of Statute (California Government Code § 12490, *et. seq.*)**
5. **Violation of California Labor Code § 1102.5**
6. **Violation of California Labor Code § 1197.5**
7. **Negligent Hiring, Supervision and Retention**

8. **Intentional Infliction of Emotional Distress**
9. **Wrongful Termination In Violation of Public Policy**
10. **Breach of Implied Covenant of Good Faith and Fair Dealing**
11. **Violation of California Business & Professions Code § 17200, et. seq.**

**DEMAND FOR JURY TRIAL**

**INTRODUCTORY ALLEGATIONS**

1. At all relevant times mentioned herein, Plaintiff ARIANNE ZUCKER (“Plaintiff”) was a resident of California, in the county of Los Angeles.

2. Plaintiff is informed, believes and thereon alleges that at all relevant times mentioned herein, Defendant CORDAY PRODUCTIONS, INC., (“Corday”) was a business entity of unknown form doing business at 3400 W Riverside Dr. Burbank, California 91505, and was Plaintiff’s employer.

3. Plaintiff is informed, believes and thereon alleges that at all relevant times mentioned herein, Defendant KEN CORDAY (“Ken Corday”) was an individual residing in the State of California, in the county of Los Angeles.

4. Plaintiff is informed, believes and thereon alleges that at all relevant times mentioned herein Ken Corday was the CEO, President, and sole owner of Corday. Ken Corday was Plaintiff’s employer, Co-Executive Producer and Plaintiff’s supervisor with power and authority over Plaintiff’s employment and who made the decisions set forth below regarding Plaintiff’s employment.

1 5. Plaintiff is informed, believes and thereon alleges that that at all relevant times  
2 mentioned herein, Defendant ALBERT ALARR (“Alarr”) was an individual residing in the State of  
3 California, in the county of Los Angeles.

4 6. Plaintiff is informed, believes and thereon alleges that Alarr was hired by Defendants  
5 Ken Corday and Corday on or about 2005 as an Assistant Producer and on or about 2015 Defendants  
6 Ken Corday and Corday promoted Alarr to Co-Executive Producer/Director. Alarr had power and  
7 authority over Plaintiff’s employment.

8 7. At all relevant times mentioned herein, Defendants Ken Corday and Corday had more  
9 than five employees in the State of California.

10 8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
11 DOES 1 through 50 inclusive, whether individual, corporate or otherwise and therefore sues these  
12 Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names  
13 and capacities when they have been ascertained.

14 9. Plaintiff is informed, believes and thereon alleges that each Defendant sued herein,  
15 inclusive, was acting as the agent or employee of each of the other Defendants, and in doing the acts  
16 alleged herein, was acting within the course and scope of such agency and/or employment, and/or  
17 aided, abetted, cooperated with, and/or conspired with one another to do the acts alleged herein.

18 10. Plaintiff is informed, believes and thereon alleges that each Defendant sued herein  
19 acted as an alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged  
20 herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance  
21 of the joint venture. Each of the Defendant’s acts alleged herein was done with the permission and  
22 consent of each of the other Defendants.

23 **FACTS COMMON TO ALL CAUSES OF ACTION**

24 11. The allegations set forth in paragraphs 1 through 10 are incorporated herein by  
25 reference.

26 12. Defendants Corday and Ken Corday are producers of the soap opera “Days of Our  
27 Lives.”

1 13. Plaintiff is a multi-award winning veteran actress and a five time Emmy nominee.

2 14. Plaintiff has been employed by Defendants Corday and Ken Corday since  
3 approximately 1998 as a prominent and leading actress. At all relevant times mentioned herein,  
4 Plaintiff performed her duties satisfactorily and was a loyal and trusted employee of Defendants.

5 15. Plaintiff is informed, believes and thereon allege that Allar and Ken Corday are  
6 personal friends who have known one another for two decades.

7 16. From the onset of Alarr's employment, he repeatedly subjected Plaintiff and other  
8 employees to severe and pervasive harassment and discrimination, including sexual harassment,  
9 based upon their female gender.

10 17. That Alarr engaged in this illegal behavior was well known to Defendants Corday and  
11 Ken Corday and to the HR department of Sony Pictures Television (the distributor of Days of Our  
12 Lives) for years. Indeed, Alarr has been accused by numerous individuals of making sexually charged  
13 inappropriate and gender hostile remarks, and of bullying and intimidating female employees. Alarr  
14 has been accused of groping female members of the cast, and in at least one instance, forcibly kissing  
15 an actress against her will. Many prominent actresses that worked under Alarr have spoken publicly  
16 about Alarr's misconduct dating back for years, and how their complaints to Defendants Corday and  
17 Ken Corday fell upon deaf ears.

18 18. Namely, on a continuous basis, and in furtherance of his intent to harass and  
19 discriminate against Plaintiff based upon her gender, Alarr subjected Plaintiff to sexually harassing  
20 comments and nonconsensual physical touching of a sexual nature. For example, in making sexual  
21 advances towards Plaintiff, Allar would often say to Plaintiff "if only I were 20 years younger." Alarr  
22 would frequently grab and tightly hug Plaintiff, purposely pushing her breasts onto his chest, while  
23 moaning "Oh Ari!" Alarr's unwelcome physical touching made Plaintiff feel offended,  
24 uncomfortable, humiliated and intimidated. Indeed, on many occasions, Alarr forcefully touched  
25 Plaintiff without her consent during dry blocking of scenes. Alarr would put his hands on Plaintiff's  
26 waist, with his thumbs placed just above her vagina, and move her around, all the while smirking and  
27 grinning in a sexual manner, making Plaintiff extremely uncomfortable and violated.

1           19.     Other times, as the cast was running their lines, Alarr would use the words in the script  
2 to make sexual comments towards Plaintiff, even in the presence of the stage crew. During scenes,  
3 Alarr would make comments to Plaintiff's co-star such as "you really just want to fuck her," and he  
4 would say to Plaintiff's co-star during sex scene blocking, "believe me, I'd love to switch positions  
5 with you." Alarr made it very clear that he enjoyed aggressive sex scenes and threesome sex scenes.  
6 Alarr would often make sexual comments such as "fuck him like you were younger!"

7           20.     Almost always, like a mantra, Alarr followed up his sexually charged comments and  
8 unwanted physical touching by saying to Plaintiff, "good thing there is no HR here."

9           21.     At all relevant times, Defendants Corday and Ken Corday did not have an intimacy  
10 coach on set.

11           22.     On or about about November 2022, an actress on the show made anti-Semitic remarks  
12 against Jews (such as the Ukraine war was about getting rid of the "dirty Jews"). Alarr was present  
13 when these comments were made, and rather than protest or report this, he began to laugh, implying  
14 he agreed with the horrendous comments. Alarr was well aware that Plaintiff is one of three Jewish  
15 people on the show.

16           23.     In addition to being personally subjected to harassment by Alarr, Plaintiff frequently  
17 observed Alarr's repeated harassment of other women, which also made Plaintiff feel intimidated and  
18 offended. Upon Alarr learning of a male actor's departure from the show, Alarr said to him, in the  
19 presence of Plaintiff "at least you got to fuck [a female actress on the show]!" In another instance,  
20 and in the presence of Plaintiff, Alarr mocked a female actress telling her she looked like a "dyke."  
21 Plaintiff frequently heard Alarr say to female actresses "fuck him like you were younger!" and  
22 making other sexually charged comments. Plaintiff often observed Alarr tightly hugging female  
23 actresses while moaning sexually, and making sexual advances to female actresses, inviting them to  
24 his office. On one occasion, when a female actress made an inquiry of Alarr, Alarr curtly responded  
25 "women are so hysterical!"

26           24.     Alarr, Corday and Ken Corday treated female employees disproportionately than male  
27 employees. Female hair and makeup employees, and female actresses were often berated and given  
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1 tasks that were purposefully impossible to perform within the given time frame. Alarr often yelled at  
2 female employees, in the presence of Plaintiff, bringing them to tears. Alarr did not yell or berate the  
3 male employees. A female actress complained to Alarr that she was morally uncomfortable about a  
4 certain scene, and was subsequently fired by Corday and Ken Corday. Moreover, female directors  
5 were given less directing time than their male counterparts.

6 25. Many of these employees expressed to Plaintiff how the harassment was effecting  
7 them, that they felt abused, and that the workplace was toxic, but they were afraid to speak up against  
8 Alarr. Indeed, Plaintiff also feared coming forward as she feared retaliation and being blackballed in  
9 the industry, outcomes that have sadly proven to be true time and time again for women who report  
10 discrimination and harassment in Hollywood.

11 26. At all relevant times, there was not one woman in an authoritative position on the  
12 show, as the show was run by men.

13 27. At all relevant times, Defendants Corday and Ken Corday did not have an HR  
14 department, and to date do not have an HR department. Moreover, Defendants Corday and Ken  
15 Corday did not provide timely training or education on sexual harassment, as required under  
16 California law.

17 28. At all relevant times, Plaintiff is informed, believes and thereon alleges that  
18 Defendants Corday and Ken Corday paid women actresses including Plaintiff, less than male actors,  
19 for substantially similar work with no legitimate reason.

20 29. On or about March 2023, five women were inexplicably fired from the show, and two  
21 quit due to the harassment and discrimination to which they were subjected.

22 30. On or about March 2023, having had enough, and the environment growing  
23 increasingly hostile and offensive, Plaintiff found the courage to contact Ken Corday (since there was  
24 no HR department) to lodge her complaints, including her complaints of unequal pay, and the  
25 complaints of the other employees. Rather than take any action, Ken Corday flippantly passed the  
26 buck to Corday CFO, Mike Russell, and advised Plaintiff to contact him. Plaintiff contacted Mr.  
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1 Russell and again lodged her complaints. In turn, Mr. Russell also passed the buck and referred  
2 Plaintiff to the HR department of Sony.

3 31. Despite being given the run around and Defendant Corday and Ken Corday clearly  
4 attempting to discourage Plaintiff's complaints, on or about March 2023, Plaintiff lodged her  
5 complaints, and the complaints of others, with Megan Lawlor in Sony's HR department. From on or  
6 about March 2023 through June 2023, Plaintiff met and otherwise communicated with Lawlor  
7 numerous times, even providing the names of witnesses/employees HR should contact. Ultimately,  
8 approximately 30 employees came forward to lodge and/or corroborate complaints of gender  
9 harassment and discrimination.

10 32. Shockingly, during the time Lawlor was purportedly "investigating," and up until  
11 Alarr's termination, Defendant Corday and Ken Corday took no steps whatsoever to separate Plaintiff  
12 from Alarr and took no remedial measures at all to protect Plaintiff. As such, Plaintiff was forced to  
13 continue working with Alarr daily, which made her that much more uncomfortable and made it  
14 difficult for her to concentrate. For certain scenes, Plaintiff would have to stand up and get out of the  
15 bed with barely any clothes on, and nothing but pasties on her breasts. The production would always  
16 have three cameras on, thus exposing Plaintiff to the crew (mostly male) who sit on set along with the  
17 production booth who see all the shots. *During the purported HR investigation*, Alarr was still  
18 permitted to sit in the booth while Plaintiff's body was exposed making Plaintiff feel continuously  
19 violated and intimidated even when she was trying to perform her scenes and when in a vulnerable  
20 position.

21 33. During Plaintiff's meetings with Lawlor during the purported investigation, she  
22 advised Lawlor that Alarr's harassment had not stopped but was in fact escalating. Again, no  
23 remedial actions were taken to protect Plaintiff.

24 34. Indeed, during the purported investigation, when asked by Mike Russell how morale  
25 was on set, Alarr responded, "who gives a fuck about morale, as long as we are coming in under  
26 budget."  
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1           35.     On or about April 2023, Plaintiff again contacted Ken Corday, advising him the  
2 environment was still hostile and not improving, and even offering some suggestions and her  
3 assistance, to which Ken Corday angrily replied, “Well, I don’t know what to do about that.”

4           36.     On or about May 2023, in clear retaliation for her complaints, Defendants notified  
5 Plaintiff that that they would be decreasing Plaintiff’s rate of pay and discontinuing the travel stipend  
6 Plaintiff had been receiving for years. Defendants claimed that this was due to “budget cuts,” but that  
7 was pure pretext for discrimination and retaliation. Namely, at the time there were to be “budget  
8 cuts,” Plaintiff is informed and believes that Alarr received a raise in pay and other male employees  
9 did not receive pay decreases.

10          37.     On or about the end of June 2023, in further retaliation for her complaints, Defendants  
11 wrote Plaintiff’s character off the show, with no response to her as to whether her character would  
12 appear again.

13          38.     Plaintiff reported the above retaliation to Lawlor.

14          39.     Despite Plaintiff’s repeated requests, to date, Defendants Corday and Ken Corday  
15 refused to provide Plaintiff with any findings or conclusions of the purported investigation into any of  
16 her complaints.

17          40.     The complaints of Plaintiff and the approximate 30 other employees falling upon deaf  
18 ears, and Defendant Corday and Ken Corday taking no action to remedy the hostile work  
19 environment, on or about August 2023, Plaintiff and 25 other employees drafted a petition  
20 demanding that Alarr be terminated.

21          41.     Around this same time, both local and national media got wind of the allegations made  
22 against Alarr, of the petition, and of Defendants’ refusal to take action against Alarr. This story made  
23 front page news all over the country. It was only after this media scrutiny, and solely to save face,  
24 that Defendants finally terminated Alarr despite ratifying and condoning his misconduct for 20 years.  
25 Indeed, Defendant Ken Corday continues his personal relationship with Alarr and continues to  
26 socialize with him.



1           42. Plaintiff's contract, which provides terms for renewal, is set to expire on January  
2 2024. On or about October 2023, Corday and Ken Corday, through Mike Russell, made Plaintiff a  
3 monetary offer for renewal of the contract. There is no fixed pay scale but rather there exists a pay  
4 tier for actresses and actors on the show with a high end and low end, which is negotiable. As was  
5 custom and practice for the prior 25 years of Plaintiff's employment, Plaintiff, through her agent,  
6 made a counter offer so as to engage in good faith negotiations, especially since Plaintiff had been  
7 employed for 25 years and should be paid the top of the pay tier. Shockingly, rather than engage in  
8 good faith negotiations as was custom and practice, Plaintiff was advised that the offer was a "take it  
9 or leave it," and that there would be no discussions or negotiations. Indeed, Plaintiff's agent made  
10 numerous follow up attempts to engage in good faith negotiations and discussions with Mr. Russell,  
11 which Mr. Russell outright refused. Plaintiff alleges Corday and Ken Corday engaged in these  
12 actions to retaliate against Plaintiff. Plaintiff alleges she has been terminated from her employment.

13           43. As a result of the illegal conduct of Defendants, Plaintiff has experienced and  
14 continues to experience extreme emotional distress.

15           44. During Plaintiff's employment with Defendants, she was subjected to constant  
16 discrimination and harassment at the hands of Defendants. Plaintiff was thus forced to work under  
17 intolerable and illegal conditions and in a hostile work environment, despite her complaints and  
18 protests.

19           45. Despite Plaintiff's repeated complaints, nothing was done by Defendants to properly  
20 investigate or remedy the situation. Defendants did nothing to prevent the harassment and  
21 discrimination and instead engaged in a pattern of retaliation against Plaintiff. As a result of  
22 Plaintiff's work conditions and Defendants' illegal actions, Plaintiff has suffered and continues to  
23 suffer from emotional distress.

24           46. Plaintiff filed, within one year of those discriminatory acts alleged herein, complaints  
25 with the Department of Fair Employment and Housing ("DFEH") pursuant to Government Code §  
26 12900 *et seq.*, charging the Defendants, and all of them, with discrimination and harassment and  
27 retaliation describing that wrongful and discriminatory conduct herein alleged, Defendants having  
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1 thus committed unlawful employment practices in violation of such statute. Within the time provided  
2 by law, Plaintiff filed complaints with the DFEH, in full compliance with these sections, and received  
3 right-to-sue letters to file the within causes of action re-alleging such charges of discrimination,  
4 harassment and retaliation.

5 **FIRST CAUSE OF ACTION:**  
6 **DISCRIMINATION IN VIOLATION OF STATUTE**  
7 **(GOVERNMENT CODE § 12940 *et. seq.*)**

8 **(By Plaintiff against Defendants Corday Productions, Inc. and Ken Corday)**

9 47. The allegations set forth in paragraphs 1 through 46 are incorporated herein by  
10 reference.

11 48. At all times mentioned herein, Government Code § 12940 *et seq.* was in full force and  
12 effect and was binding on the Defendants. These sections require Defendants to refrain from  
13 discriminating against any employee on the basis of ethnicity, sex, gender, race, religion, national  
14 origin and ancestry, *inter alia*. Within the time provided by the law, Plaintiff filed her complaints  
15 with the DFEH, in full compliance with these sections, and received a right-to-sue letters.

16 49. During the course of Plaintiff's employment, she experienced continuous  
17 discrimination, disparate treatment, and hostility in the work environment, on the basis of her gender  
18 including but not limited to, unfair and hostile treatment and harassment by Defendants, pay  
19 inequality and termination.

20 50. Plaintiff believes and thereon alleges that her gender was a factor in Defendants'  
21 discrimination. Such discrimination is in violation of Government Code §§ 12940 *et seq.* and has  
22 resulted in damage and injury to Plaintiff as alleged herein.

23 51. As a proximate result of Defendants' willful, knowing, and intentional discrimination  
24 against Plaintiff, Plaintiff has sustained and continues to sustain substantial economic damages,  
25 losses in earnings and other employment benefits.

26 52. As a proximate cause of Defendants' willful, knowing, and intentional discrimination  
27 against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and  
28 mental and physical pain and anguish, all to her damage in a sum according to proof.

1           53.     In light of Defendants’ willful, knowing, and intentional discrimination against  
2 Plaintiff, Plaintiff seeks an award of punitive and exemplary damages in an amount according to  
3 proof.

4           54.     Plaintiff has incurred and continue to incur legal expenses and attorney’s fees. Plaintiff  
5 is presently unaware of the precise amount of these expenses and fees and pray leave of court to  
6 amend this Complaint when the amounts are more fully known.

7                                     **SECOND CAUSE OF ACTION:**  
8                                     **HARRASSMENT IN VIOLATION OF STATUTE**  
   **(GOVERNMENT CODE § 12940 *et. seq.*)**

9                                     **(By Plaintiff against all Defendants)**

10           55.     The allegations set forth in Paragraphs 1 through 54 are re-alleged and incorporated  
11 herein by reference.

12           56.     At all times herein mentioned, Government Code §§ 12940 *et seq.* was in full force  
13 and effect and was binding on Defendants. These sections require Defendants to refrain from  
14 discriminating against and harassing any employee on the basis of ethnicity, race, national origin,  
15 ancestry, sex, gender, *inter alia*. Within the time provided by law, Plaintiff filed complaints with the  
16 DFEH, in full compliance with these sections, and received right-to-sue letters.

17           57.     During the course of Plaintiff’s employment, Defendants created and allowed to exist  
18 a hostile environment and discriminated against and harassed Plaintiff on the basis of gender. Such  
19 discrimination and harassment was in violation of Government Code section 12940 *et seq.* and the  
20 public policy embodied therein, and has resulted in damage and injury to Plaintiff as alleged herein.

21           58.     Also during the course of Plaintiff’s employment, Plaintiff’s co-workers were  
22 subjected to severe and pervasive harassment based on gender, which Plaintiff personally witnessed.  
23 Plaintiff considered the work environment to be hostile, intimidating, offensive, oppressive and  
24 abusive towards women.

25           59.     As a proximate result of Defendants’ conduct, Plaintiff has suffered and continues to  
26 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in  
27 a sum according to proof.  
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1 60. Defendants' conduct as described above was willful, despicable, knowing, and  
2 intentional. Accordingly, Plaintiff seeks an award of punitive and exemplary damages in an amount  
3 according to proof.

4 61. Plaintiff has incurred and continue to incur legal expenses and attorney fees. Plaintiff  
5 is presently unaware of the precise amount of these expenses and fees and prays leave of court to  
6 amend this complaint when the amounts are more fully known.

7 **THIRD CAUSE OF ACTION:**  
8 **RETALIATION IN VIOLATION OF STATUTE**  
9 **(GOVERNMENT CODE § 12940 et. seq.)**

10 **(By Plaintiff against Defendants Corday Productions, Inc. and Ken Corday)**

11 62. The allegations set forth in Paragraphs 1 through 61 are re-alleged and incorporated  
12 herein by reference.

13 63. During the course of her employment with Defendants, Plaintiff complained to  
14 Defendants about the harassing, discriminatory and retaliatory treatment towards her and other  
15 employees and about Defendants' hostile and offensive work environment. Defendants failed to take  
16 corrective action or to properly investigate any of Plaintiff's complaints. Further, as alleged above,  
17 Defendants retaliated against Plaintiff for making the aforementioned complaints.

18 64. Defendants' treatment of Plaintiff was in violation of Government Code § 12940(f).  
19 Within the time provided by law, Plaintiff filed complaints with the DFEH and received right-to-sue  
20 letters.

21 65. As a proximate result of Defendants' conduct, Plaintiff has sustained and continues to  
22 sustain substantial economic losses, losses in earnings and other employment benefits and continues  
23 to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage  
24 in a sum according to proof.

25 66. In light of Defendants' willful, knowing, and intentional discrimination against  
26 Plaintiff, Plaintiff seeks an award of punitive and exemplary damages in an amount according to  
27 proof.  
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1           67.     Plaintiff has incurred and continues to incur legal expenses and attorney’s fees.  
2 Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of  
3 court to amend this Complaint when the amounts are more fully known

4                                   **FOURTH CAUSE OF ACTION:**  
5                                   **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN**  
6                                   **VIOLATION OF STATUTE**  
7                                   **(GOVERNMENT CODE § 12940 *et. seq.*)**

8                   **(By Plaintiff against Defendants Corday Productions, Inc. and Ken Corday)**

9           68.     The allegations set forth in Paragraphs 1 through 67 are re-alleged and incorporated  
10 herein by reference.

11           69.     At all relevant times herein, Defendants owed Plaintiff a duty of care to prevent  
12 harassment, discrimination and retaliation in the workplace.

13           70.     Defendants breached said duty to Plaintiff by ignoring Plaintiff’s complaints regarding  
14 discrimination, harassment and retaliation and by failing to properly investigate, remedy or prevent  
15 same. Defendants knew of Allar’s illegal actions, yet failed to properly investigate Plaintiff’s  
16 complaints, the complaints of others, or take any action whatsoever to correct or prevent said actions.

17           71.     As a proximate result of Defendants’ conduct, Plaintiff has suffered and continues to  
18 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in  
19 a sum according to proof.

20           72.     Defendants’ conduct as described above was willful, despicable, knowing, and  
21 intentional. Accordingly, Plaintiff seeks an award of punitive and exemplary damages in an amount  
22 according to proof.

23           73.     Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff  
24 is presently unaware of the precise amount of these expenses and fees and prays leave of court to  
25 amend this complaint when the amounts are more fully known.

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1 **FIFTH CAUSE OF ACTION:**  
2 **VIOLATION OF CAL. LABOR CODE § 1102.5**

3 **(By Plaintiff against Defendants Corday Productions, Inc. and Ken Corday)**

4 74. The allegations set forth in Paragraphs 1 through 73 are re-alleged and incorporated  
5 herein by reference.

6 75. During the course of her employment with Defendants, Plaintiff complained to  
7 Defendants and the HR department at Sony (to whom Defendants referred Plaintiff), about the  
8 harassing, discriminatory and retaliatory treatment towards her and other employees, and about  
9 Defendants' hostile and offensive work environment. Plaintiff believed this conduct of which she  
10 complained was a violation of State and Federal law.

11 76. As alleged above, Defendants retaliated against Plaintiff for making the  
12 aforementioned complaints.

13 77. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues to  
14 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in  
15 a sum according to proof.

16 78. Defendants' conduct as described above was willful, despicable, knowing, and  
17 intentional. Accordingly, Plaintiff seeks an award of punitive and exemplary damages in an amount  
18 according to proof.

19 79. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff  
20 is presently unaware of the precise amount of these expenses and fees and prays leave of court to  
21 amend this complaint when the amounts are more fully known.

22 **SIXTH CAUSE OF ACTION:**  
23 **VIOLATION OF CAL. LABOR CODE § 1197.5**

24 **(By Plaintiff against Defendant Corday Productions, Inc. and Ken Corday)**

25 80. The allegations set forth in Paragraphs 1 through 79 are re-alleged and incorporated  
26 herein by reference.

27 81. Defendants have discriminated against Plaintiff in violation of California Labor Code  
28 §1197.5 by paying her, a female, at wage rates less than the wage rates paid to male employees for

1 substantially similar work considering the overall combination of skill, effort and responsibility  
2 required. Plaintiff was working under similar working conditions as the other men.

3 82. As a result of Defendants' violation of California Labor Code §1197.5, Plaintiff has  
4 suffered and will continue to suffer harm, including but not limited to lost earnings, lost benefits, and  
5 other financial loss, as well as non-economic damages.

6 83. Plaintiff is therefore entitled to all legal and equitable remedies available under law,  
7 including wages, interest, and liquidated damages.

8 84. Plaintiff is therefore also entitled to costs and attorney's fees.

9 **SEVENTH CAUSE OF ACTION:**  
10 **NEGLIGENT HIRING, SUPERVISION AND RETENTION**

11 **(By Plaintiff against Defendant Corday Productions Inc., and Ken Corday)**

12 85. The allegations set forth in Paragraphs 1 through 84 are re-alleged and incorporated  
13 herein by reference.

14 86. Defendants hired Allar.

15 87. Allar was unfit to perform the work for which he was hired.

16 88. Defendants knew, due to numerous prior complaints, or should have known that Allar  
17 was unfit and that this unfitness created a particular risk to others.

18 89. The unfitness of Allar harmed Plaintiff. As a direct, foreseeable and proximate result  
19 of the acts of Defendants, Plaintiff suffered mental anguish, emotional distress in the form of anxiety,  
20 depression, embarrassment, and humiliation. Plaintiff is thereby entitled to damages in an amount  
21 according to proof at trial

22 90. Defendants' negligence in hiring, supervision and retention of Allar was a substantial  
23 factor in causing Plaintiff's harm.

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1 **EIGHTH CAUSE OF ACTION:**  
2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **(By Plaintiff against all Defendants)**

4 91. The allegations set forth in Paragraphs 1 through 90 are re-alleged and incorporated  
5 herein by reference.

6 92. Defendants, and each of them, engaged in offensive, deliberate and intentional acts of  
7 misconduct, humiliation, harassment, discrimination and harassment against Plaintiff and knew that  
8 said conduct would cause or was likely to cause Plaintiff severe emotional distress.

9 93. The aforesaid conduct of the Defendants, and each of them, was willful, intentional,  
10 wanton, malicious, oppressive, and despicable, and done with a conscious disregard of Plaintiff's  
11 rights and for the purpose of deliberately causing Plaintiff to suffer humiliation, mental anguish,  
12 emotional distress, as well as pecuniary loss and financial devastation. Defendants were aware that  
13 Plaintiff was particularly sensitive to said conduct, and that their conduct would cause or was likely  
14 to cause Plaintiff emotional distress. Plaintiff is therefore entitled to punitive damages against  
15 Defendants, and each of them, in an amount appropriate to punish or set an example of said  
16 Defendants.

17 94. As a proximate result of the aforementioned acts, Plaintiff suffered emotional distress,  
18 including but not limited to humiliation, embarrassment and mental anguish, all to her general  
19 damage and in an amount to be determined according to proof.

20 **NINTH CAUSE OF ACTION:**  
21 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

22 **(By Plaintiff against Defendants Corday Productions Inc., and Ken Corday)**

23 95. The allegations set forth in Paragraphs 1 through 94 are re-alleged and incorporated  
24 herein by reference.

25 96. Defendants' termination of Plaintiff violated the public policies of California and the  
26 United States as reflected in, among other statutes, Government Code §§ 12940, *et seq.* and Labor  
27 Code §§ 1102.5 and 1197.5.



1 97. As a direct, foreseeable and proximate result of the acts of Defendants, Plaintiff  
2 suffered mental anguish, emotional distress in the form of anxiety, depression, embarrassment,  
3 humiliation, as well as a loss of earnings, loss of earning capacity, and other employment benefits and  
4 job opportunities. Plaintiff is thereby entitled to general and compensatory damages in an amount  
5 according to proof at trial.

6 98. The conduct of Defendants, and each of them, as alleged above was fraudulent,  
7 oppressive and malicious and was undertaken with conscious or reckless disregard of Plaintiff's  
8 rights. Such conduct was undertaken by officers and managing agents of Defendants and was ratified  
9 by Defendants' management. As a result, Plaintiff is entitled to an award of punitive and exemplary  
10 damages in an amount sufficient to deter Defendants, and others similarly situated, from such  
11 conduct in the future.

12 **TENTH CAUSE OF ACTION:**  
13 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

14 **(By Plaintiff against Defendants Corday Productions Inc., and Ken Corday)**

15 99. The allegations set forth in Paragraphs 1 through 98 are re-alleged and incorporated  
16 herein by reference.

17 100. Plaintiff and Defendants entered into a contract which provided for its renewal terms.

18 101. Plaintiff did all the significant things that the contract required her to do.

19 102. All conditions required for Defendants' performance had occurred.

20 103. Defendants prevented Plaintiff from receiving the benefits of the contract by refusing  
21 to negotiate in good faith with Plaintiff for renewal, and rather offered purported renewal terms with  
22 the intent of ending the contractual employment relationship.

23 104. By doing so, Defendants did not act fairly and in good faith.

24 105. As a result, Plaintiff was harmed.

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1 **ELEVENTH CAUSE OF ACTION:**  
2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 117200, ET. SEQ.**  
3 **(By Plaintiff against all Defendants)**

4 106. The allegations set forth in Paragraphs 1 through 105 are re-alleged and incorporated  
5 herein by reference.

6 107. Plaintiff brings this action on her own behalf, on behalf of other members of the public  
7 similarly situated.

8 108. Defendants have engaged in, and Plaintiff is informed, believes and thereon alleges  
9 that Defendants continue to engage in, a pattern and practice of unlawful discrimination, harassment  
10 and retaliation in direct violation of California Government Code § 12490, et. seq., California Labor  
11 Code, and other laws. Therefore Defendants have engaged in unlawful, unfair and/or fraudulent  
12 conduct within the meaning of California Business & Professions Code § 17200, et. seq. entitling  
13 Plaintiff to an order requiring Defendants to pay restitution for moneys wrongfully obtained through  
14 their illegal business practices and to injunctive relief barring Defendants' above-described unfair,  
15 unlawful and/or fraudulent practices.

16 109. Under California law, virtually any law, federal, state or local can serve as a predicate  
17 for an action under Business and Professions Code § 17200. Section 17200 "borrows" violations of  
18 other laws and treats them as unlawful practices independently actionable under the unfair  
19 competition law. (See Smith v. State Farm Mutual Automobile Insurance Co., et. al., 93 Cal.App.4th  
20 700 (2001)). Moreover, the law specifically allows violation(s) of FEHA to serve as a predicate for a  
21 Section 17200 claim. (See Consumers Union v. Fisher Development, Inc., 208 Cal.App.3d 1433  
22 (1989)).

23 110. Injunctive relief and/or restitution is the remedy authorized for violation of Section  
24 17200. "Any person who engages, has engaged, or proposes to engage in unfair competition may be  
25 enjoined in any court of competent jurisdiction. The court may make such orders or judgments,  
26 including the appointment of a receiver, as may be necessary to prevent the use or employment by  
27 any person of any practice which constitutes unfair competition... or as may be necessary to restore  
28

1 to any person in interest any money... which may have been acquired by means of such unfair  
2 completion.” (See Business and Professions Code § 17203).

3  
4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

- 8 1. For an award of compensatory damages, including unpaid wages and other benefits of  
9 employment, front pay, and other special and general damages according to proof;  
10 2. For an award of mental and emotional distress damages;  
11 3. For an award of punitive damages;  
12 4. For an award of interest, including pre-judgment and post-judgment interest, at the  
13 legal rate;  
14 5. For an award of attorney’s fees;  
15 6. For an award of costs of suit incurred;  
16 7. For restitution;  
17 8. For injunctive relief to ensure compliance with the California Government Code §  
18 12490, et seq.;  
19 9. For all wages due pursuant to California Labor Code §1197.5(h) in an amount to be  
20 ascertained at trial;  
21 10. For prejudgment interest on unpaid wages pursuant to California Labor Code  
22 §1197.5(h) and/or any other applicable provision providing for prejudgment interest;  
23 11. For an award to Plaintiff for such other and further relief as the Court deems just and  
24 proper.

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1 DATED: February 6, 2024

2 **LAW OFFICES OF ANAHITA SEDAGHATFAR, PC**

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4  
5 By: \_\_\_\_\_/s/\_\_\_\_\_

6 ANAHITA SEDAGHATFAR, ESQ.  
7 Attorneys for Plaintiff  
8 ARIANNE ZUCKER

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1 Attachment "A"

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3 1. Discrimination in Violation of Statute (California Government Code § 12490, et. seq.)

4 2. Harassment in Violation of Statute (California Government Code § 12490, et. seq.)

5 3. Retaliation in Violation of Statute (California Government Code § 12490, et. seq.)

6 4. Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of Statute  
7 (California Government Code § 12490, et. seq.)

8 5. Violation of Labor Code § 1102.5

9 6. Violation of Labor Code § 1197.5

10 7. Negligent Hiring, Supervision and Retention

11 8. Intentional Infliction of Emotional Distress

12 9. Wrongful Termination in Violation of Public Policy

13 10. Breach of Implied Covenant Of Good Faith and Fair Dealing

14 11. Violation of California Business & Professions Code § 17200, et. seq.

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(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, **not** line numbers):

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This page may be used with any Judicial Council form or any other paper filed with the court.

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