

APR 15 2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
LOS ANGELES COUNTY

LARONDA RASMUSSEN, KAREN MOORE,  
VIRGINIA EADY-MARSHALL, ENNY JOO,  
REBECCA TRAIN, AMY HUTCHINS,  
NANCY DOLAN, ANABEL PAREJA SINN,  
DAWN JOHNSON, and CHELSEA HANKE  
on behalf of themselves and all others similarly  
situated and aggrieved,

Plaintiffs,

vs.

THE WALT DISNEY COMPANY, WALT  
DISNEY PICTURES, HOLLYWOOD  
RECORDS, INC., WALT DISNEY DIRECT-  
TO-CONSUMER & INTERNATIONAL,  
DISNEY CONTENT SALES, LLC, BUENA  
VISTA HOME ENTERTAINMENT, INC.,  
WALT DISNEY PARKS AND RESORTS  
U.S., INC., WALT DISNEY IMAGINEERING  
RESEARCH & DEVELOPMENT, INC.,  
AMERICAN BROADCASTING  
COMPANIES, INC., TWDC ENTERPRISES  
18 CORP., and DOES 2-100,

Defendants.

Case No. 19STCV10974

**CORRECTED FOURTH AMENDED  
COMPLAINT**

**CLASS ACTION**

**DEMAND FOR JURY TRIAL**

When it comes to paying women fairly, The Walt Disney Company,<sup>1</sup> nearing its 100th year,<sup>2</sup> is woefully behind the times. While claiming that “[i]nclusion is a critical part of telling

<sup>1</sup> Except where appropriate, Defendants The Walt Disney Company, Walt Disney Pictures, Hollywood Records, Inc., Walt Disney Direct-To-Consumer & International, Disney Content Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney Imagineering Research & Development, Inc., Walt Disney Parks and Resorts U.S., Inc., American Broadcasting Companies, Inc., and TWDC Enterprises 18 Corp. are referred to collectively as “Disney.”

<sup>2</sup> Disney Brothers Cartoon Studio, which would become The Walt Disney Company, was created in 1923. See <https://www.thewaltdisneycompany.com/about/> (last visited March 22, 2019).

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1 the best stories, being relevant, and expanding audiences,”<sup>3</sup> Disney stubbornly refuses to pay its  
2 women employees equal to men doing the same work. In many instances, Disney is paying  
3 women workers tens of thousands of dollars less than their male counterparts.

4 The gender pay gap is not simply a “women’s issue,” it is an economic issue that impacts our  
5 entire state: California women make, on average, about 89 cents for every dollar their male  
6 counterparts make, costing the state’s economy \$78 billion dollars a year.<sup>4</sup>

7 Some companies are tackling the wage gap with real action. Since April 2019, nearly 40 major  
8 California employers, including Apple, Uber, AirBnB, Intel, Cisco, Salesforce, and Gap, have signed  
9 on to the California Pay Equity Pledge.<sup>5,6</sup> For good reason: as the California Commission on the Status  
10 of Women and Girls explains: “A company’s good reputation makes it easier to attract consumers, and  
11 recruit and retain employees in today’s competitive and informed workforce.”<sup>7</sup>

12 Rather than resist reform, the companies that have signed the pledge have all agreed to conduct  
13 annual, company-wide salary audits, among other things, to ensure compliance with California’s Equal  
14 Pay Act, the strongest in the country. Pay equity is achievable – even in a giant company<sup>8</sup> – so long as  
15 its Senior Executives recognize the desirability of eliminating discriminatory pay practices.

16 Plaintiffs LaRonda Rasmussen, Karen Moore, Ginia Eady-Marshall, Enny Joo, Rebecca Train,  
17 Amy Hutchins, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and Chelsea Hanke—all valuable  
18 and high-performing Disney employees and former employees—bring this lawsuit to address the  
19 rampant gender pay discrimination at Disney. Because Disney’s pay practices negatively affect their  
20 female co-workers throughout the state, Plaintiffs bring this case as a class action.

21 Together, they hope to force Disney to live up to the lofty ideals it promises, like this one: “At

22 <sup>3</sup> “Diversity & Inclusion Commitment” <https://bit.ly/2FRJUV8> (last visited July 4, 2019).

23 <sup>4</sup> See <https://www.mercurynews.com/2019/07/02/uber-intel-cisco-gap-join-california-equal-pay-campaign/> (last visited July 4, 2019).

24 <sup>5</sup> See <https://www.sfchronicle.com/politics/article/Jennifer-Siebel-Newsom-leans-in-to-power-as-15000045.php> (last visited January 28, 2020).

25 <sup>6</sup> See <https://women.ca.gov/payequitypledge/> (last visited July 4, 2019).

26 <sup>7</sup> See <https://women.ca.gov/californiapayequity/employers-resources/> (last visited July 4, 2019).

27 <sup>8</sup> See <https://www.mercurynews.com/2019/07/02/uber-intel-cisco-gap-join-california-equal-pay-campaign/> (“At least a few of the companies that have signed onto the campaign had previously  
28 announced that they had achieved pay parity, such as Apple (in 2016), Intel (in 2016, and globally in January) and Salesforce (in 2015).”)

1 Disney, we strive to include and attract individuals who reflect the diverse world in which we live. We  
2 also seek to ensure that our workplace is inclusive and provides the opportunity for all of our people to  
3 contribute and develop to their full potential.”<sup>9</sup> Without pay equity, Disney’s women workers will  
4 never develop to their full potential.

5 In support of their claims, upon knowledge and information and belief, Plaintiffs allege:

6 **INTRODUCTION**

7 1. The Walt Disney Company is the world’s largest media company.<sup>10</sup> As explained  
8 in its 2018 Annual Report,<sup>11</sup> “The Walt Disney Company, together with its subsidiaries, is a  
9 diversified worldwide entertainment company with operations in four business segments: Media  
10 Networks, Parks and Resorts, Studio Entertainment, and Consumer Products & Interactive  
11 Media.”

12 2. Many thousands of people, and thousands of women, work for Disney in  
13 California. Although they work in different capacities, and in different divisions, and  
14 departments, they are all overseen by Disney Global Human Resources Operations, and they are  
15 all subject to the same compensation and other human resource policies that are the focus of this  
16 litigation.

17 3. Over the 12 years Ms. Rasmussen has worked for Disney, she has come to  
18 understand that, across all of its business segments and at all levels of the company, Disney  
19 routinely underpays its female employees, passes them over for promotion, piles on extra work  
20 without additional compensation, and does not supply sufficient support staff to allow women to  
21 succeed at their jobs. Based on Ms. Rasmussen’s extensive experience—and after her efforts to  
22 resolve her complaints internally were unsuccessful—she was left with little choice but to

23 <sup>9</sup> See [https://www.thewaltdisneycompany.com/the-walt-disney-company-recognized-for-](https://www.thewaltdisneycompany.com/the-walt-disney-company-recognized-for-diversity-leadership/)  
24 [diversity-leadership/](https://www.thewaltdisneycompany.com/the-walt-disney-company-recognized-for-diversity-leadership/) (last visited July 4, 2019).

25 <sup>10</sup> See <https://www.thewaltdisneycompany.com/about/> (last visited March 22, 2019). Through  
26 June 2019, Disney grossed a staggering \$2.03 billion dollars, far ahead of any competitor. See  
27 [https://www.buzzfeednews.com/article/adambvary/disney-hollywood-20th-century-fox-marvel-](https://www.buzzfeednews.com/article/adambvary/disney-hollywood-20th-century-fox-marvel-outlook)  
28 [outlook](https://www.buzzfeednews.com/article/adambvary/disney-hollywood-20th-century-fox-marvel-outlook) (last visited July 5, 2019). “The next highest studios this year, Warner Bros. and  
Universal, haven’t made even half that amount.” *Id.*

<sup>11</sup> Available at: [https://www.thewaltdisneycompany.com/wp-content/uploads/2019/01/2018-](https://www.thewaltdisneycompany.com/wp-content/uploads/2019/01/2018-Annual-Report.pdf)  
[Annual-Report.pdf](https://www.thewaltdisneycompany.com/wp-content/uploads/2019/01/2018-Annual-Report.pdf) (last visited March 22, 2019).

1 conclude that Disney simply values its male employees greater than its female employees. Even  
2 if Disney's devaluation of women's work is not intentional, it is against the law.

3 4. As such, on behalf of the Class defined below, and the aggrieved employees, she  
4 and the other Plaintiffs seek all legal and equitable relief available under the California Equal Pay  
5 Act, California Labor Code § 1197.5; California Labor Code §§ 201-203; California Labor Code  
6 § 210, the Fair Employment and Housing Act, California Government Code § 12900, *et seq.*,  
7 California Labor Code § 232, California Business & Professions Code § 17200, *et seq.*; and the  
8 California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

9 **PARTIES**

10 5. Plaintiff LaRonda Rasmussen is a bi-racial woman over the age of eighteen. She  
11 resides in Valley Village, California. She works for Disney in Glendale, California.

12 6. Plaintiff Karen Moore is a woman of color over the age of eighteen. She resides in  
13 Sherman Oaks, California. She works for Disney in Burbank, California.

14 7. Plaintiff Virginia Eady-Marshall is an Asian American woman over the age of  
15 eighteen. She resides in Burbank, California. She works for Disney in Burbank, California.

16 8. Plaintiff Enny Joo is a woman of color over the age of eighteen. She resides in  
17 Los Angeles, California. She works for Disney in Burbank, California.

18 9. Plaintiff Rebecca Train is a woman over the age of eighteen. She resides in  
19 Glendale, California. She works for Disney in Glendale, California.

20 10. Plaintiff Amy Hutchins is a woman over the age of eighteen. She resides in  
21 Burbank, California. She previously worked for Disney in Burbank, California.

22 11. Plaintiff Nancy Dolan is a woman over the age of eighteen. She resides in Los  
23 Angeles, California. She works for Disney in Burbank, California.

24 Plaintiff Anabel Pareja Sinn is a Hispanic woman over the age of eighteen. She resides in Los  
25 Angeles, California. She previously worked for Disney in Burbank, California.

26 12. Plaintiff Dawn Johnson (also known as Dawn Wisner-Johnson) is a woman over  
27 the age of eighteen. She resides in Cedarpines Park, California. She previously worked for  
28 Disney in Burbank, California.

1           13.     Plaintiff Chelsea Hanke (nee Mielke) is a woman over the age of eighteen. She  
2 resides in Sylmar, California. She works for Disney in Burbank, California.

3           14.     Defendant The Walt Disney Company is incorporated in Delaware, and is  
4 registered with the California Secretary of State. The Walt Disney Company's principal place of  
5 business is in Burbank, California. The Walt Disney Company is, or was, an employer of each of  
6 the named Plaintiffs.<sup>12</sup>

7           15.     Defendant Walt Disney Pictures is incorporated in California, and is registered  
8 with the California Secretary of State. Walt Disney Pictures' principal place of business is in  
9 Burbank, California.

10          16.     Defendant Hollywood Records, Inc. is incorporated in California, and is registered  
11 with the California Secretary of State. Hollywood Records, Inc.'s principal place of business is in  
12 Burbank, California.

13          17.     Defendant Walt Disney Direct-to-Consumer and International is incorporated in  
14 California, and is registered with the California Secretary of State. Defendant Walt Disney  
15 Direct-to-Consumer and International's principal place of business is in Burbank, California.

16          18.     Defendant Disney Content Sales, LLC is incorporated in Delaware, and is  
17 registered with the California Secretary of State. Disney Content Sales, LLC's principal place of  
18 business is in Burbank, California.

19          19.     Buena Vista Home Entertainment, Inc. (commonly known as Walt Disney Studios  
20 Home Entertainment) is incorporated in California, and is registered with the California Secretary  
21 of State. Buena Vista Home Entertainment, Inc.'s principal place of business is in Burbank,  
22 California.

23     //

24 \_\_\_\_\_  
25 <sup>12</sup> Throughout its Annual Financial Reports (Form 10-K), The Walt Disney Company refers to  
26 "our employees." "The Walt Disney Company and Affiliated Companies Standards of Business  
27 Conduct" and "The Walt Disney Company and Affiliated Companies Employee Policy Manual"  
28 apply to all Disney employees, and the Introductions of both of those documents are signed by  
Robert A. Iger, President and Chief Operating Officer of The Walt Disney Company. When  
defining itself in communications to its employees, Disney refers to "The Walt Disney Company  
and Affiliated Companies" as "the company."

20. Defendant Walt Disney Parks and Resorts U.S., Inc. is incorporated in Florida, and is registered with the California Secretary of State. Defendant Walt Disney Parks and Resorts U.S., Inc.'s principal executive office is in Lake Buena Vista, Florida, and its principal place of business in California is in Anaheim.

21. Defendant Walt Disney Imagineering Research & Development, Inc. is incorporated in Delaware, and is registered with the California Secretary of State. Walt Disney Imagineering Research & Development, Inc.'s principal place of business is in Glendale, California.

22. Defendant American Broadcasting Companies, Inc. is incorporated in New York, and is registered with the California Secretary of State. Defendant American Broadcasting Companies, Inc. maintains its principal place of business in California in Anaheim. Defendant American Broadcasting Companies, Inc. is a subsidiary of The Walt Disney Company.

23. Defendant TWDC Enterprises 18 Corp. is incorporated in Delaware, and is registered with the California Secretary of State. Defendant TWDC Enterprises 18 Corp. maintains its principal place of business in Burbank.

24. The true names of Defendants sued as Does 2-100 are unknown to Plaintiffs. They are sued pursuant to California Code of Civil Procedure section 474.

25. Each of the fictitiously-named Doe Defendants is responsible in some manner for the conduct alleged herein, including, without limitation, by way of conspiracy, aiding, abetting, furnishing the means for, and/or acting in capacities that create agency, *respondeat superior*, and/or predecessor- or successor-in-interest relationships with the other Defendants.

26. Plaintiffs may seek to amend these pleadings as the identities of the Doe Defendants are discovered, and to add additional facts and/or legal theories.

#### **JURISDICTION AND VENUE**

27. This Court has jurisdiction over this matter because The Walt Disney Company, Walt Disney Pictures, Hollywood Records, Inc., Walt Disney Direct-to-Consumer and International, Disney Content Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney Parks and Resorts U.S., Inc., Walt Disney Imagineering Research & Development, Inc.,

1 American Broadcasting Companies, Inc., and TWDC Enterprises 18 Corp. maintain offices in  
2 California, are licensed to do business in California, regularly conduct business in California, and  
3 committed and continue to commit the unlawful acts alleged herein in California.

4 28. Venue is proper in this Court pursuant to California Code of Civil Procedure  
5 section 395.5 because: a) many Class members work, or have worked in this county and, as such,  
6 liability arises in this county; and b) several of Defendants maintain their principal places of  
7 business in this county.

#### 8 **FACTUAL ALLEGATIONS**

##### 9 **Plaintiff Rasmussen's Background at Disney**

10 29. LaRonda Rasmussen obtained her B.S. in Accounting from California State  
11 University, Northridge. After graduating, she worked for NBC Universal for several years.

12 30. In February 2008, she was hired by Disney as a "Senior Financial Analyst."<sup>13</sup> Her  
13 job application requested information about her prior salary, which she provided. Her starting  
14 salary at Disney was set at \$70,000.

15 31. Ms. Rasmussen has worked extremely hard for Disney for more than a decade.  
16 She regularly works on weekends, delivers what is required of the job, and is dedicated to  
17 Disney's mission. She enjoys her job tremendously, and considers herself a true team player.  
18 She routinely receives positive performance reviews from her supervisors. From time to time,  
19 she has been rewarded with raises and bonuses.

20 32. Despite Ms. Rasmussen's clear devotion to her employer, and her exemplary  
21 performance, Disney discriminates against her on account of her gender, paying her far less than  
22 her male counterparts even though she is doing the same or substantially similar work as them  
23

24 \_\_\_\_\_  
25 <sup>13</sup> Like all of the named Plaintiffs, Ms. Rasmussen has multiple employers in her position at  
26 Disney. Her offer letter was on The Walt Disney Company letterhead, and was signed by a  
27 "Heather Artingstall, Staffing Consultant, Talent Acquisition, The Walt Disney Company." Her  
28 2017 pay adjustment form was completed by "Disney Global HR Operations." Her paystub  
indicates that she is paid by Walt Disney Pictures. Like all of Disney's employees, Ms.  
Rasmussen's performance evaluations are recorded on a form that has "[Disney's 'D' graphic  
logo] Achieve" embossed at the top.

1 when viewed as a composite of skill, effort and responsibility, and performed under similar  
2 working conditions.

3 **Plaintiff Rasmussen Raises Concerns with Disney Human Resources**

4 33. In 2017, Ms. Rasmussen raised the issue of unfair pay with Disney's Human  
5 Resources department ("Disney HR"). She explained that she believed that she was earning less  
6 than men performing the same (or substantially similar) job duties, and asked for a desk audit to  
7 determine whether her job responsibilities were aligned with her title.

8 34. At the time, Ms. Rasmussen's base salary was \$109,958.

9 35. Each of the six men holding the same title as her ("Manager, Product  
10 Development") in 2017 had a much higher base salary.

- 11 ➤ The *lowest-paid* male Manager received *\$16,000+ more* in base salary than  
12 Plaintiff Rasmussen.
- 13 ➤ The *highest-paid* male Manager was paid almost *\$40,000 more than her*.
- 14 ➤ When comparing the *average base salary* of male Managers, *Plaintiff Rasmussen*  
15 *was shortchanged more than \$26,000*.
- 16 ➤ One *recently-hired male Manager*—with several years less experience than  
17 Plaintiff Rasmussen—*was paid \$20,000+ more*.

18 36. Likewise, each of the six men holding the title "Senior Manager, Product  
19 Development" in 2017 was paid significantly more than Ms. Rasmussen, even though she was  
20 doing the same or substantially similar work as them.

- 21 ➤ The *lowest-paid* male Senior Manager received *\$26,000+ more* in base salary than  
22 Plaintiff Rasmussen.
- 23 ➤ The *highest-paid* male Senior Manager was paid more than *\$64,000 more* than  
24 her.
- 25 ➤ When comparing the *average base salary* of male Senior Managers, *Plaintiff*  
26 *Rasmussen was shortchanged nearly \$50,000*.



**Disney's Response**

37. Five months after Ms. Rasmussen asked Disney to consider whether she was being paid equally, Disney HR informed her that the amount of her pay "was not due to gender."

38. Even still, in November 2017, Disney raised Ms. Rasmussen's salary by \$25,000 (approximately 23% of her base salary, but still only bringing her to the low end of the range of salaries earned by Managers), claiming that the increase was due to an evaluation of "market forces." That explanation was contradicted by Disney's own records, which show that the "pay reason" assigned by Disney HR to the pay raise was: "equity adjustment."

39. As of August 2018 (a year after she received a raise):

- When compared to the average salary of male Managers, Ms. Rasmussen was paid \$5,270 less. When compared to the average salary of male Senior Managers, Ms. Rasmussen was paid approximately \$34,000 less.

**Plaintiff Rasmussen's Performance History**

40. Plaintiff Rasmussen has always received positive comments in her performance evaluations, typically being graded "Right on Track" and "Moving Ahead." Some of the glowing comments Ms. Rasmussen's supervisors have made over the years include:

- "She understands the Music Labels business very well and she has done a good job of implementing changes and managing their support for the forecast."
- She did an excellent job of working with the Music Publishing site and the team to design a more simplified model. This is to date one of our most successful projects since go-live."
- "LaRonda is building a good relationship with our main user from Pixar."
- "LaRonda will work extremely long hours and will never complain when we have a deadline."
- "LaRonda has contributed immensely to the team during 2011."
- "LaRonda performed at a very high level this year. She has exceeded my expectations on several occasions. She is truly a team player, she will work long hours when required and she is extremely focused on improvements. She is calm

1 under pressure, is assertive when required and she partners well. I would like to  
2 recommend LaRonda to be promoted to Project Manager this year [(2011)] as I  
3 believe she is performing at that level.”

4 ➤ “LaRonda has had a very successful year and has transitioned extremely well into  
5 her role as a Project Manager.”

6 ➤ “She is extremely detail oriented, questions everything, has excellent process  
7 knowledge and is methodical. She always earns the respect of the business  
8 community extremely fast. She is now building a strong reputation within the IT  
9 team.”

10 ➤ “She has also shown herself to be a very good presenter. She presented at several  
11 critical meetings this years [sic] and she showed tremendous poise and  
12 professionalism.”

13 ➤ “In 2015, LaRonda grew upon the successful engagement she has built over the  
14 last 2 years and maintained her trusted partnership with the music royalties and  
15 accounting team.”

16 ➤ “LaRonda starts with yes and her can-do willingness to take on challenging work  
17 is infectious with the larger team. She is transparent and willing to confront  
18 difficult issues.”

### 19 **Disney Underpays Other Women Employees**

20 41. Plaintiff Rasmussen is not alone in being treated as cheap labor at Disney; other  
21 women employees are also underpaid by Disney.

22 42. Another female Manager was given the work of a Senior Manager, but was not  
23 given a promotion for taking on extra responsibilities.

24 43. At the same time that Ms. Rasmussen received an “equity adjustment” in her  
25 salary, a female Senior Manager also received a 26.6% raise and another female Manager  
26 received a 27.7% raise, suggesting that Disney recognized the pay disparity was widespread.

27 //

28 //

1           44.     **Plaintiff Karen Moore** is a Senior Copyright Admin Administrator within the  
2 Disney Music Group and a 23-year employee of Disney.<sup>14</sup>

3           45.     Within the Class period, Ms. Moore inquired about an open position for  
4 “Manager,” but she was discouraged from applying. Later, the job was converted into a “Senior  
5 Manager” position and eventually a man was placed in that spot. On information and belief, he is  
6 making significantly more than Ms. Moore, even though they are both performing the same or  
7 substantially similar work when viewed as a composite of skill, effort and responsibility, and  
8 performed under similar working conditions. Ms. Moore has been kept in her current role,  
9 despite the fact that her supervisors have long recognized her “expert knowledge” as  
10 “instrumental” to the department.

11           46.     On information and belief, Disney is discriminating against Ms. Moore on account  
12 of her gender, paying her far less than her male counterparts even though she is doing the same or  
13 substantially similar work as them when viewed as a composite of skill, effort and responsibility,  
14 and performed under similar working conditions.

15           47.     **Plaintiff Ginia Eady-Marshall** is a Senior Manager for Disney Music Publishing,  
16 and has worked for Disney for a total of more than 15 years.<sup>15</sup>

17           48.     In 2013, Ms. Eady-Marshall was promoted to Manager, assuming the  
18 responsibility of overseeing Music Research. That position had previously been occupied by a  
19 man, who held the (higher) title of Director. Ms. Eady-Marshall performs the same or  
20 substantially similar job duties than him, but has not been given the title of Director, or the  
21

22           <sup>14</sup> Ms. Moore has multiple employers in her position with Disney. Her paycheck shows that she  
23 is paid by Hollywood Records, Inc. Her performance evaluation lists her “business organization”  
24 as “SE-DMG-CA Copyright Administration” (Disney Music Group). Her performance  
25 evaluations are recorded on a form that has “[Disney’s “D” graphic logo] Achieve” embossed at  
the top. Her work email address ends with “@disney.com.”

26           <sup>15</sup> Ms. Eady-Marshall has multiple employers in her position with Disney. Her paycheck shows  
27 that she is paid by Hollywood Records, Inc. Her performance evaluations are recorded on a form  
28 that has “[Disney’s “D” graphic logo] Achieve” embossed at the top. Her performance evaluation  
lists her “business organization” as “SE-DMG-CA Music Research” (Disney Music Group). Her  
2015 “Promotion Questionnaire” has The Walt Disney Studios embossed at the top of the first  
page. Her work email address ends with “@disney.com.”

1 commensurate salary. Adding insult to injury, Ms. Eady-Marshall is expected to, and does, run  
2 the department with one less staff member than her male predecessor had.

3 49. Ms. Eady-Marshall's supervisors acknowledge that she has been doing the work of  
4 a Director for years, with one of them stating in her 2015 Promotion Questionnaire: "The job  
5 responsibilities of Ginia's position are consistent with those responsibilities performed by ...  
6 Senior Managers and one Director." Despite this acknowledgement, Disney refuses to give her  
7 the title of Director, instead promoting her to Senior Manager.<sup>16</sup>

8 50. In 2016, Ms. Eady-Marshall learned that she was earning \$25,000 less than the  
9 low end of the range for her title of Senior Manager (and that men with the same title were  
10 earning within the range). When she raised the issue with Disney HR, they gave her a \$25,000  
11 raise, bringing her just to the bottom end of the range. Disney did not pay her for any back pay at  
12 the time, and has, to this day, refused to increase her title and salary to the appropriate level.

13 51. Ms. Eady-Marshall has consistently received laudatory performance evaluations  
14 over the years, though she has had to deal with inadequate staffing and steady workload increases.  
15 Some of the comments her supervisors and colleagues have made include:

- 16 ➤ "Superb organizational ability, meticulous attention to detail, excellent written/oral  
17 communication skills, team player (with proven ability to collaborate to achieve  
18 team goals), initiative-taker, multi-tasker, strong analytical and critical thinking  
19 abilities (including a proven ability to train subordinates), and reliable and  
20 dedicated work ethic with an ability to efficiently manage a heavy workload."  
21 ➤ "[S]he has one of the most difficult and important jobs in our business. In addition  
22 to the sheer volume of shows, the job itself to review every episode of every show  
23 that airs for cue sheet accuracy is an immense undertaking. I don't think most  
24 people understand the enormous responsibility her job entails and I hope this  
25 precious resource is not taken for granted. She is so thorough and knowledgeable,

26 <sup>16</sup> When she was promoted, Ms. Eady-Marshall was told that she could not be promoted from  
27 Manager to Director because she would be skipping a level (Senior Manager). However, the  
28 same year she was promoted, a male colleague was promoted from Manager to Director without  
ever holding the title of "Senior Manager."

I can not say enough good things about her... *I can not imagine finding anyone who could fill her shoes.*"

➤ "Ginia's workload has increased at an unprecedented pace."

➤ "Ginia also has become the *resident subject matter expert*."

52. Historically, Ms. Eady-Marshall has made significantly less than her male counterparts for the same or substantially similar work, at times more than \$25,000 less. On information and belief, she is still not being fairly compensated. Ms. Eady-Marshall has repeatedly raised the issue with her superiors and with Disney HR, without redress.

53. Ms. Eady-Marshall is well-respected in the industry, and her reputation as hard-working and effective benefits Disney when she represents the company at industry events. Several of Ms. Eady-Marshall's colleagues have remarked on the fact that she deserves a much higher title, and commensurate pay, for the level of work that she is doing. At another company, she would undoubtedly hold the title of Director, if not Vice President. But at Disney, she has been held back while her male colleagues have been promoted quickly, sometimes even skipping a level.

54. In 2018, fed up with the apparent double-standard for women and men at Disney, Ms. Eady-Marshall expressed that she expected to be compensated (in title and salary) for the Director-level work she is doing, and raised her concerns about unconscious bias. After a review, HR informed her that a title and compensation bump "was not warranted."

55. On information and belief, Disney is discriminating against Ms. Eady-Marshall on account of her gender, paying her far less than her male counterparts even though she is doing the same or substantially similar work as them when viewed as a composite of skill, effort and responsibility, and performed under similar working conditions.

56. Plaintiff Enny Joo has worked for Disney since 1998.<sup>17</sup> When she was first hired, her title was Manager, Creative. In 2000, she was promoted to Director, Creative. Since 2000,

<sup>17</sup> Ms. Joo has multiple employers in her position with Disney. Her paycheck shows that she is paid by Hollywood Records, Inc. Her performance evaluations are recorded on a form that has "[Disney's 'D' graphic logo] Achieve" embossed at the top. Ms. Joo's 2016 "Performance Connection" evaluation form lists her 'business unit' as Disney Music Group. Her work email

1 she has not been promoted, despite the fact that, in 2017, she was asked to oversee the entire  
2 roster of Hollywood Records' artists. Acknowledging that "she has risen to head up all creative  
3 campaigns within the Marketing Department at Hollywood Records," Ms. Joo's supervisors say  
4 that she plays an "essential" role, which she "excels at." They also say that she is a "lead voice  
5 for creative" who is "uniquely qualified."

6 57. Ms. Joo's performance evaluations have been consistently excellent. Some  
7 comments made by her supervisors over the years include:

- 8 ➤ "She manages to juggle a very heavy, often very taxing workload with grace and  
9 intelligence."
- 10 ➤ She is a "*real leader*," who is "*working at the top of her game*."
- 11 ➤ "She consistently delivers top-notch solutions, stands up for excellence and  
12 courageously defends our brand values."

13 58. Instead of rewarding Ms. Joo for her exemplary job performance and dedication,  
14 Disney expects Ms. Joo to be content with her recently-increased responsibilities, with no  
15 promotion or raise to go along with them. Given her new role, Ms. Joo's title should be Vice  
16 President, as was the man's who performed her job before her. Because Ms. Joo has been held  
17 back in terms of her title and pay grade, she is paid significantly less than the male Vice President  
18 who preceded her. She is also paid less than other male Vice Presidents tasked with job duties  
19 that are the same or substantially similar to hers.

20 59. Ms. Joo has complained about her unfair treatment to her supervisors, to no avail.  
21 Despite her long tenure, and exemplary performance reviews, Ms. Joo was told to spend a year  
22 "proving" herself, then ask for a promotion and a raise. She did just that, but at the end of the  
23 year, she was told that "nothing could be done" about her pay or her title.

24 60. On information and belief, Disney is discriminating against Ms. Joo on account of  
25 her gender, paying her far less than her male counterparts even though she is doing the same or  
26 //

27  
28 address ends with "@disney.com."

1 substantially similar work as them when viewed as a composite of skill, effort and responsibility,  
2 and performed under similar working conditions.

3         **61. Plaintiff Becky Train** began working for Disney Imagineering, also known as  
4 “Theme Park Productions,” as a contractor in 2015.<sup>18</sup> In 2017, she was converted to a part-  
5 time/hourly employee and in January 2018, she was given a full-time/salaried position. Her title  
6 has always been Media Producer. Ms. Train is aware of at least one other Media Producer, a  
7 man, who was *earning more than \$10,000 more* than she was, though they were doing the exact  
8 same job. Although Ms. Train has only worked for Disney for a few years, her supervisors  
9 recognize her as “instrumental for the project team,” and characterize her as “a strong,  
10 knowledgeable, and driven producer.”

11         **62.** On information and belief, Disney is discriminating against Ms. Train on account  
12 of her gender, paying her far less than her male counterparts even though she is doing the same or  
13 substantially similar work as them when viewed as a composite of skill, effort and responsibility,  
14 and performed under similar working conditions.

15         **63. Plaintiff Amy Hutchins** worked for Disney’s Direct-To-Consumer business  
16 segment for 14 years.<sup>19</sup> She held the title of Production Supervisor for more than 10 years,  
17 though her supervisor acknowledged that she was doing Producer-level work. Though Ms.  
18 Hutchins consistently received good performance reviews (she was “instrumental for the project

19  
20 <sup>18</sup> Ms. Train has multiple employers in her position with Disney. Her paycheck shows that she is  
21 paid by Walt Disney Parks and Resorts U.S., Inc. Ms. Train’s performance evaluations are  
22 recorded on a form that has “[Disney’s “D” graphic logo] Achieve” embossed at the top and her  
23 2018 performance evaluation refers to her role “in WDI” (Walt Disney Imagineering). Her ID  
24 Card says “The Walt Disney Company and Affiliated Companies,” and says “Imagineering  
25 Campus.” Her “Day 1 New Hire Itinerary” is on Walt Disney Imagineering letterhead. Her work  
26 email address ends with “@disney.com” and the email signature line of the individual who  
27 offered her the job shows that he is an Executive at Walt Disney Imagineering, though his online  
28 Disney profile shows that his “company code” is “WD Parks & Resorts US, Inc.” The recruiter  
who assisted with her hiring process has an email signature that indicates she works for “Walt  
Disney Imagineering – Walt Disney Parks & Resorts.”

<sup>19</sup> Ms. Hutchins had multiple employers in her position with Disney. Her paycheck shows that  
she was paid by Disney Content Sales, LLC. Her online Disney profile categorized her as  
working for “DTCI-CA Creative” (Direct-to-Consumer & International). Her work email address  
ended with “@disney.com,” and her 2015 W-2 showed her employer as Buena Vista Home  
Entertainment.

1 team," for example), she was passed over for promotion and was stymied in her career trajectory  
2 because of her gender. Ms. Hutchins was tasked with job duties that were the same or  
3 substantially similar to male Production Managers and male Producers, but she was paid  
4 significantly less than them by virtue of the fact that she was been held back in terms of her title  
5 and pay grade.

6 64. On information and belief, Disney discriminated against Ms. Hutchins on account  
7 of her gender, paying her far less than her male counterparts even though she was doing the same  
8 or substantially similar work as them when viewed as a composite of skill, effort and  
9 responsibility, and performed under similar working conditions.

10 65. Plaintiff Nancy Dolan has worked for Walt Disney Studios Motion Pictures  
11 Production for more than eighteen years.<sup>20</sup> She started out in temporary positions in 2001. A  
12 year later, she transitioned into a permanent full-time position, with the title of Assistant to the  
13 Senior Vice President of Music Creative & Marketing. As time passed, Ms. Dolan received  
14 periodic promotions, from Coordinator, to Senior Coordinator, to Manager. Since January 2015,  
15 she has held the title of Senior Manager, Creative Music Marketing.

16 66. For years, Ms. Dolan's supervisor, the President of Music, has expressed his belief  
17 that her job responsibilities are the same as someone several steps above her current title, and that  
18 a promotion for her is "long overdue." Her last three performance reviews have consistently  
19 reflected this sentiment:

20 //

21  
22 <sup>20</sup> Ms. Dolan has multiple employers in her position with Disney. Her paycheck shows that she is  
23 paid by Walt Disney Pictures. Her performance evaluations are recorded on a form that has  
24 "[Disney's 'D' graphic logo] Achieve" embossed at the top, and lists her "business organization"  
25 as "SE-WDSMPP-CA" (Walt Disney Studios Motion Picture Production). A "Position  
26 Evaluation Questionnaire" that Ms. Dolan completed in 2015 has The Walt Disney Studios  
27 embossed at the top of each page. The Walt Disney Company sends all of its employees (across  
28 Disney, Pixar, ESPN, Marvel, Lucasfilm) emails reminding them to complete their Disney  
compliance training. Said emails refer to "The Walt Disney Company and its Affiliated  
Companies" as "the Company," and notify employees to "contact the Disney IT Support Center at  
1-866-5DISNEY" if they run into technical problems with the "TWDC" training. The email  
signature of Ms. Dolan's immediate boss indicates that he is President of Walt Disney Studios &  
The Disney Music Group. Her work email address ends with "@disney.com."



- 2018: "She is a seamless collaborator, *unparalleled expert in her field* and truly *operates on a Vice President level.*"
- 2017: "[T]here is absolutely no question in my mind that [Nancy] is performing even beyond Director level."
- 2016: "Nancy exceeded my performance expectations and is operating easily at Director level, if not higher."

67. Despite the fact that she is performing the work of a Vice President—and has been working above her pay grade for years—Disney HR refuses to grant Ms. Dolan a promotion. Each time the subject is raised, her superiors kick the can down the road or, worse, move the goal posts for what is required for her to be recognized for her contributions. In one instance, for example, she was told by an HR representative that Disney wanted to "see success with a couple of our live action titles," though her superiors have always given her stellar evaluations:

- "I can't tell you how valuable Nancy is to me, to us, in helping me conceive and then execute all things music creative marketing related from production of music videos, to label copy for soundtracks and publicity, artists relations for events, etc."
- "She is *worth her weight in gold.*"
- "Producing an important music video and being in the middle of this culturally important film marketing and simultaneous music campaign was a *herculean effort put forth by Nancy.*"
- "Nancy had a tremendous year. Her contribution to Beauty and the Beast alone resulted in the most substantial music marketing campaign in recent years and *yielded global success.*"
- "Nancy once again this year has proven that she is deserving of what is a long overdue promotion."
- "Nancy's efforts in 2016 were exceptional."

68. At one point, Ms. Dolan was told that she could not be promoted from Manager to Director because she would be skipping a level (Senior Manager). However, shortly thereafter,

1 two of her male counterparts were promoted from Manager to Director without ever holding the  
2 title of "Senior Manager." When she inquired about this unequal treatment, she was told that  
3 Disney considered one of the promoted males as more of a "retention risk" because he was  
4 younger than her.

5 69. In 2011, when an Executive Vice President retired, Ms. Dolan took over his  
6 responsibilities, but Disney did not give her a commensurate pay raise or higher title. Her  
7 immediate supervisor acknowledged the "inequity" of the situation whereby Ms. Dolan "back  
8 filled and took over the entire position of an EVP [] three years ago *for a fraction of the cost.*"

9 70. In 2017, having been told that there was a "freeze" on promotions, Ms. Dolan  
10 requested a raise. At the time, her base salary was *\$99,345.66*. Through her own research, she  
11 found that Senior Managers at Disney were making between *\$98,000-\$158,810*, with her salary  
12 squarely at the bottom of the range. The average salary for Senior Managers at Disney at the time  
13 was *\$131,054, approximately \$30,000 more than what Plaintiff Dolan was being paid.* When  
14 she presented her research to Disney HR, she was rebuffed and was told that her salary was "right  
15 in line with where it should be." She was not provided any documentation to support Disney's  
16 response.

17 71. Although Ms. Dolan is doing work that is the same or substantially similar to that  
18 of male counterparts who are Directors, and is doing the work of her predecessor who was an  
19 Executive Vice President, by virtue of the fact that she has been held back in the position of  
20 Senior Manager, she is making significantly less than those men.

21 72. On information and belief, Disney is discriminating against Ms. Dolan on account  
22 of her gender, paying her far less than her male counterparts even though she is doing the same or  
23 substantially similar work as them when viewed as a composite of skill, effort and responsibility,  
24 and performed under similar working conditions.

25 73. **Plaintiff Anabel Pareja Sinn** worked for Disney from 2006 to 2017, as a Senior  
26 Designer.<sup>21</sup>

27 \_\_\_\_\_  
28 <sup>21</sup> Ms. Sinn had multiple employers in her position with Disney. She worked for Hollywood  
Records, Inc. Her work email address ended with "@disney.com." Her Compensation

1           74. For the last five years of her employment, Ms. Sinn performed the role of a Senior  
2 Art Director, but Disney refused to promote her to that title and its commensurate salary.

3           75. Although Ms. Sinn was doing work that was the same or substantially similar to  
4 that of her male counterpart who was an Art Director, by virtue of the fact that she was held back  
5 in the position of Senior Designer, she was making significantly less than those men.

6           76. Despite being undervalued by Disney, Ms. Sinn always received extremely  
7 positive feedback on her performance evaluations. She was observed to have “grace and good  
8 judgment,” was recognized as someone who “could always be counted on to guide us toward  
9 great choices.”

10          77. On information and belief, Disney discriminated against Ms. Sinn on account of  
11 her gender, paying her far less than her male counterparts even though she was doing the same or  
12 substantially similar work as them when viewed as a composite of skill, effort and responsibility,  
13 and performed under similar working conditions.

14          78. **Plaintiff Dawn Wisner-Johnson** worked for Disney’s ABC Television Music  
15 Department until December 2017. Like so many of the other Plaintiffs, she was a long-time  
16 Disney employee: she began working for Disney full-time in 2004.<sup>22</sup> She was promoted to  
17 Manager in 2006, though she was doing the work of a Director. In early 2007, she asked for a  
18 raise, but was denied. In late 2007, Ms. Wisner-Johnson left Disney to start her own business. In  
19 2014, she returned to Disney, but was forced to accept the title of Assistant Coordinator. She was  
20 promoted to Coordinator in 2016. Throughout her tenure, Ms. Wisner-Johnson received positive  
21 performance evaluations. Although her title was Assistant Coordinator/Coordinator from 2014 to  
22 2017, she was doing the work of a Director.

23          79. Although Ms. Wisner-Johnson was doing work that was the same or substantially  
24 similar to that of men who were Directors, by virtue of the fact that she was held back in the  
25 position of Coordinator, she was making significantly less than them.

26 //

27 \_\_\_\_\_  
Statements came from Disney.

28 <sup>22</sup> Ms. Wisner-Johnson had a hiatus from working for Disney from 2007-2013.

80. On information and belief, Disney discriminated against Ms. Wisner-Johnson on account of her gender, paying her far less than her male counterparts even though she was doing the same or substantially similar work as them when viewed as a composite of skill, effort and responsibility, and performed under similar working conditions.

81. Plaintiff Chelsea Hanke was hired by Disney in 2013. For the past five years, she worked as a Manager in Disney's Home Entertainment department. When she started in that role, Disney paid her a base salary of \$75,000, with an annual merit increase. Ms. Hanke was informed that merit increases were capped at 3% – a cap that apparently does not apply to men. Ms. Hanke is aware of a male Manager, her counterpart who performed substantially similar work, who was offered a starting salary of \$87,000 with a recurring 20% bonus on top of a 4% merit increase. In short, Disney offered him *more than \$30,000 more* than Ms. Hanke to perform substantially similar work.

82. Ms. Hanke excelled in a leadership capacity and received glowing performance reviews. She was Lead on the Marvel marketing campaigns for four years, and she frequently trained newly-hired managers. She led media strategy and executed marketing campaigns for three of the top five studio releases. Despite her demonstrated abilities, Disney denied her advancement to Senior Manager in 2017 and 2018 and awarded her no increase in pay other than the standard merit increase. In response to her request for promotion, executive leadership personnel informed her that management was too "top heavy" in her department and they were reevaluating salaries and promotions. However, during this same period, at least four men in her department received promotions and sizeable increases in pay.

83. Ms. Hanke applied for a position on the Women@Disney team, a group responsible for supporting the advancement of female employees within the company. In preparation for her interview in or around August 2017, Ms. Hanke candidly shared her views on gender inequality with the interview panelists, her team VP, and a Senior Vice President. In response, the executives were dismissive, and told Ms. Hanke that it would be disrespectful to ask Disney CEO Bob Iger when the company would be led by a woman. During this timeframe and throughout 2018, Ms. Hanke also informed her boss that she believed management treated males

1 preferentially and often expect her, and other women in the department, to “clean up after the  
2 boys.”

3 84. Since Ms. Hanke expressed her views on gender inequality, Disney has reacted in  
4 a retaliatory manner. For example, for the first time, in 2018 she received a reduced merit  
5 increase of 2% and a negative performance evaluation. Disney also removed her from Lead of  
6 the Marvel and Lucasfilm’s marketing campaigns, a decision that adversely affects her ability to  
7 advance to higher management positions and network with top industry leaders. Following her  
8 efforts to advocate for gender equality, Disney subjected Ms. Hanke to reductions in pay,  
9 restricted her ability to work in leadership roles, excluded her from top marketing campaigns, and  
10 assigned these jobs to less senior Managers whom she had trained.

11 85. In 2019, Ms. Hanke again demonstrated her ambition and management capacity  
12 by spearheading the integration marketing group following the acquisition of Fox Corporation.  
13 She commuted two to three days a week to the Fox studio an hour and a half away, and worked  
14 upwards of 60 hours/week. Despite her efforts, she continued to face discrimination in the form  
15 of a reduced merit bonus, and was denied a promotion. When she specifically inquired about her  
16 low merit bonus and lack of promotional opportunities, she was informed that the Executive Vice  
17 President wanted to reserve promotional eligibility and merit bonus pay for a man in the  
18 department.

19 86. After Disney’s typical promotional cycle, on February 21, 2020, Vice President of  
20 Media Tiffany Pimm informed Ms. Hanke that she succeeded in “fishing out” a promotion for her  
21 to Senior Media Manager with an increase in base pay to \$96,500 and a potential of up 15%  
22 bonus. Ms. Pimm instructed Ms. Hanke not to discuss her salary or bonus structure with anyone  
23 and assigned her back to Lead of top studio marketing campaigns, including Marvel and  
24 Lucasfilms. Ms. Hanke is aware of male colleagues who received promotions to Senior-level  
25 management roles and were compensated at a higher rate than her despite performing  
26 substantially similar work.

27 87. On information and belief, Disney discriminated against Ms. Hanke on account of  
28 her gender, paying her far less than her male counterparts even though she was doing the same or

1 substantially similar work as them when viewed as a composite of skill, effort and responsibility,  
2 and performed under similar working conditions. Disney further blocked Ms. Hanke from  
3 promotion to higher-level management positions for which she was qualified and instead  
4 promoted male candidates. After she expressed her views on gender inequality at Disney, Disney  
5 subjected her to adverse actions including, but not limited to, denial of compensation increases,  
6 promotional opportunities, and other adverse terms, conditions and privileges of employment.  
7 Disney's retaliatory conduct harmed Ms. Hanke's ability to advance to higher management roles  
8 and caused her significant financial loss, which is continuing.

9 **Disney's Highly-Structured Organization and Centralized Decision-Making**

10 88. Disney's compensation policies, practices, and procedures are consistent  
11 company-wide, and throughout the state of California. Disney maintains uniform policies and/or  
12 practices for setting initial pay, giving employees pay raises, and bonuses. Disney's centralized  
13 pay structure establishes corporate-imposed compensation ranges (which are not fully transparent  
14 to employees).

15 89. The administration of Disney's compensation system is centralized in Disney's  
16 Global HR Operations, and the company's compensation decisions originate from a highly-  
17 concentrated and male-dominated management regime.<sup>23</sup>

18 90. In addition to compensation, Disney maintains centralized control over employees'  
19 terms and conditions of employment, including, but not limited to, job and location assignment,  
20 career progression, and promotions.

21 91. Disney utilizes uniform performance evaluations throughout its employee ranks,  
22 and makes centralized decisions about promotions, compensation, bonuses, and all manner of  
23 other employment policies governing employment conditions.

24 92. Disney has detailed written policies on a wide variety of topics, including  
25 employee conduct and performance, reimbursement policies, electronic communications, internet

26 <sup>23</sup> Disney's male-dominated culture is evidenced in the makeup of its senior leadership. Despite  
27 attracting talent from "renowned global organizations and industries," The Walt Disney  
28 Company's Board of Directors has a majority of men, and its Executive Leadership team is 73%  
male. See <https://www.thewaltdisneycompany.com/about/> (last visited January 28, 2020).

1 use, vacations, parental leave, inventions, and others. Disney's Standards of Business Conduct  
2 apply equally to all of its employees, regardless of subsidiary, business segment or division, as  
3 does its Employee Policy Manual.

4 93. Employees are train

5 94. ed in-house in accordance with company-wide, substantive, training protocols.

6 95. Like other large companies, Disney maintains company-wide centralized databases  
7 to track employees' job classifications, along with other relevant information like education,  
8 location, experience, job tenure, performance review ratings, prior pay, pay scale, title, and other  
9 compensation parameters.

#### 10 **Pay Secrecy at Disney Permits Pay Inequality to Thrive**

11 96. Disney maintains a strict policy of pay secrecy, in violation of California law.  
12 Disney's Leaders are instructed to remind employees to keep their pay increases confidential.  
13 Disney's Standards of Business Conduct, applicable to all employees, state that confidential  
14 information (including "personnel information") "should never be used for your personal benefit  
15 or disclosed to others inside or others of the Company."

16 97. Plaintiffs LaRonda Rasmussen, Karen Moore, Ginia Eady-Marshall, Becky Train,  
17 and Chelsea Hanke have all been told multiple times by their superiors never to speak about their  
18 compensation (salaries, bonuses or raises) with other Disney employees. For example, Ms.  
19 Rasmussen was told (in words to this effect):

- 20 ➤ Please do not share your compensation information with others on the team.
- 21 ➤ Please keep your compensation letter where others cannot see it. Salaries are  
22 personal to the individual, so do not leave it visible on your desk.

23 98. Plaintiff Chelsea Hanke has direct knowledge of a female Disney employee being  
24 disciplined for disclosing her pay to her co-workers.

25 99. Policies requiring pay secrecy have been shown to negatively impact women  
26 workers' pay because they systematically deprive female employees of the information they need

27 //

28 //

1 to demand equal pay. The opposite is also true: pay transparency closes the gender wage gap  
2 completely.<sup>24</sup>

### 3 **Disney's Policies, Practices and Procedures Result In Unequal Pay**

4 100. Disney's centralized compensation policies, practices and procedures which result  
5 in unequal pay include initial salary determinations based on prior salary history, initial job  
6 assignment, career progression, training, promotions, raises, bonuses, performance evaluations,  
7 and pay secrecy.

8 101. These employment policies, procedures and practices are not unique to, or limited  
9 to, any particular department/business area; rather, they apply throughout Disney and, thus, affect  
10 all women employees in the same manner regardless of the division, department or business  
11 segment in which they work.

12 102. Recognizing that it had a company-wide problem with unequal pay, "Disney  
13 created a specialized team of Compensation professionals and lawyers to analyze and address the  
14 company's pay equity practices."<sup>25</sup>

15 103. To date, Disney's efforts to remedy its company-wide pay equity problem have not  
16 been successful. The reasons for the persistent wage gap at Disney—the same issues companies  
17 nationwide are coming to terms with—are multi-faceted.

18 104. As one example, historically, and during the relevant time period, Disney  
19 expressly considered each job applicant's prior compensation (i.e., the compensation the  
20 prospective employee was earning immediately prior to employment with Disney) in determining  
21 that employee's initial compensation level. In doing so, Disney's hiring policies and practices  
22 perpetuated gender discrimination, since women's salary history tends to reflect lower pay than  
23 men's. By inquiring about salary history, Disney's compensation policies, practices and  
24 procedures continued the historic pay disparity between men and women, resulting in male  
25 employees receiving higher starting salaries than women, even when those men and women are

26 <sup>24</sup> See, e.g., "Does Pay Transparency Close the Gender Wage Gap?,"  
27 <https://www.payscale.com/data/pay-transparency> (last visited Feb. 6, 2021).

28 <sup>25</sup> Quote from a Disney spokesperson in *Variety*: <https://variety.com/2019/biz/news/disney-gender-pay-class-action-1203179263/> (last visited July 3, 2019).



1 hired into the same job position and perform substantially equal or similar work. These  
2 disparities are compounded year on year.

3 105. More broadly, Disney's uniform policies, procedures and practices suffer from a  
4 lack of transparency, adequate quality standards and controls, sufficient implementation metrics,  
5 management/HR review, and opportunities for redress or challenge. As a result, women  
6 employees are assigned, evaluated, compensated, developed, and promoted within a system that  
7 is insufficiently designed, articulated, explained or implemented to consistently, reliably or  
8 equitably manage or reward employees.

9 106. Disney also lacks a system of accountability with respect to gender discrimination.  
10 If left unaddressed, adherence to gender stereotypes negatively affect women workers. Social  
11 science research has increasingly shown that implementing a meaningful system which holds  
12 employees accountable for making unbiased personnel decisions is an effective means of  
13 eradicating unequal pay. A meaningful system of accountability includes transparency in the  
14 distribution of opportunities and rewards, which is sorely deficient at Disney. A meaningful  
15 system of accountability also includes regular monitoring to identify instances in which rewards  
16 and opportunities are not distributed appropriately. Decision makers should be required to justify  
17 personnel decisions, and some entity, individual or department, should be charged with  
18 addressing instances in which fair treatment has been violated, and sanctioning those who engage  
19 in unfair treatment. In other words, organizations need a department or individual who receives  
20 regular reports on the decisions that have been made impacting gender. That individual or  
21 department must regularly monitor all personnel actions to compare how employees of different  
22 genders have been treated, and must have sufficient clout to remedy unfair personnel actions and  
23 appropriately sanction the decision makers who violated the organization's standards of fair  
24 behavior.

25 107. Businesses have systems of accountability for all consequential processes—  
26 accident rates, losses, output, etc. The research on accountability shows that decision makers  
27 who know that they are going to be held accountable for an outcome are less likely to use  
28

1 irrelevant criteria in making a decision, and that women fare better in organizations that have  
2 accountability systems associated with personnel evaluation.

3 108. Without the appropriate standards, guidelines, or transparency necessary to ensure  
4 an equitable workplace, unfounded criticisms may be lodged against women employees and  
5 illegitimate criticisms may be given undue weight.

6 109. Like other companies that operate without transparency, consistency, and  
7 accountability, Disney's leadership tends to value male workers more than female workers. The  
8 company's overall corporate culture and the uniform policies, procedures and practices inevitably  
9 result in systemic pay discrimination to the disadvantage of the company's female employees.  
10 Such pay discrimination is manifested in multiple ways, including, without limitation, by: (a)  
11 paying Plaintiffs and other female employees less than similarly-situated males; (b) failing to  
12 advance Plaintiffs at the same pace as male employees performing equal or substantially similar  
13 work; and (c) other adverse employment actions.

14 110. Taken together, Disney's compensation policies, procedures and practices are not  
15 valid, job-related, or consistent with business necessity. Moreover, Disney cannot point to any  
16 *bona fide* factors other than sex that account for the entire wage differential.

17 111. At all times, Disney has known or should have known of the serious pay  
18 disparities between its female and male employees performing equal or substantially similar  
19 work, yet Disney has refused to acknowledge this fact, or to completely correct the pay disparities  
20 existing at Disney. Disney's failure to pay women the same compensation paid to men for equal  
21 or substantially similar work has been and is willful.

#### 22 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

23 112. Plaintiff Chelsea Hanke timely filed a charge of discrimination against The Walt  
24 Disney Company with the California Department of Fair Employment and Housing (DFEH) on  
25 January 3, 2020 alleging claims of sex discrimination on behalf of herself and a group of similarly  
26 aggrieved employees. Plaintiff Hanke received a right to sue letter on January 3, 2020 and is thus  
27 entitled to sue Disney in California Superior Court pursuant to California Government Code  
28 section 12965(b). Plaintiff Hanke satisfied all private, administrative, and judicial prerequisites to

1 the institution of this action and properly filed this complaint within one year of the date of  
2 receipt of the DFEH right to sue letter.

3 **CLASS ACTION ALLEGATIONS**

4 113. Plaintiffs allege violations of California law on behalf of:

5 all women employed full-time in California by The Walt Disney Company at any time  
6 from April 1, 2015 through the date of trial in this action (the "Class").

7 The Class excludes women employees who are covered by a collective bargaining  
8 agreement.

9 The Class excludes any Judge or Justice assigned to hear any aspect of this litigation, as  
10 well as their respective staffs and family members.

11 114. On behalf of the Class, Plaintiffs bring claims under the California Equal Pay Act,  
12 California Labor Code § 1197.5, California Labor Code §§ 201-203, California Labor Code §  
13 210, the Fair Employment and Housing Act, California Government Code § 12900, *et seq.*,  
14 California Labor Code § 232, California's Unfair Competition Law, Cal. Bus. & Prof. Code  
15 § 17200 *et seq.*, and the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698  
16 *et seq.*

17 115. The proposed Class meets the requirements for certification pursuant to California  
18 Code of Civil Procedure § 382 because there exists an ascertainable and sufficiently numerous  
19 Class, a well-defined community of interest, and substantial benefits from certification that render  
20 proceedings as a class superior to the alternatives.

21 **Numerosity and Ascertainability**

22 116. On information and belief, the Class consists of thousands of former, current and  
23 future female Disney employees, too numerous to make joinder practicable. Members of the  
24 Class are ascertainable through Disney's records.

25 **Common Questions of Law and Fact Predominate**

26 117. The prosecution of the Class' claims requires the adjudication of numerous  
27 questions of law and fact common to Plaintiffs' individual claims and those of the Class.

28 118. The common questions of law include, *inter alia*:

(a) whether Disney has engaged in unlawful pay discrimination in its compensation,

04/19/2021

1 assignment, performance evaluation, promotion, and/or advancement policies,  
2 procedures and practices, and in the general terms and conditions of work and  
3 employment;

4 (b) whether the failure to institute adequate standards, quality controls,  
5 implementation metrics, or oversight in assignment, compensation, evaluation,  
6 development, promotion and/or advancement systems violates the California Equal  
7 Pay Act or the Fair Employment and Housing Act ("FEHA");

8 (c) whether the lack of transparency and of opportunities for redress in those systems  
9 violates the California Equal Pay Act and/or other statutes; and

10 (d) whether Disney's failure to prevent, investigate, or properly respond to evidence  
11 and complaints of discrimination in the workplace violates the California Equal  
12 Pay Act or FEHA.

13 119. The common questions of fact include whether Disney has, *inter alia*:

14 (a) used a system of assignment that lacks meaningful or appropriate standards,  
15 implementation metrics, quality controls, transparency, and opportunities for  
16 redress;

17 (b) through the use of that system of assignment, placed Class members in job  
18 classifications and/or job titles lower than similarly-situated males;

19 (c) systematically, intentionally and/or knowingly placed Class members in job  
20 classifications and/or job titles lower than similarly-situated males;

21 (d) used a compensation system that lacks meaningful or appropriate standards,  
22 implementation metrics, quality controls, transparency and opportunities for  
23 redress;

24 (e) through the use of that compensation system, compensated Class members less  
25 than similarly-situated males in salaries, bonuses, raises, and/or benefits;

26 (f) systematically, intentionally, and/or knowingly compensated Class members less  
27 than similarly-situated males;

28 (g) used a promotion system that lacks meaningful or appropriate standards,

04/19/2021

1 implementation metrics, quality controls, transparency and opportunities for  
2 redress;

3 (h) through the use of that promotion system, precluded or delayed the promotion of  
4 Class members into higher level positions traditionally held by males;

5 (i) systematically, intentionally and/or knowingly precluded or delayed the promotion  
6 of Class members into higher levels positions traditionally held by males;

7 (j) used a system for performance evaluations that lacks meaningful or appropriate  
8 standards, implementation metrics, quality controls, transparency and  
9 opportunities for redress;

10 (k) through the use of that performance evaluation system inadequately, inequitably,  
11 or disparately measured and classified Class members' and similarly-situated  
12 males' performance;

13 (l) systematically, intentionally and/or knowingly subjected Class members to  
14 inaccurate, inequitable or discriminatorily-lowered performance evaluations;

15 (m) used HR and equal employment opportunity systems that lack meaningful or  
16 appropriate standards, implementation metrics, quality controls, transparency and  
17 opportunities for redress;

18 (n) through the use of those systems, minimized, ignored or covered up evidence of  
19 pay discrimination and/or otherwise mishandled the investigation of responses to  
20 complaints of pay discrimination brought to the attention of management, Disney  
21 HR, or through other reporting channels;

22 (o) systemically, intentionally, and/or knowingly retaliated against employees who  
23 opposed discriminatory employment practices;

24 (p) systematically, intentionally, and/or knowingly showed an indifference to evidence  
25 of discrimination in the workplace or otherwise minimized, ignored, mishandled,  
26 or covered up evidence of or complaints about pay discrimination; and

27 (q) failed to adequately or meaningfully train, coach or discipline management  
28 personnel on equal employment opportunity principles and compliance.

120. The answers to these common questions will be the same for Plaintiffs and all Class members and will establish (or not) the elements of Plaintiffs' claims at the same time as the Class members' claims.

121. Plaintiffs' individual claims **require resolution** of the common questions of whether Disney has engaged in pay discrimination against the Class members.

122. Plaintiffs have standing to seek such relief because of the adverse effect that such discrimination has had on them as individuals and on Class members generally. Disney caused each of Plaintiffs' injuries through its uniform discriminatory policies, procedures and practices. These injuries are redressable through systemic relief and class-wide remedies.

123. In order to achieve such class-wide relief, Plaintiffs will first establish the existence of systemic gender pay discrimination as the premise for the relief they seek. Without class certification, the same evidence and issues would be subject to re-litigation in a multitude of individual lawsuits with an attendant risk of inconsistent adjudications and conflicting obligations. Certification of the Class is the most efficient and judicious means of presenting the evidence and arguments necessary to resolve such questions for Plaintiffs, the Class, and Defendants.

124. The cost of proving the damages caused by Disney's policies, procedures and practices makes it impracticable for Plaintiffs and Class members to prosecute their claims individually.

## Typicality

125. Plaintiffs' claims are typical of the claims of the Class. The relief sought by Plaintiffs for gender pay discrimination complained of herein is also typical of the relief sought on behalf of the Class.

126. Like the members of the Class, Plaintiffs are women who have worked for Disney on a full-time basis during the liability period and have been paid less than their male counterparts doing substantially similar work.

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127. Additionally, discrimination in assignment, selection, promotion, and/or advancement affected the compensation and employment opportunities of Plaintiffs and all members of the Class in the same or similar way.

128. Disney has failed to create adequate incentives for its management and Disney HR personnel to comply with its own policies and equal employment opportunity laws regarding each of the employment policies, procedures and practices referenced in this Complaint, and has failed to adequately discipline its management and Disney HR personnel when they violated company policy and/or discrimination laws. These failures have affected Plaintiffs and the Class members in the same or similar ways.

129. The relief necessary to remedy the claims of Plaintiffs is the same relief necessary to remedy the claims of the Class members in this case.

#### **Adequacy of Representation**

130. Plaintiffs' interests are co-extensive with those of the members of the Class. Plaintiffs seek to remedy Disney's discriminatory employment policies, procedures and practices so that Class members will no longer be paid less than their male counterparts doing the same or substantially similar work, or otherwise be discriminated against according to gender. Plaintiffs are willing and able to represent the Class fairly and vigorously as they pursue their individual claims in this action.

131. Plaintiffs have retained counsel who are qualified, experienced, and able to conduct this litigation and to meet the time and fiscal demands required to litigate an employment discrimination class action of this size and complexity. The interests, experience, and resources of Plaintiffs' counsel to litigate competently the individual and class claims at issue in this case satisfy the adequacy of representation requirement.

#### **Superiority of The Class Mechanism**

132. Class certification is appropriate because common questions of law and fact predominate over any questions affecting only individual Class members. Disney's liability in this case is based on uniform company policies and procedures applicable to all Class members. The compensation that Disney owes to each individual Class member is relatively small when

1 compared to the expense and burden of individual litigation to recover that compensation  
2 individually. The prosecution of separate lawsuits against Disney by individual Class members  
3 could create the risk of inconsistent or varying adjudications which could establish incompatible  
4 standards of conduct for Disney. A class action is superior to other available methods for the fair  
5 and efficient adjudication of the controversy set forth herein.

6 **Injunctive Relief Claims Suitable for Class Treatment**

7 133. Disney has acted or refused to act on grounds that apply generally to the Class, so  
8 that final injunctive relief and/or corresponding declaratory relief is appropriate respecting the  
9 Class as a whole.

10 134. Disney has failed to create adequate incentives for its managerial and supervisory  
11 personnel to comply with laws regarding the employment policies, practices, and procedures  
12 described herein.

13 135. Disney has acted on grounds generally applicable to Plaintiffs and the Class by  
14 adopting and implementing systemic policies, practices, and procedures that are discriminatory.

15 136. Disney has refused to act on grounds generally applicable to the Class by, *inter*  
16 *alia*, paying Plaintiffs and Class members less than similarly-situated males; and failing to  
17 promote or advance Plaintiffs and Class members at the same rate as similarly-situated males.

18 137. Disney's systemic gender pay discrimination and refusal to act on grounds that are  
19 not discriminatory have made appropriate the requested final injunctive or declaratory relief with  
20 respect to the Class as a whole.

21 **FIRST CLAIM FOR RELIEF**  
22 **VIOLATIONS OF THE CALIFORNIA EQUAL PAY ACT**  
23 **California Labor Code § 1197.5, *et seq.***  
**(On Behalf of Plaintiffs and the Class)**

24 138. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
25 this Complaint as if the same were set forth at length herein.

26 139. This cause of action is brought by Plaintiffs, individually, and on behalf of the  
27 Class.

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1           140. Disney has discriminated against Plaintiffs and Class members in violation of  
2 California Labor Code § 1197.5, *et seq.* by paying Plaintiffs and Class members less when  
3 compared against similarly-situated males who performed equal or substantially similar work  
4 when viewed as a composite of skill, effort, and responsibility, and which were performed under  
5 similar working conditions. Disney so discriminated by subjecting them to discriminatory pay,  
6 raises, and/or bonuses, discriminatory denials of promotions and other advancement opportunities  
7 that would result in higher compensation, and other forms of discrimination in violation of the  
8 California Fair Pay Act.

9           141. Disney caused, attempted to cause, contributed to, or caused the continuation of,  
10 the wage rate discrimination based on sex in violation of the California Fair Pay Act. Moreover,  
11 Disney willfully violated the California Fair Pay Act by intentionally, knowingly, and  
12 deliberately paying Plaintiffs and Class members less than similarly-situated males.

13           142. Disney prohibits employees from disclosing the employee's own wages,  
14 discussing the wages of others, or inquiring about another employee's wages in violation of  
15 California Labor Code § 1197.5(k)(1). Disney's policies and practices also prevent employees  
16 from aiding or encouraging other employees to exercise their rights in violation of California  
17 Labor Code § 1197.5(k)(1).

18           143. As a result of Disney's conduct and/or Disney's willful discrimination, Plaintiffs  
19 and the Class members have suffered and will continue to suffer harm, including but not limited  
20 to, lost earnings, lost benefits, and other financial loss, as well as non-economic damages.

21           144. Plaintiffs and Class members are therefore entitled to all legal and equitable  
22 remedies, including but not limited to compensatory damages, and liquidated damages.

23           145. Attorneys' fees should be awarded under California Labor Code § 1197.5.

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1                                   **SECOND CLAIM FOR RELIEF**  
2                                   **FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING**  
3                                   **EMPLOYEES**

4                                   **California Labor Code §§ 201-203, *et seq.***  
5                                   **(On Behalf of Plaintiffs Sinn, Johnson and the Class)**

6                   146.   Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
7 this Complaint as if the same were set forth at length herein.

8                   147.   This cause of action is brought by Plaintiffs Pareja Sinn and Johnson, individually,  
9 and on behalf of the Class.

10                  148.   Pursuant to California Labor Code sections 201, 202, and 203, Disney is required  
11 to pay all earned and unpaid wages to an employee who is discharged or quits. California Labor  
12 Code section 201 mandates that if an employer an employee, the employee's wages accrued and  
13 unpaid at the time of discharge are due and payable immediately. California Labor Code section  
14 202 mandates that if an employee quits, the employee's wages accrued and unpaid at the time of  
15 quitting are due and payable no later than 72 hours after the employee quits his or her  
16 employment, unless the employee provided at least 72 hours of notice of his or her intention to  
17 quit, in which case the wages are due immediately at the time of quitting.

18                  149.   California Labor Code section 203 provides that if an employer willfully fails to  
19 pay in accordance with California Labor Code sections 201 and 202 any wages of an employee  
20 who is discharged or quits, the employer is liable for waiting time penalties in the form of  
21 continued compensation to the employee at the same rate for up to 30 work days.

22                  150.   By deliberately paying Plaintiffs and Class members lower wages than wages paid  
23 to their male counterparts for performing equal and substantially similar work, Disney has  
24 willfully failed, and continues to fail, to pay all accrued wages due to Plaintiffs and Class  
25 members who have been discharged or who have quit, in violation of California Labor Code  
26 sections 201 and 202, respectively.

27                  151.   As a result of Disney's unlawful actions and omissions, Plaintiffs and former  
28 employee Class members are entitled to all available statutory penalties, including the waiting

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1 time penalties provided in California Labor Code sections 203, together with interest thereon, as  
2 well as all other available remedies.

3 **THIRD CLAIM FOR RELIEF**  
4 **SEX/GENDER DISCRIMINATION IN VIOLATION OF**  
5 **California Government Code § 12900, *et seq.***  
6 **(Disparate Treatment)**

7 **(Brought by Plaintiff Chelsea Hanke, Individually, and on behalf of the Class)**

8 152. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
9 this Complaint as if the same were set forth at length herein.

10 153. Plaintiff Hanke brings this cause of action under California Government Code  
11 section 12940(a) individually and in a representative capacity on behalf of the Class.

12 154. At all relevant times, California Government Code section 12940 *et seq.* was in  
13 full force and effect and was binding upon Disney—an employer and covered entity under the  
14 statute.

15 155. California Government Code section 12940(a) prohibits an employer from  
16 discriminating against any employee on the basis of sex or gender and mandates that it is an  
17 unlawful employment practice "...to discriminate against the person in compensation or in terms,  
18 conditions, or privileges of employment."

19 156. At all relevant times, Plaintiff Hanke and Class members are members of a  
20 protected group based on their sex, female, and are therefore covered by California Government  
21 Code sections 12926 and 12945.

22 157. Upon information and belief, Plaintiff Hanke and Class members have been  
23 subjected to discrimination by Disney, through its agents and employees, because of their sex—  
24 female. For Plaintiffs and Class members, their sex and/or gender was a substantial motivating  
25 reason behind Disney's intentional discriminatory treatment including the denial of equal  
26 compensation, promotional opportunities, and other adverse terms, conditions and privileges of  
27 employment.

28 158. Disney engaged in a pattern and practice of intentional sex discrimination in  
violation of California Government Code section 12940 *et seq.* in its treatment of Plaintiff Hanke

1 and Class members. Specifically, Disney relies on centralized and uniform policies, procedures,  
2 and practices to evaluate employee job performance, set compensation levels, assign job titles,  
3 and conduct personnel management and training. Through the dissemination and enforcement of  
4 these policies, female employees are subjected to a pattern and practice of sex discrimination by  
5 Disney, through its agents and employees.

6 159. As a direct, proximate, and legal result of Disney's discriminatory conduct alleged  
7 herein, Plaintiff Hanke and Class members have been harmed in that they have suffered the loss  
8 of past and future wages and earnings, benefits, and such additional amounts of money they  
9 would have received if Disney has not discriminated against them. As a result of Disney's  
10 unlawful conduct alleged herein, Plaintiff Hanke and Class members have suffered additional  
11 economic harm and damages, to be stated according to proof at trial.

12 160. Disney's discriminatory practices described above have resulted in a loss of past  
13 and future wages and other job benefits to Plaintiff Hanke and Class members, and have caused  
14 Plaintiff Hanke and the Class to suffer humiliation, embarrassment and emotional distress.

15 161. As a result of Disney's conduct as alleged herein, Plaintiff Hanke and Class  
16 members have been required to retain counsel to represent their interests and will continue to  
17 incur attorneys' fees and costs in an amount within the jurisdictional limits of this Court. Plaintiff  
18 Hanke and Class members are therefore entitled to an award based on the reasonable attorneys'  
19 fees necessarily incurred in the preparation and prosecution of this action, pursuant to California  
20 Government Code section 12965(b), which amount will be stated according to proof at trial.

21 **FOURTH CLAIM FOR RELIEF**  
22 **SEX/GENDER DISCRIMINATION IN VIOLATION OF**  
23 **California Government Code § 12900, *et seq.***  
24 **(Disparate Impact)**

25 **(Brought by Plaintiff Chelsea Hanke, Individually, and on behalf of the Class)**

26 162. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
27 this Complaint as if the same were set forth at length herein.

28 163. Plaintiff Hanke brings this cause of action under California Government Code  
section 12940(a) individually and in a representative capacity on behalf of the Class.

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1           164. At all relevant times, California Government Code section 12940 *et seq.* was in  
2 full force and effect and was binding upon Disney—an employer and covered entity under the  
3 statute.

4           165. California Government Code section 12940(a) prohibits an employer from  
5 discriminating against any employee on the basis of sex or gender and mandates that it is an  
6 unlawful employment practice "...to discriminate against the person in compensation or in terms,  
7 conditions, or privileges of employment."

8           166. At all relevant times, Plaintiff Hanke and Class members are members of a  
9 protected group based on their sex, female, and are therefore covered by California Government  
10 Code sections 12926 and 12945.

11           167. Plaintiff Hanke is informed, believes and thereupon alleges that Disney has  
12 maintained a system of facially-neutral and uniform policies, procedures, and practices for  
13 making decisions regarding compensation, promotions, career advancement, and other terms,  
14 conditions and privileges of employment that have a disparate impact on female employees.  
15 Disney's policies, procedures, and practices are not justified by business necessity or, if they  
16 could be justified, less discriminatory alternatives exist. As a result of Disney's unlawful conduct  
17 alleged herein, Plaintiff Hanke and Class members were harmed due to their sex, female, and  
18 Disney's conduct was a substantial factor in causing the harm alleged herein.

19           168. As a direct, proximate, and legal result of Disney's discriminatory conduct alleged  
20 herein, Plaintiff Hanke and Class members have been harmed in that they have suffered the loss  
21 of past and future wages and earnings, benefits, and such additional amounts of money they  
22 would have received if Disney has not discriminated against them. As a result of Disney's  
23 unlawful conduct alleged herein, Plaintiff Hanke and Class members have suffered additional  
24 economic harm and damages, to be stated according to proof at trial.

25           169. Disney's discriminatory practices described above have resulted in a loss of past  
26 and future wages and other job benefits to Plaintiff Hanke and Class members, and have caused  
27 Plaintiff Hanke and the Class to suffer humiliation, embarrassment and emotional distress.  
28

1 170. As a result of Disney's conduct as alleged herein, Plaintiff Hanke and Class  
2 members have been required to retain counsel to represent their interests and will continue to  
3 incur attorneys' fees and costs in an amount within the jurisdictional limits of this Court. Plaintiff  
4 Hanke and Class members are therefore entitled to an award based on the reasonable attorneys'  
5 fees necessarily incurred in the preparation and prosecution of this action, pursuant to California  
6 Government Code section 12965(b), which amount will be stated according to proof at trial.

7 **FIFTH CLAIM FOR RELIEF**  
8 **VIOLATIONS OF CALIFORNIA'S LABOR CODE § 232**  
9 **(Pay Secrecy)**  
10 **(On Behalf of Plaintiffs and the Class)**

11 171. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
12 this Complaint as if the same were set forth at length herein.

13 172. This cause of action is brought by Plaintiffs, individually, and on behalf of the  
14 Class.

15 173. California Labor Code section 232(a) prohibits companies from requiring, as a  
16 condition of employment, that an employee refrain from disclosing the amount of his or her  
17 wages. Defendants have maintained a policy and/or practice of pay secrecy in violation of  
18 section 232(a).

19 174. California Labor Code section 232(c) prohibits companies from discharging,  
20 formally disciplining, or otherwise discriminating against any employee who discloses the  
21 amount of her wages. Defendants have formally disciplined employees for disclosing the amount  
22 of their wages.

23 175. As a result of Disney's conduct and/or Disney's willful discrimination, Plaintiffs  
24 and the Class members have suffered and will continue to suffer harm, including but not limited  
25 to, lost earnings, lost benefits, and other financial loss, as well as non-economic damages.

26 176. Plaintiffs and Class members are therefore entitled to all legal and equitable  
27 remedies, including but not limited to compensatory damages, statutory penalties, together with  
28 interest thereon, as well as all other available remedies.

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**SIXTH CLAIM FOR RELIEF**  
**VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
**Business and Professions Code § 17200, *et seq.***  
**(On Behalf of Plaintiffs and the Class)**

177. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

178. This cause of action is brought by Plaintiffs, individually, and on behalf of the Class.

179. Disney is a "person" as defined under California Business & Professions Code § 17201.

180. Disney's failure to pay Plaintiffs and Class members equally constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code § 17200. By the conduct alleged herein, Disney violates the California Equal Pay Act, Labor Code § 1197.5, *et seq.*, the Fair Employment and Housing Act, California Government Code § 12900, *et seq.*, and California Labor Code §§ 201-203. Such violations also constitute unlawful business practices prohibited by California's Business and Professions Code § 17200.

181. As a result of its unlawful and/or unfair acts, Disney reaped and continues to reap benefits at the expense of Plaintiffs and the Class members. Disney should be enjoined from these activities.

182. Accordingly, Plaintiffs and Class members are entitled to restitution with interest and other equitable relief.

**SEVENTH CLAIM FOR RELIEF**  
**CIVIL PENALTIES UNDER LABOR CODE PRIVATE ATTORNEY GENERAL ACT**  
**California Labor Code § 2698, *et seq.***  
**(On Behalf of Plaintiffs and the Aggrieved Employees)**

183. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of this Complaint as if the same were set forth at length herein.

184. Plaintiffs bring this cause of action under California Labor Code §§ 2698-2699 in a representative capacity on behalf of current and former female employees of Disney subjected to the California Labor Code violations alleged herein.

1           185. Plaintiffs, and each of them, are “aggrieved employees” within the meaning of  
2 California Labor Code section 2699(c), and are each a proper representative to bring a civil action  
3 on behalf of herself and other current and former employees of Disney pursuant to the procedures  
4 specified in California Labor Code section 2699.3, because Plaintiffs were employed by Disney  
5 and the alleged violations of California Labor Code section 1197.5, against each of them.

6           186. Written notice of the alleged violations was provided by Plaintiffs to the Labor  
7 Workforce and Development Agency (“LWDA”) on July 5, 2019 by certified mail to Disney.  
8 More than sixty-five (65) calendar days have passed since the postmark date of Plaintiffs’ letter,  
9 and, as of the date of filing of this complaint, the LWDA had not responded or provided notice to  
10 Plaintiffs that it intends to investigate the alleged violations. Plaintiffs have therefore complied  
11 with the prerequisites set forth in California Labor Code section 2699.3 for commencing a  
12 representative action.

13           187. The California Labor Code Private Attorneys General Act of 2004 (PAGA),  
14 California Labor Code section 2698 *et seq.*, grants California employees the right to bring a civil  
15 action for violation of any provision of the Labor Code on behalf of themselves and other current  
16 or former employees in order to recover civil penalties. In passing PAGA, the California  
17 Legislature “declared that adequate financing of labor law enforcement was necessary to achieve  
18 maximum compliance with state labor laws, that staffing levels for labor law enforcement  
19 agencies had declined and were unlikely to keep pace with the future growth of the labor market,  
20 and that it was therefore in the public interest to allow aggrieved employees, acting as private  
21 attorneys general, to recover civil penalties for Labor Code violations.” *Arias v. Super. Ct.*, 46  
22 Cal. 4th 969, 980 (2009). Because PAGA deputizes employees to act as private attorneys  
23 general, class action requirements do not apply to representative actions brought under PAGA.

24           188. PAGA permits aggrieved employees to collect the civil penalties authorized by  
25 law and normally collectible by the California Labor and Workforce Development Agency. To  
26 address violations for which no penalty had been established, section 2699(f) creates a private  
27 right of action for aggrieved employees and a default penalty in the amount of \$100 for each  
28 aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved



1 employee per pay period for each subsequent violation. *See* Cal. Lab. Code § 2699(f). Plaintiffs  
2 hereby seek to collect civil penalties for the Labor Code violations described herein.

3 189. California Labor Code § 2699(g) further provides that any employee who prevails  
4 in an action for civil penalties is entitled to an award of reasonable attorney's fees and costs.  
5 Plaintiffs thus seek to recover attorneys' fees and costs under this one-way fee and cost shifting  
6 statute.

7 **EIGHTH CLAIM FOR RELIEF**  
8 **PENALTIES FOR FAILURE TO PAY WAGES**  
9 **California Labor Code § 210, *et seq.***  
10 **(On Behalf of Plaintiffs and the Class)**

11 190. Plaintiffs hereby incorporate and reallege each and every preceding paragraph of  
12 this Complaint as if the same were set forth at length herein.

13 191. This cause of action is brought by Plaintiffs, individually, and on behalf of the  
14 Class.

15 192. California Labor Code section 210 mandates that a penalty of one hundred dollars  
16 (\$100) shall be assessed against an employer for any initial violation of failure to pay wages  
17 pursuant to California Labor Code section 1197.5, among other labor code sections.

18 193. California Labor Code section 210 further provides that an employer is liable for  
19 penalties equal to two hundred dollars (\$200) for each subsequent violation, or for any willful or  
20 intentional violation, plus 25 percent of the amount of unpaid wages unlawfully withheld.

21 194. Pursuant to California Labor Code section 210, an employee is entitled to recover  
22 the statutory penalty contained therein, or a civil penalty as set forth in subdivision (a) of Section  
23 2699, but not both, for the same violation.

24 195. By deliberately paying all Plaintiffs and Class Members lower wages than wages  
25 paid to their male counterparts for performing equal and substantially similar work, Disney has  
26 willfully failed, and continues to fail, to pay all accrued wages due to Plaintiffs and Class  
27 members, in violation of California Labor Code section 1197.5. For each initial violation, and for  
28 all subsequent violations arising from Disney's failure to pay equal wages to named Plaintiffs and

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1 all Class members, Disney is liable for penalties pursuant to California Labor Code section 210,  
2 as well as other available remedies.

3 DATE: April 14, 2021

ANDRUS ANDERSON LLP



By: \_\_\_\_\_

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*Attorneys for Plaintiffs, the Proposed Class  
and Aggrieved Employees*

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves, the Class, and the aggrieved employees, pray that this Court:

a. Certify this case as a class action, designate the Plaintiffs as Class Representatives, and their counsel as Class Counsel;

b. Declare and adjudge that Disney's employment policies, practices and/or procedures challenged herein are illegal and in violation of the rights of Plaintiffs and members of the Class;

c. Issue a permanent injunction against Disney and its officers, owners, agents, successors, employees, and/or representatives, and any and all persons acting in concert with them, enjoining them from engaging in any further unlawful policies, practices, and/or policies giving rise to gender discrimination as set forth herein;

d. Order Disney to initiate and implement programs that will: (1) provide equal employment opportunities for female employees; (2) remedy the effects of Disney's past and present unlawful employment policies, practices and procedures; (3) eliminate the continuing effects of the discriminatory and retaliatory conduct described herein;

e. Order Disney to initiate and implement systems of assigning, training, compensating and promoting female employees in a non-discriminatory manner;

f. Order Disney to establish a task force on equality and fairness to determine the effectiveness of the programs described in (d) and (e), above, which would provide for: (1) monitoring, reporting, and retaining jurisdiction to ensure equal employment opportunity; (2) the assurance that injunctive relief is properly implemented; and (3) a quarterly report setting forth information relevant to the determination of the effectiveness of the programs;

h. Order Disney to adjust the salaries and benefits for its current female employees to the level that they would be enjoying but for Disney's discriminatory policies, practices and procedures;

i. Order that this Court retain jurisdiction of this action until such time as the Court is satisfied that Disney has remedied the conduct complained of herein and is determined to be in

1 full compliance with the law;

2 j. Award back pay, front pay, lost benefits, damages for emotional distress, and other  
3 damages for lost compensation and job benefits with pre-judgment and post-judgment interest  
4 suffered by Plaintiffs and Class members, in amounts to be determined at trial;

5 k. Award restitution of all monies due to Plaintiffs and Class members;

6 l. Order Disney to make whole Plaintiffs and Class members, by providing them  
7 with appropriate lost earnings and benefits, and other affirmative relief;

8 m. Award nominal, compensatory, and liquidated damages to Plaintiffs and Class  
9 members;

10 m. Award litigation costs and expenses, including, but not limited to, reasonable  
11 attorneys' fees, to Plaintiffs, Class members and the aggrieved employees pursuant to California  
12 Government Code section 12965, California Labor Code section 218.5, California Code of Civil  
13 Procedure section 1021.5, and any other statutory or other basis;

14 n. Award waiting time penalties authorized by California Labor Code section 203;

15 o. Award statutory and civil penalties as appropriate and according to proof,  
16 including but not limited to all penalties authorized by California Labor Code section 2699(f)(2);

17 p. Award statutory or civil penalties as appropriate and authorized by California  
18 Labor Code section 210;

19 q. Award prejudgment interest on unpaid wages at a rate of 10% per annum pursuant  
20 to California Labor Code section 1197.5(h) and California Civil Code sections 3287-3288, and/or  
21 any other applicable provisions providing for prejudgment interest;

22 r. Award any other appropriate equitable relief to Plaintiffs and Class members;

23 s. Award any other relief as this Court may deem just and proper.

24 t. Order a declaratory judgment that the practices complained of herein are unlawful  
25 and violate the California Fair Employment and Housing Act, Government Code section 12940,  
26 *et seq.*

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1 DATE: April 14, 2021

ANDRUS ANDERSON LLP

2  
3 By:   
4 Lori E. Andrus

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19 *and Aggrieved Employees*  
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DATE: February \_\_, 2021

By: Lori E. Andrus

*Attorneys for Plaintiffs, the Proposed Class  
and the Aggrieved Employees*