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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 LOS ANGELES COUNTY

10 LARONDA RASMUSSEN, KAREN MOORE,
11 VIRGINIA EADY-MARSHALL, ENNY JOO,
REBECCA TRAIN, and AMY HUTCHINS, on
behalf of themselves and all others similarly
12 situated,

13 Plaintiffs,

14 vs.

15 THE WALT DISNEY COMPANY, WALT
DISNEY PICTURES, HOLLYWOOD
16 RECORDS, INC., WALT DISNEY DIRECT-
TO-CONSUMER & INTERNATIONAL,
17 WALT DISNEY IMAGINEERING
RESEARCH & DEVELOPMENT, INC., and
DOES 1-10,

18 Defendants.

Case No. 19STCV10974

FIRST AMENDED COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

19 When it comes to paying women fairly, The Walt Disney Company,¹ nearing its 100th
20 year,² is woefully behind the times. While claiming that “[i]nclusion is a critical part of telling
21 the best stories, being relevant, and expanding audiences,”³ Disney refuses to pay its women
22 employees equal to men doing the same work. In many instances, Disney is paying women
23 workers tens of thousands of dollars less than their male counterparts.
24

25 ¹ Except where appropriate, Defendants The Walt Disney Company, Walt Disney Pictures,
26 Hollywood Records, Inc., Walt Disney Direct-To-Consumer & International, and Walt Disney
Imagineering Research & Development, Inc., are referred to collectively as “Disney.”

27 ² 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).

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

1 The gender pay gap is not simply a “women’s issue,” it is an economic issue that impacts our
2 entire state: California women make, on average, about 89 cents for every dollar men make, costing the
3 state’s economy \$78 billion dollars a year.⁴

4 Some companies are tackling the wage gap with real action. Since April 2019, nearly 30 major
5 California employers, including Apple, Uber, AirBnB, Intel, Cisco, Salesforce, and Gap, have signed
6 on to the California Pay Equity Pledge.⁵ For good reason: as the California Commission on the Status
7 of Women and Girls explains: “A company’s good reputation makes it easier to attract consumers, and
8 recruit and retain employees in today’s competitive and informed workforce.”⁶

9 Rather than resist reform, the companies that have signed the pledge have all agreed to conduct
10 annual, company-wide salary audits, among other things, to ensure compliance with California’s Equal
11 Pay Act, the strongest in the country. Pay equity is achievable – even in a giant company⁷ – so long as
12 its Senior Executives recognize the desirability of eliminating discriminatory pay practices.

13 Plaintiffs LaRonda Rasmussen, Karen Moore, Ginia Eady-Marshall, Enny Joo, Rebecca Train,
14 and Amy Hutchins—all valuable and high-performing Disney employees—bring this lawsuit to
15 address the rampant gender pay discrimination at Disney. Because Disney’s pay practices negatively
16 affect their female co-workers throughout the state, Plaintiffs bring this case as a class action.

17 Together, they hope to force Disney to live up to the lofty ideals it promises, like this one: “At
18 Disney, we strive to include and attract individuals who reflect the diverse world in which we live. We
19 also seek to ensure that our workplace is inclusive and provides the opportunity for all of our people to
20 contribute and develop to their full potential.”⁸ Without pay equity, Disney’s women workers will
21 never develop to their full potential.

22
23 ⁴ See <https://www.mercurynews.com/2019/07/02/uber-intel-cisco-gap-join-california-equal-pay-campaign/> (last visited July 4, 2019).

24 ⁵ See <https://women.ca.gov/payequitypledge/> (last visited July 4, 2019).

25 ⁶ See <https://women.ca.gov/californiapayequity/employers-resources/> (last visited July 4, 2019).

26 ⁷ 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
27 announced that they had achieved pay parity, such as Apple (in 2016), Intel (in 2016, and globally
28 in January) and Salesforce (in 2015).”)

⁸ See <https://www.thewaltdisneycompany.com/the-walt-disney-company-recognized-for-diversity-leadership/> (last visited July 4, 2019).

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

2 **INTRODUCTION**

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

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

11 3. Over the 11 years Ms. Rasmussen has worked for Disney, she has come to
12 understand that, across all of its business segments and at all levels of the company, Disney
13 routinely underpays its female employees, passes them over for promotion, piles on extra work
14 without additional compensation, and does not supply sufficient support staff to allow women to
15 succeed at their jobs. Based on Ms. Rasmussen’s extensive experience—and after her efforts to
16 resolve her complaints internally were unsuccessful—she was left with little choice but to
17 conclude that Disney simply values its male employees greater than its female employees. Even
18 if Disney’s devaluation of women’s work is not intentional, it is against the law.

19 4. As such, on behalf of the Class defined below, she and the other Plaintiffs seek all
20 legal and equitable relief available under the California Equal Pay Act, California Labor Code
21 § 1197.5; and California Business & Professions Code § 17200, *et seq.*

22
23
24 _____
25 ⁹ 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-
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.*

¹⁰ Available at: [https://www.thewaltdisneycompany.com/wp-content/uploads/2019/01/2018-
Annual-Report.pdf](https://www.thewaltdisneycompany.com/wp-content/uploads/2019/01/2018-Annual-Report.pdf) (last visited March 22, 2019).

PARTIES

1
2 5. Plaintiff LaRonda Rasmussen is a bi-racial woman over the age of eighteen. She
3 resides in Valley Village, California. She works for Disney in Glendale, California.

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

6 7. Plaintiff Virginia “Ginia” Eady-Marshall is an Asian American woman over the
7 age of eighteen. She resides in Burbank, California. She works for Disney in Burbank,
8 California.

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

11 9. Plaintiff Rebecca “Becky” Train is a woman over the age of eighteen. She resides
12 in Glendale, California. She works for Disney in Glendale, California.

13 10. Plaintiff Amy Hutchins is a woman over the age of eighteen. She resides in
14 Burbank, California. She works for Disney in Burbank, California.

15 11. Defendant The Walt Disney Company is incorporated in Delaware, and is
16 registered with the California Secretary of State. The Walt Disney Company’s principal place of
17 business is in Burbank, California. The Walt Disney Company is an employer of each of the
18 named Plaintiffs.¹¹

19 12. Defendant Walt Disney Pictures is incorporated in California, and is registered
20 with the California Secretary of State. Walt Disney Pictures’ principal place of business is in
21 Burbank, California.

22 //

23 _____
24 ¹¹ Throughout its Annual Financial Reports (Form 10-K), The Walt Disney Company refers to
25 “our employees.” “The Walt Disney Company and Affiliated Companies Standards of Business
26 Conduct” and “The Walt Disney Company and Affiliated Companies Employee Policy Manual”
27 apply to all Disney employees, and the Introductions of both of those documents are signed by
28 Robert A. Iger, President and Chief Operating Officer of The Walt Disney Company. Plaintiff
Rasmussen’s offer letter was on The Walt Disney Company letterhead, and was signed by a
“Heather Artingstall, Staffing Consultant, Talent Acquisition, The Walt Disney Company.”
Plaintiff Rasmussen’s 2017 pay adjustment form was completed by “Disney Global HR
Operations.”

1 13. Defendant Hollywood Records, Inc. is incorporated in California, and is registered
2 with the California Secretary of State. Hollywood Records, Inc.'s principal place of business is in
3 Burbank, California.

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

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

11 16. The true names of Defendants sued as Does 1-10 are unknown to Plaintiffs and are
12 sued pursuant to California Code of Civil Procedure section 474.

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

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

19 **JURISDICTION AND VENUE**

20 19. This Court has jurisdiction over this matter because The Walt Disney Company,
21 Walt Disney Pictures, Hollywood Records, Inc., Walt Disney Direct-to-Consumer and
22 International, and Walt Disney Imagineering Research & Development, Inc. maintain
23 headquarters in California, are licensed to do business in California, regularly conduct business in
24 California, and committed and continue to commit the unlawful acts alleged herein in California.

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

1 **FACTUAL ALLEGATIONS**

2 **Plaintiff Rasmussen’s Background at Disney**

3 21. LaRonda Rasmussen obtained her B.S. in Accounting from California State
4 University, Northridge. After graduating, she worked for NBC Universal for several years. In
5 February 2008, she was hired by Disney as a “Senior Financial Analyst.” Her starting salary was
6 \$70,000.

7 22. Ms. Rasmussen has worked extremely hard for Disney for more than a decade.
8 She regularly works on weekends, delivers what is required of the job, and is dedicated to
9 Disney’s mission. She enjoys her job tremendously, and considers herself a true team player.
10 She routinely receives positive performance reviews from her supervisors. From time to time,
11 she has been rewarded with raises and bonuses.

12 23. Despite Ms. Rasmussen’s clear devotion to her employer, and her exemplary
13 performance, Disney discriminates against her on account of her gender, paying her far less than
14 her male counterparts.

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

16 24. In 2017, Ms. Rasmussen raised the issue of unfair pay with Disney’s Human
17 Resources department (“Disney HR”). She explained that she believed that she was earning less
18 than men performing the same (or substantially similar) job duties, and asked for a desk audit to
19 determine whether her job responsibilities were aligned with her title.

20 25. At the time, Ms. Rasmussen’s base salary was \$109,958.

21 26. Each of the six men holding the same title as her (“Manager, Product
22 Development”) in 2017 had a much higher base salary.

- 23 ➤ The *lowest-paid* male Manager received **\$16,000+ more** in base salary than
24 Plaintiff Rasmussen.
25 ➤ The *highest-paid* male Manager was paid almost **\$40,000 more than her**.
26 ➤ When comparing the *average base salary* of male Managers, **Plaintiff Rasmussen**
27 **was shortchanged more than \$26,000**.
28

Plaintiff Rasmussen's Performance History

32. 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 under pressure, is assertive when required and she partners well. I would like to recommend LaRonda to be promoted to Project Manager this year [(2011)] as I believe she is performing at that level."
- "LaRonda has had a very successful year and has transitioned extremely well into her role as a Project Manager."
- "She is extremely detail oriented, questions everything, has excellent process knowledge and is methodical. She always earns the respect of the business community extremely fast. She is now building a strong reputation within the IT team."
- "She has also shown herself to be a very good presenter. She presented at several critical meetings this years [sic] and she showed tremendous poise and professionalism."

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

3 39. Plaintiff Eady-Marshall's supervisors acknowledge that she is doing the work of a
4 Director, with one of them stating in her 2015 Promotion Questionnaire: "The job responsibilities
5 of Ginia's position are consistent with those responsibilities performed by ... Senior Managers
6 and one Director." Despite this acknowledgement, Disney refused to give her the title of
7 Director, instead promoting her to Senior Manager.

8 40. In 2016, Plaintiff Eady-Marshall learned that she was earning \$25,000 less than
9 the low end of the range for her title (and that men with the same title were earning within that
10 range). When she raised the issue with Disney HR, they gave her a \$25,000 raise, bringing her to
11 the low end of the range. Disney did not pay her for any back pay at the time.

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

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

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

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

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

16 45. On information and belief, Disney is discriminating against Plaintiff Eady-
17 Marshall on the basis of gender.

18 46. **Plaintiff Enny Joo** has worked for Disney since 1998. When she was first hired,
19 her title was Manager, Creative. In 2000, she was promoted to Director, Creative. Since 2000,
20 she has not been promoted, despite the fact that, in 2017, she was asked to oversee the entire
21 roster of Hollywood Records’ artists. Acknowledging that “she has risen to head up all creative
22 campaigns within the Marketing Department at Hollywood Records,” Plaintiff Joo’s supervisors
23 say that she plays an “essential” role, which she “excels at.” They also say that she is a “lead
24 voice for creative” who is “uniquely qualified.”

25 47. Plaintiff Joo’s performance evaluations have been consistently excellent. Some
26 comments made by her supervisors over the years include:

- 27 ➤ “She manages to juggle a very heavy, often very taxing workload with grace and
28 intelligence.”

- 1 ➤ She is a “real leader,” who is “working at the top of her game.”
- 2 ➤ “She consistently delivers top-notch solutions, stands up for excellence and
- 3 courageously defends our brand values.”

4 48. Instead of rewarding Ms. Joo for her exemplary job performance and dedication,
5 Disney expects Plaintiff Joo to be content with her recently-increased responsibilities, with no
6 promotion or raise to go along with them. Given her new role, Plaintiff Joo’s title should be Vice
7 President, as was the man’s who performed her job before her.

8 49. Plaintiff Joo has complained about her unfair treatment to her supervisors, to no
9 avail. Despite her long tenure, and exemplary performance reviews, Plaintiff Joo was told to
10 spend a year “proving” herself, then ask for a promotion and a raise. She did just that, but at the
11 end of the year, she was told that “nothing could be done” about her pay or her title.

12 50. On information and belief, Disney is discriminating against Plaintiff Joo on the
13 basis of gender.

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

22 52. **Plaintiff Amy Hutchins** has worked for Disney’s Direct-To-Consumer business
23 segment for 14 years. She has held the title of Production Supervisor for more than 10 years,
24 though her supervisor has acknowledged that she is doing Production Manager-level work.
25 Though Ms. Hutchins has consistently received good performance reviews, she has been passed
26 over for promotion and has been stymied in her career trajectory because of her gender.

27 //

28 //

1 **Disney’s Highly-Structured Organization and Centralized Decision-Making**

2 53. Disney’s compensation policies, practices, and procedures are consistent
3 company-wide, and throughout the state of California. Disney maintains uniform policies and/or
4 practices for setting initial pay, giving employees pay raises, and bonuses. Disney’s centralized
5 pay structure establishes corporate-imposed compensation ranges (which are not fully transparent
6 to employees).

7 54. The administration of Disney’s compensation system is centralized in Disney’s
8 Global HR Operations, and the company’s compensation decisions originate from a highly-
9 concentrated and male-dominated management regime.¹³

10 55. In addition to compensation, Disney maintains centralized control over employees’
11 terms and conditions of employment, including, but not limited to, job and location assignment,
12 career progression, and promotions.

13 56. Disney utilizes uniform performance evaluations throughout its employee ranks,
14 and makes centralized decisions about promotions, compensation, bonuses, and all manner of
15 other employment policies governing employment conditions.

16 57. Disney has detailed written policies on a wide variety of topics, including
17 employee conduct and performance, reimbursement policies, electronic communications, internet
18 use, vacations, parental leave, inventions, and others. Disney’s Standards of Business Conduct
19 apply equally to all of its employees, regardless of subsidiary, business segment or division, as
20 does its Employee Policy Manual.

21 58. Employees are trained in-house in accordance with company-wide, substantive,
22 training protocols.

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27 ¹³ Disney’s male-dominated culture is evidenced in the makeup of its senior leadership. Despite
28 attracting talent from “renowned global organizations and industries,” The Walt Disney
Company’s Board of Directors has a majority of men, and its Executive Leadership team is 77%
male. See <https://www.thewaltdisneycompany.com/about/> (last visited March 22, 2019).

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

59. Disney's centralized compensation policies, practices and procedures which result in unequal pay include initial salary determinations based on prior salary history, initial job assignment, career progression, training, promotions, and evaluations.

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

61. Recognizing that it had a company-wide problem with unequal pay, "Disney created a specialized team of Compensation professionals and lawyers to analyze and address the company's pay equity practices."¹⁴

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

63. Historically, and during the relevant time period, Disney expressly considered each job applicant's prior compensation (i.e., the compensation the prospective employee was earning immediately prior to employment with Disney) in determining that employee's initial compensation level. In doing so, Disney's hiring policies and practices perpetuated gender discrimination, since women's salary history tends to reflect lower pay than men's. By inquiring about salary history, Disney's compensation policies, practices and procedures continued the historic pay disparity between men and women, resulting in male employees receiving higher starting salaries than women, even when those men and women are hired into the same job position and perform substantially equal or similar work. These disparities were compounded year on year.

64. Disney's uniform policies, procedures and practices suffer from a lack of transparency, adequate quality standards and controls, sufficient implementation metrics,

¹⁴ 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 management/HR review, and opportunities for redress or challenge. As a result, women
2 employees are assigned, evaluated, compensated, developed, and promoted within a system that
3 is insufficiently designed, articulated, explained or implemented to consistently, reliably or
4 equitably manage or reward employees.

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

21 66. Businesses have systems of accountability for all consequential processes—
22 accident rates, losses, output, etc. The research on accountability shows that decision makers
23 who know that they are going to be held accountable for an outcome are less likely to use
24 irrelevant criteria in making a decision, and that women fare better in organizations that have
25 accountability systems associated with personnel evaluation.

26 67. Without the appropriate standards, guidelines, or transparency necessary to ensure
27 an equitable workplace, unfounded criticisms may be lodged against women employees and
28 illegitimate criticisms may be given undue weight.

1 **Numerosity and Ascertainability**

2 74. On information and belief, the Class consists of thousands of former, current and
3 future female Disney employees, too numerous to make joinder practicable. Members of the
4 Class are ascertainable through Disney's records.

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

6 75. The prosecution of the Class' claims requires the adjudication of numerous
7 questions of law and fact common to Plaintiffs' individual claims and those of the Class.

8 76. The common questions of law include, *inter alia*:

- 9 (a) whether Disney has engaged in unlawful pay discrimination in its compensation,
10 assignment, performance evaluation, promotion, and/or advancement policies,
11 procedures and practices, and in the general terms and conditions of work and
12 employment under the California Equal Pay Act;
- 13 (b) whether the failure to institute adequate standards, quality controls,
14 implementation metrics, or oversight in assignment, compensation, evaluation,
15 development, promotion and/or advancement systems violates the California Equal
16 Pay Act;
- 17 (c) whether the lack of transparency and of opportunities for redress in those systems
18 violates the California Equal Pay Act and/or other statutes; and
- 19 (d) whether Disney's failure to prevent, investigate, or properly respond to evidence
20 and complaints of discrimination in the workplace violates the California Equal
21 Pay Act.

22 77. The common questions of fact include whether Disney has, *inter alia*:

- 23 (a) used a system of assignment that lacks meaningful or appropriate standards,
24 implementation metrics, quality controls, transparency, and opportunities for
25 redress;
- 26 (b) through the use of that system of assignment, placed Class members in job
27 classifications and/or job titles lower than similarly-situated males;
- 28 (c) systematically, intentionally and/or knowingly placed Class members in job

- 1 classifications and/or job titles lower than similarly-situated males;
- 2 (d) used a compensation system that lacks meaningful or appropriate standards,
3 implementation metrics, quality controls, transparency and opportunities for
4 redress;
- 5 (e) through the use of that compensation system, compensated Class members less
6 than similarly-situated males in salaries, bonuses, raises, and/or benefits;
- 7 (f) systematically, intentionally, and/or knowingly compensated Class members less
8 than similarly-situated males;
- 9 (g) used a promotion system that lacks meaningful or appropriate standards,
10 implementation metrics, quality controls, transparency and opportunities for
11 redress;
- 12 (h) through the use of that promotion system, precluded or delayed the promotion of
13 Class members into higher level positions traditionally held by males;
- 14 (i) systematically, intentionally and/or knowingly precluded or delayed the promotion
15 of Class members into higher levels positions traditionally held by males;
- 16 (j) used a system for performance evaluations that lacks meaningful or appropriate
17 standards, implementation metrics, quality controls, transparency and
18 opportunities for redress;
- 19 (k) through the use of that performance evaluation system inadequately, inequitably,
20 or disparately measured and classified Class members' and similarly-situated
21 males' performance;
- 22 (l) systematically, intentionally and/or knowingly subjected Class members to
23 inaccurate, inequitable or discriminatorily-lowered performance evaluations;
- 24 (m) used HR and equal employment opportunity systems that lack meaningful or
25 appropriate standards, implementation metrics, quality controls, transparency and
26 opportunities for redress;
- 27 (n) through the use of those systems, minimized, ignored or covered up evidence of
28 pay discrimination and/or otherwise mishandled the investigation of responses to

1 complaints of pay discrimination brought to the attention of management, Disney
2 HR, or through other reporting channels;

3 (o) systematically, intentionally, and/or knowingly showed an indifference to evidence
4 of discrimination in the workplace or otherwise minimized, ignored, mishandled,
5 or covered up evidence of or complaints about pay discrimination; and

6 (p) failed to adequately or meaningfully train, coach or discipline management
7 personnel on equal employment opportunity principles and compliance.

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

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

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

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

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

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1 **Typicality**

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

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

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

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

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

19 **Adequacy of Representation**

20 88. Plaintiffs' interests are co-extensive with those of the members of the Class.
21 Plaintiffs seek to remedy Disney's discriminatory employment policies, procedures and practices
22 so that Class members will no longer be paid less than their male counterparts doing the same or
23 similar work. Plaintiffs are willing and able to represent the Class fairly and vigorously as she
24 pursues their individual claims in this action.

25 89. Plaintiffs have retained counsel who are qualified, experienced, and able to
26 conduct this litigation and to meet the time and fiscal demands required to litigate an employment
27 discrimination class action of this size and complexity. The interests, experience, and resources
28

1 of Plaintiffs' counsel to litigate competently the individual and class claims at issue in this case
2 satisfy the adequacy of representation requirement.

3 **Superiority of The Class Mechanism**

4 90. Class certification is appropriate because common questions of law and fact
5 predominate over any questions affecting only individual Class members. Disney's liability in
6 this case is based on uniform company policies and procedures applicable to all Class members.
7 The compensation that Disney owes to each individual Class member is relatively small when
8 compared to the expense and burden of individual litigation to recover that compensation
9 individually. The prosecution of separate lawsuits against Disney by individual Class members
10 could create the risk of inconsistent or varying adjudications which could establish incompatible
11 standards of conduct for Disney. A class action is superior to other available methods for the fair
12 and efficient adjudication of the controversy set forth herein.

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

14 91. Disney has acted or refused to act on grounds that apply generally to the Class, so
15 that final injunctive relief and/or corresponding declaratory relief is appropriate respecting the
16 Class as a whole.

17 92. Disney has failed to create adequate incentives for its managerial and supervisory
18 personnel to comply with laws regarding the employment policies, practices, and procedures
19 described herein.

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

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

25 95. Disney's systemic discrimination and refusal to act on grounds that are not
26 discriminatory have made appropriate the requested final injunctive or declaratory relief with
27 respect to the Class as a whole.

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

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

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

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

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

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

24 101. Plaintiffs and Class members are therefore entitled to all legal and equitable
25 remedies, including but not limited to compensatory damages, and liquidated damages.

26 102. Attorneys' fees should be awarded under California Labor Code § 1197.5.

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1 them, enjoining them from engaging in any further unlawful policies, practices, and/or policies
2 giving rise to gender discrimination as set forth herein;

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

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

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

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

18 i. Order that this Court retain jurisdiction of this action until such time as the Court
19 is satisfied that Disney has remedied the conduct complained of herein and is determined to be in
20 full compliance with the law;

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

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

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

27 m. Award nominal, compensatory, and liquidated damages to Plaintiffs and Class
28 members;

- 1 m. Award litigation costs and expenses, including, but not limited to, reasonable
2 attorneys' fees, to Plaintiffs and Class members;
3 n. Award statutory and civil penalties as appropriate;
4 o. Award any other appropriate equitable relief to Plaintiffs and Class members;
5 p. Award any other relief as this Court may deem just and proper.

6
7 DATE: July 5, 2019

ANDRUS ANDERSON LLP

8 By: 

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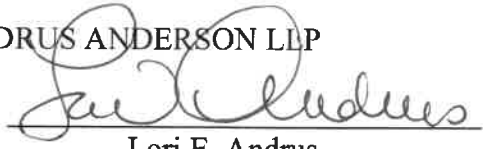
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19 *Attorneys for Plaintiffs and the Proposed*
20 *Class*

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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and the Class, demand a jury trial in this action for all claims so triable.

DATE: July 5, 2019

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