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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, AMY HUTCHINS,
12 NANCY DOLAN, ANABEL PAREJA SINN,
DAWN JOHNSON, and KATHY LY, on
13 behalf of themselves and all others similarly
situated and aggrieved,

Case No. 19STCV10974
SECOND AMENDED COMPLAINT
CLASS ACTION
DEMAND FOR JURY TRIAL

14 Plaintiffs,

15 vs.

16 THE WALT DISNEY COMPANY, WALT
DISNEY PICTURES, HOLLYWOOD
17 RECORDS, INC., WALT DISNEY DIRECT-
TO-CONSUMER & INTERNATIONAL,
18 DISNEY CONTENT SALES, LLC, BUENA
VISTA HOME ENTERTAINMENT, INC.,
19 WALT DISNEY PARKS AND RESORTS
U.S., INC., WALT DISNEY IMAGINEERING
20 RESEARCH & DEVELOPMENT, INC.,
AMERICAN BROADCASTING
21 COMPANIES, INC., and DOES 1-100,

22 Defendants.

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

25 ¹ Except where appropriate, Defendants The Walt Disney Company, Walt Disney Pictures,
26 Hollywood Records, Inc., Walt Disney Direct-To-Consumer & International, Disney Content
27 Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney Imagineering Research &
Development, Inc., Walt Disney Parks and Resorts U.S., Inc., and American Broadcasting
28 Companies, Inc., are referred to collectively as “Disney.”

² Disney Brothers Cartoon Studio, which would become The Walt Disney Company, was created

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28 ² Disney Brothers Cartoon Studio, which would become The Walt Disney Company, was created

1 the best stories, being relevant, and expanding audiences,”³ 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.⁴

7 Some companies are tackling the wage gap with real action. Since April 2019, nearly 30 major
8 California employers, including Apple, Uber, AirBnB, Intel, Cisco, Salesforce, and Gap, have signed
9 on to the California Pay Equity Pledge.⁵ 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.”⁶

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 company⁷ – 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 Kathy Ly—all valuable and
18 high-performing Disney employees—bring this lawsuit to address the rampant gender pay
19 discrimination at Disney. Because Disney’s pay practices negatively affect their female co-workers
20 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

23 in 1923. See <https://www.thewaltdisneycompany.com/about/> (last visited March 22, 2019).

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

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

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

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

28 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 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.”⁸ 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.⁹ As explained
8 in its 2018 Annual Report,¹⁰ “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 Media.

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

16 3. Over the 11 years Ms. Rasmussen has worked for Disney, she has come to
17 understand that, across all of its business segments and at all levels of the company, Disney
18 routinely underpays its female employees, passes them over for promotion, piles on extra work
19 without additional compensation, and does not supply sufficient support staff to allow women to
20 succeed at their jobs. Based on Ms. Rasmussen’s extensive experience—and after her efforts to
21 resolve her complaints internally were unsuccessful—she was left with little choice but to
22

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

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-outlook>
(last visited July 5, 2019). “The next highest studios this year, Warner Bros. and
Universal, haven’t made even half that amount.” *Id.*

28 ¹⁰ Available at: <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 Business &
6 Professions Code § 17200, *et seq.*; and the California Private Attorneys General Act of 2004,
7 California Labor Code § 2698 *et seq.*

8 PARTIES

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

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

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

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

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

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

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

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

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

1 14. Plaintiff Kathy Ly is an Asian American woman over the age of eighteen. She
2 resides in Yorba Linda, California. She previously worked for Disney in Anaheim, California.

3 15. 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.¹¹

7 16. 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 17. 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 18. 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 19. 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 20. 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 ¹¹ 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."

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

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

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

13 24. The true names of Defendants sued as Does 1-100 are unknown to Plaintiffs. They
14 are sued pursuant to California Code of Civil Procedure section 474.

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

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

21 **JURISDICTION AND VENUE**

22 27. This Court has jurisdiction over this matter because The Walt Disney Company,
23 Walt Disney Pictures, Hollywood Records, Inc., Walt Disney Direct-to-Consumer and
24 International, Disney Content Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney
25 Parks and Resorts U.S., Inc., Walt Disney Imagineering Research & Development, Inc., and
26 American Broadcasting Companies, Inc. maintain offices in California, are licensed to do
27 business in California, regularly conduct business in California, and committed and continue to
28 commit the unlawful acts alleged herein in California.

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

5 **FACTUAL ALLEGATIONS**

6 **Plaintiff Rasmussen's Background at Disney**

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

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

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

17 32. Despite Ms. Rasmussen's clear devotion to her employer, and her exemplary
18 performance, Disney discriminates against her on account of her gender, paying her far less than
19 her male counterparts even though she is doing the same or substantially similar work as them
20 when viewed as a composite of skill, effort and responsibility, and performed under similar
21 working conditions.

22 //

23 //

24
25 ¹² 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 **Plaintiff Rasmussen Raises Concerns with Disney Human Resources**

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

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

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

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

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

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

25 **Disney’s Response**

26 37. Five months after Ms. Rasmussen asked Disney to consider whether she was being
27 paid equally, Disney HR informed her that the amount of her pay “was not due to gender.”
28

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

6 39. Ms. Rasmussen's base salary is currently \$138,375.

7 40. Even with her increased salary, Ms. Rasmussen *still* earns less than several of her
8 male counterparts. As of August 2018 (a year after she received a raise):

- 9 > When compared to the average salary of male Managers, Ms. Rasmussen is paid
10 \$5,270 less. When compared to the average salary of male Senior Managers, Ms.
11 Rasmussen is paid approximately \$34,000 less.

12 **Plaintiff Rasmussen's Performance History**

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

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

1 recommend LaRonda to be promoted to Project Manager this year [(2011)] as I
2 believe she is performing at that level.”

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

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

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

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

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

18 **Disney Underpays Other Women Employees**

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

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

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

26 //

27 //

28 //

1 45. **Plaintiff Karen Moore** is a Senior Copyright Admin Administrator within the
2 Disney Music Group and a 23-year employee of Disney.¹³

3 46. 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 47. 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 48. **Plaintiff Ginia Eady-Marshall** is a Senior Manager for Disney Music Publishing,
16 and has worked for Disney for a total of 15 years.¹⁴

17 49. 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 ¹³ 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
26 the top. Her work email address ends with “@disney.com.”

27 ¹⁴ Ms. Eady-Marshall has multiple employers in her position with Disney. Her paycheck shows
28 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. 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 50. 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.¹⁵

8 51. 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 52. 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 _____
27 ¹⁵ When she was promoted, Ms. Eady-Marshall was told that she could not be promoted from
28 Manager to Director because she would be skipping a level (Senior Manager). However, the
same year she was promoted, a male colleague was promoted from Manager to Director without
ever holding the title of "Senior Manager."

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

3 ➤ “Ginia’s workload has increased at an unprecedented pace.”

4 ➤ “Ginia also has become the *resident subject matter expert.*”

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

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

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

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

24 57. **Plaintiff Enny Joo** has worked for Disney since 1998.¹⁶ When she was first hired,
25 her title was Manager, Creative. In 2000, she was promoted to Director, Creative. Since 2000,

26 _____
27 ¹⁶ Ms. Joo has multiple employers in her position with Disney. Her paycheck shows that she is
28 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 58. 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 59. 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 60. 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 61. 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
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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 **62. Plaintiff Becky Train** began working for Disney Imagineering, also known as
4 “Theme Park Productions,” as a contractor in 2015.¹⁷ 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 **63.** 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 **64. Plaintiff Amy Hutchins** has worked for Disney’s Direct-To-Consumer business
16 segment for 14 years.¹⁸ She has held the title of Production Supervisor for more than 10 years,
17 though her supervisor has acknowledged that she is doing Producer-level work. Though Ms.
18 Hutchins has consistently received good performance reviews (she is “instrumental for the project

19 ¹⁷ Ms. Train has multiple employers in her position with Disney. Her paycheck shows that she is
20 paid by Walt Disney Parks and Resorts U.S., Inc. Ms. Train’s performance evaluations are
21 recorded on a form that has “[Disney’s “D” graphic logo] Achieve” embossed at the top and her
22 2018 performance evaluation refers to her role “in WDI” (Walt Disney Imagineering). Her ID
23 Card says “The Walt Disney Company and Affiliated Companies,” and says “Imagineering
24 Campus.” Her “Day 1 New Hire Itinerary” is on Walt Disney Imagineering letterhead. Her work
25 email address ends with “@disney.com” and the email signature line of the individual who
26 offered her the job shows that he is an Executive at Walt Disney Imagineering, though his online
27 Disney profile shows that his “company code” is “WD Parks & Resorts US, Inc.” The recruiter
28 who assisted with her hiring process has an email signature that indicates she works for “Walt
Disney Imagineering – Walt Disney Parks & Resorts.”

¹⁸ Ms. Hutchins has multiple employers in her position with Disney. Her paycheck shows that
she is paid by Disney Content Sales, LLC. Her online Disney profile shows that she is
categorized as working for “DTCI-CA Creative” (Direct-to-Consumer & International). Her
work email address ends with “@disney.com.” Her 2015 W-2 shows her employer as Buena
Vista Home Entertainment.

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

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

10 66. **Plaintiff Nancy Dolan** has worked for Walt Disney Studios Motion Pictures
11 Production for eighteen years.¹⁹ She started out in temporary positions in 2001. A year later, she
12 transitioned into a permanent full-time position, with the title of Assistant to the Senior Vice
13 President of Music Creative & Marketing. As time passed, Ms. Dolan received periodic
14 promotions, from Coordinator, to Senior Coordinator, to Manager. Since January 2015, she has
15 held the title of Senior Manager, Creative Music Marketing.

16 67. 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:

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22 ¹⁹ 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.”

- 1 ➤ 2018: “She is a seamless collaborator, *unparalleled expert in her field* and truly
2 *operates on a Vice President level.*”
3 ➤ 2017: “[T]here is absolutely no question in my mind that [Nancy] is performing
4 even beyond Director level.”
5 ➤ 2016: “Nancy exceeded my performance expectations and is operating easily at
6 Director level, if not higher.”

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

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

27 69. At one point, Ms. Dolan was told that she could not be promoted from Manager to
28 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 70. 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 71. 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 72. 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 73. 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 74. **Plaintiff Anabel Pareja Sinn** worked for Disney from 2006 to 2017, as a Senior
26 Designer.²⁰

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28 ²⁰ 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 75. 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 76. 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 77. 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 78. 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 79. **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 2004.²¹ 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 80. 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.

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Statements came from Disney.

28 ²¹ Ms. Wisner-Johnson had a hiatus from working for Disney from 2007-2013.

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

5 82. **Plaintiff Kathy Ly** worked as a Financial Analyst for Disney’s Finance Marketing
6 department from March 2017 until March 2018. While employed at Disney, Ms. Ly routinely
7 worked 55-60 hours per week, and received positive feedback on her performance.

8 83. Although Ms. Ly was doing work that was the same or substantially similar to that
9 of men who were Financial Analysts and Senior Financial Analysts, she was making less than
10 them. She was also given a much lower raise than her male counterpart, without valid reason.
11 Her supervisor showed favoritism towards her male counterpart.

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

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

17 85. Disney’s compensation policies, practices, and procedures are consistent
18 company-wide, and throughout the state of California. Disney maintains uniform policies and/or
19 practices for setting initial pay, giving employees pay raises, and bonuses. Disney’s centralized
20 pay structure establishes corporate-imposed compensation ranges (which are not fully transparent
21 to employees).

22 86. The administration of Disney’s compensation system is centralized in Disney’s
23 Global HR Operations, and the company’s compensation decisions originate from a highly-
24 concentrated and male-dominated management regime.²²

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27 ²² 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).

1 87. In addition to compensation, Disney maintains centralized control over employees'
2 terms and conditions of employment, including, but not limited to, job and location assignment,
3 career progression, and promotions.

4 88. Disney utilizes uniform performance evaluations throughout its employee ranks,
5 and makes centralized decisions about promotions, compensation, bonuses, and all manner of
6 other employment policies governing employment conditions.

7 89. Disney has detailed written policies on a wide variety of topics, including
8 employee conduct and performance, reimbursement policies, electronic communications, internet
9 use, vacations, parental leave, inventions, and others. Disney's Standards of Business Conduct
10 apply equally to all of its employees, regardless of subsidiary, business segment or division, as
11 does its Employee Policy Manual.

12 90. Employees are trained in-house in accordance with company-wide, substantive,
13 training protocols.

14 91. Like other large companies, Disney maintains company-wide centralized databases
15 to track employees' job classifications, along with other relevant information like education,
16 location, experience, job tenure, performance review ratings, prior pay, pay scale, title, and other
17 compensation parameters.

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

19 92. Disney's centralized compensation policies, practices and procedures which result
20 in unequal pay include initial salary determinations based on prior salary history, initial job
21 assignment, career progression, training, promotions, raises, bonuses, and performance
22 evaluations.

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

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1 94. Recognizing that it had a company-wide problem with unequal pay, “Disney
2 created a specialized team of Compensation professionals and lawyers to analyze and address the
3 company’s pay equity practices.”²³

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

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

17 97. More broadly, Disney’s uniform policies, procedures and practices suffer from a
18 lack of transparency, adequate quality standards and controls, sufficient implementation metrics,
19 management/HR review, and opportunities for redress or challenge. As a result, women
20 employees are assigned, evaluated, compensated, developed, and promoted within a system that
21 is insufficiently designed, articulated, explained or implemented to consistently, reliably or
22 equitably manage or reward employees.

23 98. Disney also lacks a system of accountability with respect to gender discrimination.
24 If left unaddressed, adherence to gender stereotypes negatively affect women workers. Social
25 science research has increasingly shown that implementing a meaningful system which holds
26 employees accountable for making unbiased personnel decisions is an effective means of

27 ²³ Quote from a Disney spokesperson in *Variety*: [https://variety.com/2019/biz/news/disney-](https://variety.com/2019/biz/news/disney-gender-pay-class-action-1203179263/)
28 [gender-pay-class-action-1203179263/](https://variety.com/2019/biz/news/disney-gender-pay-class-action-1203179263/) (last visited July 3, 2019).

1 eradicating unequal pay. A meaningful system of accountability includes transparency in the
2 distribution of opportunities and rewards, which is sorely deficient at Disney. A meaningful
3 system of accountability also includes regular monitoring to identify instances in which rewards
4 and opportunities are not distributed appropriately. Decision makers should be required to justify
5 personnel decisions, and some entity, individual or department, should be charged with
6 addressing instances in which fair treatment has been violated, and sanctioning those who engage
7 in unfair treatment. In other words, organizations need a department or individual who receives
8 regular reports on the decisions that have been made impacting gender. That individual or
9 department must regularly monitor all personnel actions to compare how employees of different
10 genders have been treated, and must have sufficient clout to remedy unfair personnel actions and
11 appropriately sanction the decision makers who violated the organization's standards of fair
12 behavior.

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

18 100. Without the appropriate standards, guidelines, or transparency necessary to ensure
19 an equitable workplace, unfounded criticisms may be lodged against women employees and
20 illegitimate criticisms may be given undue weight.

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

1 109. The common questions of law include, *inter alia*:

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

15 110. The common questions of fact include whether Disney has, *inter alia*:

- 16 (a) used a system of assignment that lacks meaningful or appropriate standards,
17 implementation metrics, quality controls, transparency, and opportunities for
18 redress;
19 (b) through the use of that system of assignment, placed Class members in job
20 classifications and/or job titles lower than similarly-situated males;
21 (c) systematically, intentionally and/or knowingly placed Class members in job
22 classifications and/or job titles lower than similarly-situated males;
23 (d) used a compensation system that lacks meaningful or appropriate standards,
24 implementation metrics, quality controls, transparency and opportunities for
25 redress;
26 (e) through the use of that compensation system, compensated Class members less
27 than similarly-situated males in salaries, bonuses, raises, and/or benefits;
28 (f) systematically, intentionally, and/or knowingly compensated Class members less

- 1 than similarly-situated males;
- 2 (g) used a promotion system that lacks meaningful or appropriate standards,
3 implementation metrics, quality controls, transparency and opportunities for
4 redress;
- 5 (h) through the use of that promotion system, precluded or delayed the promotion of
6 Class members into higher level positions traditionally held by males;
- 7 (i) systematically, intentionally and/or knowingly precluded or delayed the promotion
8 of Class members into higher levels positions traditionally held by males;
- 9 (j) used a system for performance evaluations that lacks meaningful or appropriate
10 standards, implementation metrics, quality controls, transparency and
11 opportunities for redress;
- 12 (k) through the use of that performance evaluation system inadequately, inequitably,
13 or disparately measured and classified Class members' and similarly-situated
14 males' performance;
- 15 (l) systematically, intentionally and/or knowingly subjected Class members to
16 inaccurate, inequitable or discriminatorily-lowered performance evaluations;
- 17 (m) used HR and equal employment opportunity systems that lack meaningful or
18 appropriate standards, implementation metrics, quality controls, transparency and
19 opportunities for redress;
- 20 (n) through the use of those systems, minimized, ignored or covered up evidence of
21 pay discrimination and/or otherwise mishandled the investigation of responses to
22 complaints of pay discrimination brought to the attention of management, Disney
23 HR, or through other reporting channels;
- 24 (o) 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 (p) failed to adequately or meaningfully train, coach or discipline management
28 personnel on equal employment opportunity principles and compliance.

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

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

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

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

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

20 **Typicality**

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

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

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

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

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

12 **Adequacy of Representation**

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

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

23 **Superiority of The Class Mechanism**

24 123. Class certification is appropriate because common questions of law and fact
25 predominate over any questions affecting only individual Class members. Disney's liability in
26 this case is based on uniform company policies and procedures applicable to all Class members.
27 The compensation that Disney owes to each individual Class member is relatively small when
28 compared to the expense and burden of individual litigation to recover that compensation

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

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

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

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

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

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

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

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

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

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

27 131. Disney has discriminated against Plaintiffs and Class members in violation of
28 California Labor Code § 1197.5, et seq. by paying Plaintiffs and Class members less when

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

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

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

14 134. Plaintiffs and Class members are therefore entitled to all legal and equitable
15 remedies, including but not limited to compensatory damages, and liquidated damages.

16 135. Attorneys' fees should be awarded under California Labor Code § 1197.5.

17 **SECOND CLAIM FOR RELIEF**
18 **FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING**
19 **EMPLOYEES**
20 **California Labor Code §§ 201-203, et seq.**
21 **(On Behalf of Plaintiffs Sinn, Johnson, Ly and the Class)**

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

24 137. This cause of action is brought by Plaintiffs Pareja Sinn, Johnson, and Ly,
25 individually, and on behalf of the Class.

26 138. Pursuant to California Labor Code sections 201, 202, and 203, Disney is required
27 to pay all earned and unpaid wages to an employee who is discharged or quits. California Labor
28 Code section 201 mandates that if an employer an employee, the employee's wages accrued and
unpaid at the time of discharge are due and payable immediately. California Labor Code section

1 202 mandates that if an employee quits, the employee's wages accrued and unpaid at the time of
2 quitting are due and payable no later than 72 hours after the employee quits his or her
3 employment, unless the employee provided at least 72 hours of notice of his or her intention to
4 quit, in which case the wages are due immediately at the time of quitting.

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

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

14 141. As a result of Disney's unlawful actions and omissions, Plaintiffs and former
15 employee Class members are entitled to all available statutory penalties, including the waiting
16 time penalties provided in California Labor Code sections 203, together with interest thereon, as
17 well as all other available remedies.

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

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

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

25 144. Disney is a "person" as defined under California Business & Professions Code
26 § 17201.

27 145. Disney's failure to pay Plaintiffs and Class members equally constitutes unlawful
28 and/or unfair activity prohibited by California Business & Professions Code § 17200. By the

1 conduct alleged herein, Disney violates the California Equal Pay Act, Labor Code § 1197.5, *et*
2 *seq.* and California Labor Code §§ 201-203. Such violations also constitute unlawful business
3 practices prohibited by California’s Business and Professions Code § 17200.

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

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

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

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

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

18 150. Plaintiffs, and each of them, are “aggrieved employees” within the meaning of
19 California Labor Code § 2699(c), and are each a proper representative to bring a civil action on
20 behalf of herself and other current and former employees of Disney pursuant to the procedures
21 specified in California Labor Code § 2699.3, because Plaintiffs were employed by Disney and the
22 alleged violations of California Labor Code § 1197.5, California Labor Code §§ 201-203 were
23 committed by Disney, against each of them.

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

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

12 153. PAGA permits aggrieved employees to collect the civil penalties authorized by
13 law and normally collectible by the California Labor and Workforce Development Agency. To
14 address violations for which no penalty had been established, section 2699(f) creates a private
15 right of action for aggrieved employees and a default penalty in the amount of \$100 for each
16 aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved
17 employee per pay period for each subsequent violation. *See Cal. Lab. Code § 2699(f)*. Plaintiffs
18 hereby seek to collect civil penalties for the Labor Code violations described herein.

19 154. California Labor Code § 2699(g) further provides that any employee who prevails
20 in an action for civil penalties is entitled to an award of reasonable attorney’s fees and costs.
21 Plaintiffs thus seek to recover attorneys’ fees and costs under this one-way fee and cost shifting
22 statute.

23 **PRAYER FOR RELIEF**

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

- 26 a. Certify this case as a class action, designate the Plaintiffs as Class Representatives,
- 27 and their counsel as Class Counsel;
- 28 b. Declare and adjudge that Disney’s employment policies, practices and/or

1 procedures challenged herein are illegal and in violation of the rights of Plaintiffs and members of
2 the Class;

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

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

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

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

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

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

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

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

28 l. Order Disney to make whole Plaintiffs and Class members, by providing them

1 with appropriate lost earnings and benefits, and other affirmative relief;

2 m. Award nominal, compensatory, and liquidated damages to Plaintiffs and Class
3 members;

4 m. Award litigation costs and expenses, including, but not limited to, reasonable
5 attorneys' fees, to Plaintiffs, Class members and the aggrieved employees;

6 n. Award waiting time penalties authorized by California Labor Code § 203;

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

9 p. Award prejudgment interest on unpaid wages at a rate of 10% per annum pursuant
10 to California Labor Code § 1197.5(h) and California Civil Code § 3287-3288, and/or any other
11 applicable provisions providing for prejudgment interest;

12 q. Award any other appropriate equitable relief to Plaintiffs and Class members;

13 r. Award any other relief as this Court may deem just and proper.

14
15 DATE: September 18, 2019

ANDRUS ANDERSON LLP

16 By: 

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26
27
28 *Attorneys for Plaintiffs, the Proposed Class
and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

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

4
5 DATE: September 18, 2019

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6 By: 

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