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11 Attorneys for Plaintiff,
12 EMAZA GIBSON

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES

15 EMAZA GIBSON, an Individual,

16 Plaintiff,

17 v.

18 JASON DERULO, an Individual; FRANK
19 HARRIS, an Individual, ATLANTIC
20 RECORDING CORPORATION, a Delaware
Corporation; FUTURE HISTORY INC., a
California Corporation; RADIO
CORPORATION OF AMERICA DBA "RCA
RECORDS," a California Corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES

- 1) QUID PRO QUO SEXUAL HARASSMENT;
- 2) FAILURE TO PREVENT AND/OR REMEDY HARASSMENT;
- 3) RETALIATION IN VIOLATION OF FEHA;
- 4) SEXUAL HARASSMENT IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT (CAL. CIVIL CODE § 51.9);
- 5) INTIMIDATION AND VIOLENCE IN VIOLATION OF THE RALPH CIVIL RIGHTS ACT (CAL. CIVIL CODE §§ 51.7 AND 52);
- 6) BREACH OF CONTRACT; AND
- 7) BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING.

DEMAND FOR JURY TRIAL

1 _____
2 Plaintiff, EMAZA GIBSON (hereinafter referred to as “Plaintiff” or “GIBSON”), an
3 Individual, in her complaint against Defendants, JASON DERULO (hereinafter referred to as
4 “Defendant” or “DERULO”), FRANK HARRIS (hereinafter referred to as “Defendant” or
5 “HARRIS”), ATLANTIC RECORDING CORPORATION (hereinafter referred to as, “Defendant”
6 or “ATLANTIC”), FUTURE HISTORY, INC. (hereinafter referred to as, “Defendant” or
7 “FUTURE”), and RADIO CORPORATION OF AMERICA DBA “RCA RECORDS,” (hereinafter
8 referred to as, “Defendant” or “RCA RECORDS”), (collectively referred to as “Defendants”),
9 respectfully alleges, avers, and complains, as follows:

8 **INTRODUCTION**

- 9
- 10 1. This is an action brought by the Plaintiff, GIBSON, pursuant to California statutory, decision,
11 and regulatory laws. Plaintiff was employed by Defendants, ATLANTIC and FUTURE, at all
12 times herein mentioned. Defendant DERULO is the Co-Founder and Principal of Defendant,
13 FUTURE, and a Supervising Agent of Defendant, ATLANTIC. FUTURE is a joint venture
14 between Defendants RCA RECORDS, DERULO and HARRIS.
 - 15 2. Plaintiff alleges that California statutory, decisional, and regulatory laws prohibit the conduct by
16 Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary relief on the
17 basis that Defendants violated such statutes, decisional law, and regulations.

18 **JURISDICTION AND VENUE**

1 3. Jurisdiction is proper in this court by virtue of the California statutes, decisional law, and
2 regulations, and the local rules under the Los Angeles County Superior Court Rules.

3
4 4. Venue in this Court is also proper in that Defendant DERULO resides in the City of Los Angeles,
5 State of California.

6 5. Venue in this Court is proper in that Defendants ATLANTIC, FUTURE, and RCA RECORDS
7 have a principal business address located in the City of Los Angeles, State of California.

8 6. Venue in this Court is also proper in that the employment of Plaintiff and transactions at issue
9 occurred in the City of Los Angeles, State of California.

10 **PARTIES**

11 7. Plaintiff GIBSON is, and at all relevant times mentioned herein was, an individual residing in the
12 County of Los Angeles, within the state of California.

13 8. Plaintiff is informed and believes, and thereon alleges that Defendant DERULO is an individual
14 residing in the County of Los Angeles, State of California.

15 9. Plaintiff is informed and believes, and thereon alleges that Defendant HARRIS is an individual
16 residing in the County of Los Angeles, State of California.

17
18 10. Plaintiff is informed and believes, and thereon alleges, that Defendant ATLANTIC is a Delaware
19 Corporation, with the capacity to sue and to be sued, doing business in the County of Los

1 Angeles, California. At all relevant times, ATLANTIC was the employer, and/or joint employer
2 of Plaintiff within the meaning of Section 2 of the IWC Wage Order(s) with respect to work done
3 and labor.

4 11. Plaintiff is informed and believes, and thereon alleges, that Defendant FUTURE is a California
5 Corporation, with the capacity to sue and to be sued, doing business in the County of Los
6 Angeles, California. On information and belief, FUTURE is currently suspended by the
7 California Secretary of State. At all relevant times, FUTRUE was the employer, and/or joint
8 employer of Plaintiff within the meaning of Section 2 of the IWC Wage Order(s) with respect to
9 work done and labor.

10 12. Plaintiff is informed and believes, and thereon alleges, that Defendant RCA RECORD is a
11 California Corporation, with the capacity to sue and to be sued, doing business in the County of
12 Los Angeles, California. At all relevant times, RCA RECORDS was the employer, and/or joint
13 employer of Plaintiff within the meaning of Section 2 of the IWC Wage Order(s) with respect to
14 work done and labor.

15 13. The true names and capacities of the Defendants named herein as Does 1 through 10, inclusive,
16 whether individual, corporate, partnership, association, or otherwise, are unknown to Plaintiff
17 who therefore sues these Defendants by such fictitious names. Plaintiff will request leave of
18 court to amend this Complaint to allege their true names and capacities at such time as they are
19 ascertained.

20
FACTUAL ALLEGATIONS

1
2 14. Plaintiff EMAZA GIBSON is a young, female, artist who was maliciously promised the
3 opportunity to become a successful musician.

4 15. DERULO is currently signed to the major record label, ATLANTIC. DERULO is also the
5 owner of smaller record labels, FUTURE HISTORY and FH2. In or around August of 2021,
6 DERULO contacted Plaintiff and informed her he planned to partake in a joint venture between
7 ATLANTIC and FUTURE HISTORY. In order for the joint venture to be initiated, DERULO
8 needed to provide ATLANTIC with a new musical artist, and he wanted Plaintiff to be that
9 artist. Plaintiff, who dreamed of making music, eagerly accepted DERULO's offer to work for
10 him. DERULO, in return, promised to make multiple music albums with Plaintiff.

11 16. Plaintiff entered into agreements with DERULO, ATLANTIC, and FUTURE HISTORY.
12 Plaintiff was promised a budget of an amount agreed upon between Plaintiff and DERULO. The
13 intent of the budget was to fund the creation and advertising of Plaintiff's album. Plaintiff was
14 to deliver ATLANTIC a "mix tape," within four (4) months, and an album six (6) months.
15 Plaintiff was to create a single record that would feature DERULO. Defendant FRANK
16 HARRIS (hereinafter "HARRIS"), DERULO's manager, promised Plaintiff she was going to
17 have access to everything DERULO had access to for purposes of creating and recording music.
18 DERULO, at this point, was a multi-platinum international artist and social media influencer.
19 HARRIS and DERULO expressly promised the same result for Plaintiff.

20 17. In or around November of 2021, Plaintiff began to work with DERULO to create her album
under his label. DERULO acted as Plaintiff's mentor, supervisor, as well as the agent for

1 ATLANTIC and FUTURE HISTORY.

2
3 18. While recording music, DERULO informed Plaintiff that if she wanted to be successful in the
4 “this business” (aka, the music industry), Plaintiff would be required to partake in “goat skin
5 and fish scales,” which is a Haitian reference referring to conducting sex rituals, sacrificing a
6 goat, goat blood and doing cocaine. The manner and timing of such a statement meant that
7 DERULO was demanding sexual acts from Plaintiff in order for DERULO to fulfill his role as
8 her mentor, supervisor and musical collaborator. This explicit demand for
9 sex-in-exchange-for-success was reinforced through DERULO’s subsequent behavior.

10
11 19. Plaintiff and DERULO regularly communicated through text messages to schedule recording
12 sessions and meetings. Through text messages, DERULO repeatedly invited Plaintiff to have
13 drinks and dinner with him at a “members only lounge” on multiple occasions. Plaintiff did not
14 wish to partake in having drinks or dinner with DERULO, intending to keep their relationship
15 purely professional. Plaintiff’s priority was to begin recording her music, thus she asked
16 DERULO when they could meet at the recording studio. In response, DERULO asked Plaintiff
17 if she was going to have a drink with him during their recording sessions. Plaintiff informed
18 DERULO that she's not a drinker, especially while working.

19
20 20. Compounding the sexualized nature of DERULO’s “invitation for drinks,” DERULO would
often schedule recording sessions at late-night hours between 9:00 p.m. to 2:00 a.m. During the
recording sessions, DERULO constantly pressured Plaintiff to drink with him despite Plaintiff
repeatedly expressing she's not a drinker. As a pretext, DERULO would “assure” Plaintiff he
would arrange for an Uber to take her home.

1
2 21. In or around late September of 2021, Plaintiff was in the recording studio with DERULO during
3 late hours of the night. During their recording session, DERULO, again, directed Plaintiff to
4 have a drink with him. Plaintiff, seeing no choice but to accept the offer from the person that
5 was essentially her boss and access to excel in her work, reluctantly took a sip of DERULO's
6 drink. Immediately, Plaintiff tasted inappropriately large amounts of alcohol, and told DERULO
7 that the "drink was too strong." Seemingly satisfied his persistent pressure and coercion was
8 baring fruit, DERULO encouraged Plaintiff to take another sip, but Plaintiff refused. After this
9 session, where Plaintiff declined to drink and have sex with DERULO, the offer to arrange for
10 Plaintiff to get to and from DERULO's studio ceased.

11 22. On or about November 18, 2021, Plaintiff and DERULO had a meeting in New York City with
12 presidents of ATLANTIC, Craig Kallman (hereinafter, "Kallman") and Julie Greenwald
13 (hereinafter, "Greenwald"), to discuss Plaintiff's career. DERULO told Plaintiff the purpose of
14 the meeting was to showcase Plaintiff herself and her music to the executives. However, only
15 minutes before the meeting, DERULO informed Plaintiff that another woman, Rosa (Last Name
16 Unknown) (hereinafter, "Rosa"), would be joining them. Plaintiff and Rosa were placed in a
17 room alone, where Rosa informed Plaintiff that DERULO invited her along specifically because
18 DERULO was trying to be "on some fuck shit" with her (aka, sexual intercourse). This
19 information both reinforced Plaintiff's own concerns of DERULO's behavior and devastated her
20 as she felt DERULO would not do what help Plaintiff write music unless she slept with
DERULO. Needless to say, Plaintiff had to hide her feelings when it was Plaintiff's turn to meet
with the Atlantic executives.

1 23. Immediately following the meeting, Plaintiff was in the back seat of the SUV while DERULO
2 and HARRIS were in the row in front of her. HARRIS asked Plaintiff how she felt about the
3 meeting. Plaintiff responded saying she was thrown off guard because she wasn't aware there
4 would be another female artist participating in a meeting meant to showcase Plaintiff. DERULO
5 immediately lost control and began aggressively hitting his arm rests screaming, "What does
6 she have to do with you!? We weren't going to tell you anything! We don't have to tell you
7 anything!" Being trapped and afraid in the back of the car with an irate DERULO, Plaintiff
8 merely stayed quiet during the rest of the car ride, mortified of what DERULO would do next.

9 24. Following the incident in the car, Plaintiff insisted her mother, Sandra Bales (hereinafter,
10 "Bales"), also Plaintiff's manager, travel with her to any future meetings or sessions with
11 DERULO out of concern for her own safety.

12 25. After the New York trip, DERULO was radio silent to Plaintiff's inquiries. Plaintiff would
13 contact DERULO through text message to obtain a time to record music, but DERULO failed to
14 respond. Plaintiff also contacted DERULO's manager and co-owner of FUTURE HISTORY,
15 HARRIS, to discuss when Plaintiff would receive a project manager which is standard for artists
16 in the music industry. However, after Plaintiff never was assigned a project manager. As a
17 result of the lack of communication from both DERULO and HARRIS, Plaintiff began to feel
18 DERULO was not to fulfill his promises to Plaintiff because Plaintiff refused to drink with him
19 or have a sex with him.

20 26. On or about June 2, 2022, DERULO finally agreed to meet with Plaintiff in his Malibu,
California residence. During their meeting, Plaintiff inquired about her budget. In response,

1 DERULO stated “Why are you worried about the budget? You are worried about the wrong
2 things.” Anxious of not meeting her obligations, Plaintiff asked if they could have a recording
3 session soon.

4 27. Out of due diligence, Plaintiff herself used her own contacts and resources to make records to
5 fulfill her obligations. Plaintiff played this recorded music for DERULO. Bales was present
6 with Plaintiff and that annoyed DERULO. DERULO was asked to purchase the records so that
7 Plaintiff does not lose out on them to other artists; which is currently happening to Plaintiff at
8 the time of the filing of this complaint. DERULO smugly said “if we lose them, I can always
9 get new records.”

10 28. On or about June 7, 2022, after many demands from Plaintiff and Bales to people at
11 ATLANTIC and FUTURE HISTORY, DERULO finally agreed to have an all-day recording
12 session with Plaintiff. That morning, DERULO moved the start time from 11:00 a.m. to 1:00
13 p.m. Plaintiff was on the way to the recording studio with Bales and a videographer hired to
14 create a behind-the-scenes video. Unfortunately, they were approximately one (1) hour late, due
15 to traffic from the President visiting Los Angeles. In fact, Los Angeles was host to the Summit
16 of the Americas, where many heads of state were visiting Los Angeles that affected traffic
17 throughout the area.

18 29. When Plaintiff arrived at the recording studio, DERULO immediately charged at Plaintiff in
19 front of Bales, the videographer, Plaintiff’s engineer and DERULO’s all-male staff, and lunged
20 at her causing her to step back and clutched her chest to brace herself for DERULO to
physically assault her. DERULO screamed within inches of Plaintiff’s face, “I don’t know who

1 you think you are! You're supposed to be here before me! You need to plan better!" Despite
2 Bales attempts to calm DERULO down, DERULO continued to yell at Plaintiff. Eventually,
3 after berating Plaintiff in front of others, DERULO realized the aggressive manner in which he
4 invaded Plaintiff's personal space and the inappropriate volume of his voice, then attempted to
5 give her a hug. Understandably, Plaintiff raced to the bathroom, where she proceeded to cry.
6 One of DERULO's engineers checked in with Plaintiff as she cried and told her to not worry
7 about it: "it's just tough love."

8 30. On or about June 8, 2022, Bales contacted HARRIS to inform him about the incident that
9 occurred the previous day. HARRIS responded to Bales admitted prior knowledge of the
10 incident and said there was nothing to do. "[DERULO] he is his own man and [...]. I'm not his
11 master." BALES responded saying "I know you're not his master, you're his manager... what
12 would you do if this was your daughter?" Bales attempted to elicit empathy from HARRIS,
13 asking him if he would like his own daughter to be treated the way DERULO treated Plaintiff.
14 HARRIS doubled down, saying that DERULO had the right to yell at Plaintiff, even at the New
15 York meeting, because "that was their meeting." HARRIS' indifference devastated Plaintiff, as
16 she felt this amazing opportunity was going to deteriorate because she refused to have sex with
17 and have drinks with DERULO, as he'd insisted on since the beginning.

18 31. On or about July 15, 2022, Plaintiff reached out to DERULO via text message and Instagram to
19 schedule another recording session and to discuss how he was not delivering on his promise or
20 that of ATLANTIC or FUTURE HISTORY. DERULO did not respond.

32. On or about July 19, 2022, Plaintiff contacted Anton Ben-Horin about the hostility she felt from

1 DERULO regarding the incidents in New York and at his home studio and the difficulty
2 communicating with DERULO. However, nothing was done about Plaintiff's concerns.
3 Ben-Horin acknowledged DERULO's behavior and that "the Atlantic team wants you to win but
4 I can't say the same for Jason [DERULO]."

5 33. From July to September 2022, Plaintiff recorded songs using her own money for studio
6 sessions. Plaintiff had to contact and set up her own sessions with producers of which she had
7 previous connections.

8 34. On or about September 6th, 2022, Plaintiff was informed her employment with ATLANTIC and
9 FUTURE was being terminated effective immediately. As a "reason," Plaintiff was told that
10 they wanted her to be "happy." Plaintiff requested to speak with ATLANTIC's Kallman and
11 Greenwald, but the response was "they're not going to have a conversation with you."

12 35. After Plaintiff's termination, Bales made repeated attempts via email to ATLANTIC's human
13 resources department. Plaintiff was directed by Atlantic's HR department merely to direct
14 Plaintiff to voice any concerns with FUTURE HISTORY. No one has ever reached out to
15 address Plaintiff's concerns over DERULO's sexually, emotionally and physically inappropriate
16 behavior towards her.

17 36. As a result of DERULO's, ATLANTIC's, FUTURE HISTORY and HARRIS' conduct, Plaintiff
18 required medical intervention for breakdowns, weight loss, insomnia, mood swings,
19 hopelessness, loss of motivation, betrayal, feelings of betrayal and deception. Plaintiff went on
20 to seek mental health treatment where she was diagnosed with, including, but not limited to,

1 post-traumatic stress disorder.

2
3 37. Plaintiff exhausted her administrative remedies by obtaining a Right-to-Sue letter through the
4 California Civil Rights Department.

5 **FIRST CAUSE OF ACTION**

6 **Quid Pro Quo Sexual Harassment**

7 **(Plaintiff Against Defendant ATLANTIC, FUTURE HISTORY and DERULO)**

8 38. Plaintiff incorporates all paragraphs above as though fully set forth herein.

9 39. At all relevant times herein mentioned, Plaintiff was an employee of Defendants.

10
11 40. DERULO made unwanted sexual advances to Plaintiff and/or engaged in unwanted verbal and
12 physical conduct of a sexual nature.

13 41. Plaintiff's terms of employment, job benefits, and/or working conditions were made contingent
14 on Plaintiff's acceptance of DERULO's sexual advances and/or conduct. After Plaintiff declined
15 DERULO's sexual advances, DERULO became difficult to communicate with, refused to work
16 with Plaintiff, yelled at Plaintiff on two (2) occasions, then subsequently terminated Plaintiff's
17 employment.

18 42. At the time of his conduct, DERULO was an agent of Defendants and served as Plaintiff's
19 supervisor.

1
2 43. As a direct and legal result of DERULO's conduct, and each of them, Plaintiff has suffered and
3 continues to suffer general, consequential, and special damages, including but not limited to
4 substantial losses in earnings, other employment benefits, emotional distress, future medical
5 expenses, and attorneys' fees, all to her damage, in an amount according to proof.

6 44. Said actions by Defendant justify the imposition of punitive damages in that the actions were
7 against public policy. Defendant committed the acts alleged herein maliciously, fraudulently,
8 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil
9 motive amounting to malice, and in conscious disregard of Plaintiff's rights.

10
11 **SECOND CAUSE OF ACTION**

12 **Failure to Prevent and/or Remedy Work Environment Harassment**

13 **(Plaintiff Against Defendants All Defendants)**

14 45. Plaintiff incorporates all paragraphs above as though fully set forth herein.

15 46. Plaintiff was subjected to harassment based on her sex and gender by Defendant DERULO as
16 alleged in more detail above. Such conduct is prohibited by the Fair Employment and Housing
17 Act (FEHA), Cal. Gov. Code § 12940 et seq.

18 47. Under FEHA, an employer is strictly liable for the harassing conduct of its agents and
19 supervisors. (*Fisher v. San Pedro Peninsula Hospital* (1989) 214 Cal.App.3d 590). FEHA also
20 requires employers to take all reasonable steps necessary to prevent unlawful harassment from

1 occurring. (Gov. Code § 12940(j) & (k)).

2
3 48. Defendant DERULO is currently signed to the major record label corporation, Defendant
4 ATLANTIC. DERULO is also the owner of a smaller record corporation, Defendant FUTURE.
5 In or around August of 2021, DERULO contacted Plaintiff and informed her that he planned to
6 partake in a joint venture between ATLANTIC and FUTURE. In order for the joint venture to be
7 initiated, DERULO needed to provide ATLANTIC with a new musical artist, and he wanted
8 Plaintiff to be that artist. Plaintiff, who dreamed of making music, eagerly accepted DERULO's
9 offer.

10 49. Plaintiff signed a contract with DERULO, ATLANTIC, and FUTURE. The contract provided,
11 in relevant part, that Plaintiff would be given an advance payment of \$150,000.00 but would
12 later be given a budget in a mutually agreed upon number between Plaintiff and DERULO. The
13 budget was meant to fund the creating and advertising of Plaintiff's album. The contract also
14 contained benchmarks which stated that Plaintiff was to deliver ATLANTIC a "mix tape,"
15 which is a shorter version of a musical album, within four (4) months of signing the contract,
16 and an album six (6) months after that. The contract also stated that Plaintiff would create a
17 single record that would feature DERULO.

18 50. In or around November of 2021, Plaintiff began to work with DERULO to create her album.
19 DERULO acted as Plaintiff's mentor and the supervising agent for ATLANTIC and FUTURE.

20 51. Prior to recording any music, DERULO informed Plaintiff that if she wanted to be successful in
"this business," Plaintiff would be required to partake in "goat skin and fish scales," which is a

1 term used to refer to conducting sex rituals and doing cocaine. Plaintiff rejected DERULO's
2 advice.

3
4 52. Plaintiff and DERULO would communicate through text message to schedule appointments to
5 record music. Through text message, DERULO invited Plaintiff to have drinks and dinner with
6 him at a "members only lounge" on multiple occasions. Plaintiff did not partake in having
7 drinks or dinner with DERULO. Plaintiff's priority was to begin recording her music, thus she
8 asked DERULO when they could meet at the recording studio. In response, DERULO asked
9 Plaintiff if she was going to have a drink with him during their recording sessions. Plaintiff
10 informed DERULO that she is not a drinker.

11
12 53. DERULO would often schedule recording sessions at hours that ranged between 9:00 p.m. to
13 2:00 a.m. During the recording sessions, DERULO pressured Plaintiff to drink with him.

14
15 54. In or around late September of 2021, Plaintiff was in the recording studio with DERULO during
16 late hours. During their recording session, DERULO told Plaintiff to have a drink with him.
17 Plaintiff refused, stating that she needed to be sober to sing. DERULO persisted that Plaintiff
18 have a sip of his drink. Plaintiff reluctantly took a sip of DERULO's drink but immediately
19 recognized that it contained a large amount of alcohol. Plaintiff informed DERULO that the
20 "drink was too strong," and DERULO encouraged Plaintiff to take another sip, but Plaintiff
refused.

55. On or about November 18, 2021, Plaintiff and DERULO had a meeting in New York City with
the Presidents of ATLANTIC, Kallman and Julie Greenwald, to discuss Plaintiff's career.

1 Minutes before the meeting, DERULO informed Plaintiff that another woman, Rosa, would be
2 joining them. Plaintiff and Rosa were placed in a room alone, where Rosa informed Plaintiff
3 that DERULO only invited her to the meeting because he was seeking to have a sexual
4 relationship with her.

5 56. Immediately following the meeting, Plaintiff was in the back seat of a car with DERULO when
6 she asked DERULO why Rosa was invited to the meeting that was held to discuss Plaintiff's
7 career. In response, DERULO lost control and began waving his arms across Plaintiff's face and
8 screaming, "What does she have to do with you? We weren't going to tell you anything! We
9 don't have to tell you anything!" Being trapped and afraid in the back of the car, Plaintiff merely
10 stayed quiet during the rest of the car ride.

11 57. Following the incident in the car, Plaintiff insisted that her mother travel with her to any future
12 meetings or sessions with DERULO.

13 58. DERULO became increasingly difficult to get a hold of. Plaintiff would contact DERULO
14 through text message to obtain a time to record music, but DERULO failed to respond. Plaintiff
15 also contacted DERULO's manager, HARRIS, to discuss when Plaintiff would receive a Project
16 Manager. In response, HARRIS told Plaintiff to wait. As a result of the lack of communication
17 from both DERULO and HARRIS, Plaintiff began to feel neglected.

18 59. On or about April 15, 2022, Plaintiff's mother Bales, contacted the Administrator of
19 ATLANTIC, Joyce. Bales explained that it had been extremely difficult to get a hold of
20 DERULO, which made it difficult for Plaintiff to record her album. This was especially true

1 because of the requirement in Plaintiff's contract that DERULO record a single with her. Bales
2 also explained that DERULO has refused to authorize a mutually agreed upon budget, as was
3 promised to Plaintiff in her contract. All of these factors prevented Plaintiff from creating the
4 mix tape and the album that was indicated in her contract.

5 60. On or about May 9, 2022, Bales sent a group text message to Soifer, the Artists and Repertoire
6 Representative of ATLANTIC, Ben-Horin, the Executive Vice-President of ATLANTIC, and
7 Plaintiff, stating that the benchmarks of Plaintiff's contract are not being met since, "HARRIS
8 [is] having a hard time finding records and DERULO is MIA."

9 61. On or about June 2, 2022, DERULO finally agreed to meet with Plaintiff in his malibu
10 residence. During their meeting, Plaintiff inquired about her budget. In response, DERULO
11 stated "Why are you worried about the budget? You are worried about the wrong things." Thus,
12 Plaintiff asked if they could have a recording session soon.

13 62. On or about June 7, 2022, DERULO agreed to have a recording session with Plaintiff.
14 DERULO changed the meeting from 11:00 a.m. to 1:00 p.m. for that same day. Plaintiff was on
15 the way to the recording studio with her mother, Bales, but they were approximately one (1)
16 hour late, for President Joe Biden was visiting Los Angeles City and they were stalled in traffic.
17 When Plaintiff arrived at the recording studio, DERULO charged at Plaintiff in front Bales and
18 began yelling, "I don't know who you think you are. You're supposed to be here before me. You
19 need to plan better." After yelling at Plaintiff, DERULO attempted to give her a hug, but
20 Plaintiff raced to the bathroom, where she proceeded to cry.

1 63. On or about June 8, 2022, Bales contacted HARRIS to inform him about the incident that
2 occurred the previous day. HARRIS responded to Bales by stating that he was aware of the
3 incident and there was nothing that he would do, for “[DERULO] is going to do whatever he’s
4 going to do and [...]. I’m not his master.”

5 64. On or about July 15, 2022, Plaintiff reached out to DERULO via text message to schedule
6 another recording session and to discuss how the benchmarks of her contract were not being
7 met. Plaintiff did not receive a response.

8 65. On or about July 19, 2022, Plaintiff contacted Ben-Horin about the hostility she felt from
9 DERULO and the difficulty she has been having trying to communicate with DERULO.
10 However, nothing was done about Plaintiff’s concerns.

11 66. On or about September 6, 2022, Plaintiff was contacted by Ben-Horin and HARRIS, who
12 informed Plaintiff that they were terminating her from ATLANTIC and FUTURE and refused to
13 give her a reason for her termination. Plaintiff requested to speak with the Presidents of Atlantic,
14 Kallman and Greenwald, but HARRIS stated that, “they’re not going to have a conversation
15 with you.” Plaintiff was subsequently sent a termination letter.

16 67. As a direct and legal result of Defendants’ conduct, and each of them, Plaintiff has suffered and
17 continues to suffer general, consequential, and special damages, including but not limited to
18 substantial losses in earnings, other employment benefits, emotional distress, future medical
19 expenses, and attorneys’ fees, all to her damage, in an amount according to proof.

1 68. Said actions by Defendants justify the imposition of punitive damages in that the actions were
2 against public policy. Defendant committed the acts alleged herein maliciously, fraudulently,
3 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil
4 motive amounting to malice, and in conscious disregard of Plaintiff's rights. Defendants
5 ATLANTIC and FUTURE had notice and knowledge of DERULO's actions. Yet, neither
6 ATLANTIC nor FUTURE conducted a genuine investigation of Plaintiff's complaints. Neither
7 Defendant reached out to Plaintiff or to Plaintiff's mother regarding the events. Instead, Plaintiff
8 was informed that her employment was terminated.

9 //

10 //

11 //

12 //

13 //

14 **THIRD CAUSE OF ACTION**

15 **Retaliation in Violation of FEHA**

16 **(Plaintiff Against All Defendants)**

17 69. Plaintiff incorporates all paragraphs above as though fully set forth herein.

18 70. At all times herein mentioned, California Government Code § 12940 et seq. was in full force
19 and effect and binding on Defendants and Defendants were subject to its terms. Defendants not
20 only failed to remedy the harassment about which Plaintiff complained about, but Defendants
ultimately terminated her employment, for reasons and in a manner contrary to FEHA, on a
pre-textual basis, because of her complaints about sexual harassment and because of her refusal

1 to engage in sexual relations with Defendant DERULO, as alleged above.

2
3 71. Defendant DERULO is currently signed to the major record label corporation, Defendant
4 ATLANTIC. DERULO is also the owner of a smaller record corporation, Defendant FUTURE.
5 In or around August of 2021, DERULO contacted Plaintiff and informed her that he planned to
6 partake in a joint venture between ATLANTIC and FUTURE. In order for the joint venture to be
7 initiated, DERULO needed to provide ATLANTIC with a new musical artist, and he wanted
8 Plaintiff to be that artist. Plaintiff, who dreamed of making music, eagerly accepted DERULO's
9 offer.

10 72. Plaintiff signed a contract with DERULO, ATLANTIC, and FUTURE. The contract provided,
11 in relevant part, that Plaintiff would be given an advance payment of \$150,000.00 but would
12 later be given a budget in a mutually agreed upon number between Plaintiff and DERULO. The
13 budget was meant to fund the creating and advertising of Plaintiff's album. The contract also
14 contained benchmarks which stated that Plaintiff was to deliver ATLANTIC a "mix tape,"
15 which is a shorter version of a musical album, within four (4) months of signing the contract,
16 and an album six (6) months after that. The contract also stated that Plaintiff would create a
17 single record that would feature DERULO.

18 73. In or around November of 2021, Plaintiff began to work with DERULO to create her album.
19 DERULO acted as Plaintiff's mentor and the supervising agent for ATLANTIC and FUTURE.

20 74. Prior to recording any music, DERULO informed Plaintiff that if she wanted to be successful in
"this business," Plaintiff would be required to partake in "goat skin and fish scales," which is a

1 term used to refer to conducting sex rituals and doing cocaine. Plaintiff rejected DERULO's
2 advice.

3
4 75. Plaintiff and DERULO would communicate through text message to schedule appointments to
5 record music. Through text message, DERULO invited Plaintiff to have drinks and dinner with
6 him at a "members only lounge" on multiple occasions. Plaintiff did not partake in having
7 drinks or dinner with DERULO. Plaintiff's priority was to begin recording her music, thus she
8 asked DERULO when they could meet at the recording studio. In response, DERULO asked
9 Plaintiff if she was going to have a drink with him during their recording sessions. Plaintiff
10 informed DERULO that she is not a drinker.

11
12 76. DERULO would often schedule recording sessions at hours that ranged between 9:00 p.m. to
13 2:00 a.m. During the recording sessions, DERULO pressured Plaintiff to drink with him.

14
15 77. In or around late September of 2021, Plaintiff was in the recording studio with DERULO during
16 late hours. During their recording session, DERULO told Plaintiff to have a drink with him.
17 Plaintiff refused, stating that she needed to be sober to sing. DERULO persisted that Plaintiff
18 have a sip of his drink. Plaintiff reluctantly took a sip of DERULO's drink but immediately
19 recognized that it contained a large amount of alcohol. Plaintiff informed DERULO that the
20 "drink was too strong," and DERULO encouraged Plaintiff to take another sip, but Plaintiff
refused.

78. On or about November 18, 2021, Plaintiff and DERULO had a meeting in New York City with
the Presidents of ATLANTIC, Kallman and Greenwald, to discuss Plaintiff's career. Minutes

1 before the meeting, DERULO informed Plaintiff that another woman, Rosa, would be joining
2 them. Plaintiff and Rosa were placed in a room alone, where Rosa informed Plaintiff that
3 DERULO only invited her to the meeting because he was seeking to have a sexual relationship
4 with her.

5 79. Immediately following the meeting, Plaintiff was in the back seat of a car with DERULO when
6 she asked DERULO why Rosa was invited to the meeting that was held to discuss Plaintiff's
7 career. In response, DERULO lost control and began waving his arms across Plaintiff's face and
8 screaming, "What does she have to do with you? We weren't going to tell you anything! We
9 don't have to tell you anything!" Being trapped and afraid in the back of the car, Plaintiff merely
10 stayed quiet during the rest of the car ride.

11 80. Following the incident in the car, Plaintiff insisted that her mother travel with her to any future
12 meetings or sessions with DERULO.

13 81. DERULO became increasingly difficult to get a hold of. Plaintiff would contact DERULO
14 through text message to obtain a time to record music, but DERULO failed to respond. Plaintiff
15 also contacted DERULO's manager, HARRIS, to discuss when Plaintiff would receive a Project
16 Manager. In response, HARRIS told Plaintiff to wait. As a result of the lack of communication
17 from both DERULO and HARRIS, Plaintiff began to feel neglected.

18 82. On or about April 15, 2022, Plaintiff's mother Bales, contacted the Administrator of
19 ATLANTIC, Joyce. Bales explained that it had been extremely difficult to get a hold of
20 DERULO, which made it difficult for Plaintiff to record her album. This was especially true

1 because of the requirement in Plaintiff’s contract that DERULO record a single with her. Bales
2 also explained that DERULO has refused to authorize a mutually agreed upon budget, as was
3 promised to Plaintiff in her contract. All of these factors prevented Plaintiff from creating the
4 mix tape and the album that was indicated in her contract.

5 83. On or about May 9, 2022, Bales sent a group text message to Soifer, the Artists and Repertoire
6 Representative of ATLANTIC, Ben-Horin, the Executive Vice-President of ATLANTIC, and
7 Plaintiff, stating that the benchmarks of Plaintiff’s contract are not being met since, “HARRIS
8 [is] having a hard time finding records and DERULO is MIA.”

9 84. On or about June 2, 2022, DERULO finally agreed to meet with Plaintiff in his malibu
10 residence. During their meeting, Plaintiff inquired about her budget. In response, DERULO
11 stated “Why are you worried about the budget? You are worried about the wrong things.” Thus,
12 Plaintiff asked if they could have a recording session soon.

13 85. On or about June 7, 2022, DERULO agreed to have a recording session with Plaintiff.
14 DERULO changed the meeting from 11:00 a.m. to 1:00 p.m. for that same day. Plaintiff was on
15 the way to the recording studio with her mother, Bales, but they were approximately one (1)
16 hour late, for President Joe Biden was visiting Los Angeles City and they were stalled in traffic.
17 When Plaintiff arrived at the recording studio, DERULO charged at Plaintiff in front Bales and
18 began yelling, “I don’t know who you think you are. You’re supposed to be here before me. You
19 need to plan better.” After yelling at Plaintiff, DERULO attempted to give her a hug, but
20 Plaintiff raced to the bathroom, where she proceeded to cry.

1 86. On or about June 8, 2022, Bales contacted HARRIS to inform him about the incident that
2 occurred the previous day. HARRIS responded to Bales by stating that he was aware of the
3 incident and there was nothing that he would do, for “[DERULO] is going to do whatever he’s
4 going to do and [...]. I’m not his master.”

5 87. On or about July 15, 2022, Plaintiff reached out to DERULO via text message to schedule
6 another recording session and to discuss how the benchmarks of her contract were not being
7 met. Plaintiff did not receive a response.

8 88. On or about July 19, 2022, Plaintiff contacted Ben-Horin about the hostility she felt from
9 DERULO and the difficulty she has been having trying to communicate with DERULO.
10 However, nothing was done about Plaintiff’s concerns.

11 89. On or about September 6, 2022, Plaintiff was contacted by Ben-Horin and HARRIS, who
12 informed Plaintiff that they were terminating her from ATLANTIC and FUTURE and refused to
13 give her a reason for her termination. Plaintiff requested to speak with the Presidents of Atlantic,
14 Kallman and Greenwald, but HARRIS stated that, “they’re not going to have a conversation
15 with you.” Plaintiff was subsequently sent a termination letter.

16 90. Defendants’ conduct, as described above, is in violation of various statutes and state law
17 decisions, including California Government Code § 12940 et seq., due to Plaintiff’s protected
18 classification and her protected activity about complaining about harassment based on it.

19 91. As a direct and legal result of Defendants’ conduct, and each of them, Plaintiff has suffered and
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1 continues to suffer general, consequential, and special damages, including but not limited to
2 substantial losses in earnings, other employment benefits, emotional distress, future medical
3 expenses, and attorneys' fees, all to her damage, in an amount according to proof.

4 92. Said retaliation was wrongful and justifies the imposition of punitive damages in that the actions
5 were against public policy. Defendant committed the acts alleged herein maliciously,
6 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an
7 improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights.

8 **FOURTH CAUSE OF ACTION**

9 **Sexual Harassment in Violation of Civil Code § 51.9**

10 **(Plaintiff Against All Defendants)**

11 93. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12 94. California Civil Code § 51.9, also part of the Unruh Act, provides that a defendant is liable for
13 sexual harassment where there is a professional relationship between the Plaintiff and Defendant
14 and, "The defendant has made sexual advances, solicitations, sexual requests, demands for
15 sexual compliance by the plaintiff, or engaged in other verbal, visual, or physical conduct of a
16 sexual nature or a hostile nature based on gender, that were unwelcome and pervasive or
17 severe."

18 95. Principles of ratification apply to a cause of action under statute imposing liability for sexual
19 harassment within a business, service or professional relationship, thus supporting liability for a
20

1 principal that ratifies an agent's originally authorized harassment. (*C.R. v. Tenet Healthcare*
2 *Corp.* (2009) 169 Cal.App.4th 1094).

3
4 96. At all times herein, there was a professional relationship between Plaintiff and Defendants.

5 97. Defendant DERULO made unwanted sexual advances towards Plaintiff, including, but not
6 limited to, the actions described herein.

7 98. Plaintiff is informed and believes, and based thereon alleges, that the above described conduct
8 of Defendants, and each of them, denied, or incited in a denial of, aided, discriminated against
9 Plaintiff or made an unlawful distinction that denied Plaintiff full and equal advantages,
10 privileges, and services based solely upon Plaintiff's complaints regarding sexual harassment
11 and her refusal to submit to the sexual advances of her supervisor, DERULO, and therefore
12 constitute a violation of the Unruh Act.

13 99. As a direct and legal result of Defendants' conduct, and each of them, Plaintiff has suffered and
14 continues to suffer general, consequential, and special damages, including but not limited to
15 substantial losses in earnings, other employment benefits, emotional distress, future medical
16 expenses, and attorneys' fees, all to her damage, in an amount according to proof.

17 100. Said actions by Defendants justify the imposition of punitive damages in that the actions were
18 against public policy. Defendant committed the acts alleged herein maliciously, fraudulently,
19 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil
20 motive amounting to malice, and in conscious disregard of Plaintiff's rights.

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2 101. As a further result of Defendants' acts as alleged herein, Plaintiff is entitled to civil penalties
3 and reasonable attorneys' fees and costs of suit as provided by Civil Code § 52(b).

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5 **FIFTH CAUSE OF ACTION**

6 **Intimidation and Violence in Violation of the Ralph Civil Rights Act**

7 **Cal. Civil Code §§ 51.7 & 52**

8 **(Plaintiff Against All Defendants)**

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10 102. Plaintiff incorporates all paragraphs above as though fully set forth herein.

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12 103. California Civil Code § 51.7, the Ralph Civil Rights Act of 1976, provides that all persons
13 within the jurisdiction of the State of California have the right to be free from any violence
14 and/or intimidation by threat of violence, committed against his or her person or property
15 because of her gender.

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17 104. Whoever denies the right provided by § 51.7, or aids, incites, or conspires in that denial, is liable
18 for each and every offense for the actual damages suffered by any person denied that right. Cal.
19 Civ. Code § 52(b).

20 105. The conduct of Defendants, and each of them, as described herein, constituted violence,
intimidation, and/or threat of violence against Plaintiff. A substantial motivating reason for such
conduct was Plaintiff's sex and/or gender.

1 106. As alleged herein, Defendants failed to provide a workplace free from violence and/or
2 intimidation by threat of violence by failing to act on Plaintiff's complaints of DERULO's
3 violent, threatening, intimidating, and hostile behavior. Defendants' refusal to take corrective
4 action and provide protection from workplace abusive conduct violates Cal. Civil Code § 51.7.
5 As a direct and legal result of Defendants' conduct, and each of them, Plaintiff has suffered and
6 continues to suffer general, consequential, and special damages, including but not limited to
7 substantial losses in earnings, other employment benefits, emotional distress, future medical
8 expenses, and attorneys' fees, all to her damage, in an amount according to proof.

9 107. Said actions by Defendants justify the imposition of punitive damages in that the actions were
10 against public policy. Defendant committed the acts alleged herein maliciously, fraudulently,
11 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil
12 motive amounting to malice, and in conscious disregard of Plaintiff's rights.

13 108. As a further result of Defendants' acts as alleged herein, Plaintiff is entitled to civil penalties
14 and reasonable attorneys' fees and costs of suit as provided by Civil Code § 52(b).

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20 **SIXTH CAUSE OF ACTION**

Breach of Contract

(Plaintiff Against All Defendants)

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109. Plaintiff incorporates all paragraphs above as though fully set forth herein.

110. Plaintiff signed a contract with DERULO, ATLANTIC, and FUTURE. The contract provided, in relevant part, that Plaintiff would be given an advance payment of \$150,000.00 but would later be given a budget in a mutually agreed upon number between Plaintiff and DERULO. The budget was meant to fund the creating and advertising of Plaintiff’s album. The contract also contained benchmarks which stated that Plaintiff was to deliver ATLANTIC a “mix tape,” which is a shorter version of a musical album, within four (4) months of signing the contract, and an album six (6) months after that. The contract also stated that Plaintiff would create a single record that would feature DERULO.

111. In or around November of 2021, Plaintiff began to work with DERULO to create her album. DERULO acted as Plaintiff’s mentor and the supervising agent for ATLANTIC and FUTURE.

112. Prior to recording any music, DERULO informed Plaintiff that if she wanted to be successful in “this business,” Plaintiff would be required to partake in “goat skin and fish scales,” which is a term used to refer to conducting sex rituals and doing cocaine. Plaintiff rejected DERULO’s advice.

113. Plaintiff and DERULO would communicate through text message to schedule appointments to record music. Through text message, DERULO invited Plaintiff to have drinks and dinner with him at a “members only lounge” on multiple occasions. Plaintiff did not partake in having drinks or dinner with DERULO. Plaintiff’s priority was to begin recording her music, thus she

1 asked DERULO when they could meet at the recording studio. In response, DERULO asked
2 Plaintiff if she was going to have a drink with him during their recording sessions. Plaintiff
3 informed DERULO that she is not a drinker.

4 114. DERULO would often schedule recording sessions at hours that ranged between 9:00 p.m. to
5 2:00 a.m. During the recording sessions, DERULO pressured Plaintiff to drink with him.

6 115. In or around late September of 2021, Plaintiff was in the recording studio with DERULO during
7 late hours. During their recording session, DERULO told Plaintiff to have a drink with him.
8 Plaintiff refused, stating that she needed to be sober to sing. DERULO persisted that Plaintiff
9 have a sip of his drink. Plaintiff reluctantly took a sip of DERULO's drink but immediately
10 recognized that it contained a large amount of alcohol. Plaintiff informed DERULO that the
11 "drink was too strong," and DERULO encouraged Plaintiff to take another sip, but Plaintiff
12 refused.

13 116. On or about November 18, 2021, Plaintiff and DERULO had a meeting in New York City with
14 the Presidents of ATLANTIC, Kallman and Greenwald, to discuss Plaintiff's career. Minutes
15 before the meeting, DERULO informed Plaintiff that another woman, Rosa, would be joining
16 them. Plaintiff and Rosa were placed in a room alone, where Rosa informed Plaintiff that
17 DERULO only invited her to the meeting because he was seeking to have a sexual relationship
18 with her.

19 117. Immediately following the meeting, Plaintiff was in the back seat of a car with DERULO when
20 she asked DERULO why Rosa was invited to the meeting that was held to discuss Plaintiff's

1 career. In response, DERULO lost control and began waving his arms across Plaintiff's face and
2 screaming, "What does she have to do with you? We weren't going to tell you anything! We
3 don't have to tell you anything!" Being trapped and afraid in the back of the car, Plaintiff merely
4 stayed quiet during the rest of the car ride.

5 //

6 118. Following the incident in the car, Plaintiff insisted that her mother travel with her to any future
7 meetings or sessions with DERULO.

8 119. DERULO became increasingly difficult to get a hold of. Plaintiff would contact DERULO
9 through text message to obtain a time to record music, but DERULO failed to respond. Plaintiff
10 also contacted DERULO's manager, HARRIS, to discuss when Plaintiff would receive a Project
11 Manager. In response, HARRIS told Plaintiff to wait. As a result of the lack of communication
12 from both DERULO and HARRIS, Plaintiff began to feel neglected.

13 120. On or about April 15, 2022, Plaintiff's mother Bales, contacted the Administrator of
14 ATLANTIC, Joyce. Bales explained that it had been extremely difficult to get a hold of
15 DERULO, which made it difficult for Plaintiff to record her album. This was especially true
16 because of the requirement in Plaintiff's contract that DERULO record a single with her. Bales
17 also explained that DERULO has refused to authorize a mutually agreed upon budget, as was
18 promised to Plaintiff in her contract. All of these factors prevented Plaintiff from creating the
19 mix tape and the album that was indicated in her contract.

20 121. On or about May 9, 2022, Bales sent a group text message to Soifer, the Artists and Repertoire
Representative of ATLANTIC, Ben-Horin, the Executive Vice-President of ATLANTIC, and

1 Plaintiff, stating that the benchmarks of Plaintiff’s contract are not being met since, “HARRIS
2 [is] having a hard time finding records and DERULO is MIA.”

3
4 122. On or about June 2, 2022, DERULO finally agreed to meet with Plaintiff in his malibu
5 residence. During their meeting, Plaintiff inquired about her budget. In response, DERULO
6 stated “Why are you worried about the budget? You are worried about the wrong things.” Thus,
7 Plaintiff asked if they could have a recording session soon.

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10 123. On or about June 7, 2022, DERULO agreed to have a recording session with Plaintiff.
11 DERULO changed the meeting from 11:00 a.m. to 1:00 p.m. for that same day. Plaintiff was on
12 the way to the recording studio with her mother, Bales, but they were approximately one (1)
13 hour late, for President Joe Biden was visiting Los Angeles City and they were stalled in traffic.
14 When Plaintiff arrived at the recording studio, DERULO charged at Plaintiff in front Bales and
15 began yelling, “I don’t know who you think you are. You’re supposed to be here before me. You
16 need to plan better.” After yelling at Plaintiff, DERULO attempted to give her a hug, but
17 Plaintiff raced to the bathroom, where she proceeded to cry.

18
19 124. On or about June 8, 2022, Bales contacted HARRIS to inform him about the incident that
20 occurred the previous day. HARRIS responded to Bales by stating that he was aware of the
incident and there was nothing that he would do, for “[DERULO] is going to do whatever he’s
going to do and [...]. I’m not his master.”

125. On or about July 15, 2022, Plaintiff reached out to DERULO via text message to schedule

1 another recording session and to discuss how the benchmarks of her contract were not being
2 met. Plaintiff did not receive a response.

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4 126. On or about July 19, 2022, Plaintiff contacted Ben-Horin about the hostility she felt from
5 DERULO and the difficulty she has been having trying to communicate with DERULO.
6 However, nothing was done about Plaintiff's concerns.

7
8 127. On or about September 6, 2022, Plaintiff was contacted by Ben-Horin and HARRIS, who
9 informed Plaintiff that they were terminating her from ATLANTIC and FUTURE and refused to
10 give her a reason for her termination. Plaintiff requested to speak with the Presidents of Atlantic,
11 Kallman and Greenwald, but HARRIS stated that, "they're not going to have a conversation
12 with you." Plaintiff was subsequently sent a termination letter.

13 128. As a direct result of the breaches by Defendants, Plaintiff sustained significant financial harm in
14 not being paid for work performed and over-paying for legal services performed.

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SEVENTH CAUSE OF ACTION

Breach of Covenant of Good Faith and Fair Dealing

(Plaintiff Against All Defendants)

129. Plaintiff incorporates all paragraphs above as though fully set forth herein.

130. As set forth above, Defendants and Plaintiff entered into a contract.

1 131. An implied term of the contract between Defendants and Plaintiff was a covenant of good faith
2 and fair dealing by each party to not do anything which would deprive the other of the benefit of
3 the contract. The implied covenant means that Defendants were duty bound from doing
4 anything that would make the performance of the contract impossible.

5 132. Defendants breached the implied covenant of good faith and fair dealing when they failed to
6 meet the benchmarks of Plaintiff's contract and ultimately prevented her from receiving the
7 resources to conduct the terms of the contract.

8 133. As a direct result of the breached by Defendants, Plaintiff sustained significant financial harm in
9 not being paid for work performed and over-paying for legal services performed.

10 **PRAYER**

- 11
- 12 1. For damages according to proof, including unpaid wages, loss of earnings, deferred
13 compensation, and other employment benefits;
 - 14 2. For general damages, including but not limited to emotional distress, according to proof;
 - 15 3. For other special damages according to proof, including but not limited to reasonable medical
16 expenses
 - 17 4. For punitive damages;
 - 18

1 5. For prejudgment interest on lost wages and benefits;

2
3 6. For costs incurred by Plaintiff, including reasonable attorneys’ fees and costs of suit, in
4 obtaining the benefits due to Plaintiff and for violations of Plaintiff’s civil rights through the
5 Fair Employment & Housing Act, the Civil Code and the Labor Code, as set forth above; and

6 7. For such other further relief as the court deems just and proper.

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8
9 Dated: October 3, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

10
11 By: _____
12 Ronald L. Zambrano, Esq.
13 Attorney for Plaintiff,
14 EMAZA GIBSON

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17 **DEMAND FOR JURY TRIAL**

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Plaintiff hereby demands trial by jury.

Dated: October 3, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

By: _____
Ronald L. Zambrano, Esq.
Attorney for Plaintiff,
EMAZA GIBSON