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Attorneys for Plaintiff
SUSAN STEEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SUSAN STEEN, an individual,

Plaintiff,

vs.

WARNER BROS. ENTERTAINMENT, INC,) and Does 1–10, inclusive,
Defendants.

) Case No. **20STCV37617**

) **COMPLAINT FOR DAMAGES AND OTHER RELIEF**

-) 1. Gender Discrimination in Violation of the Fair Employment and Housing Act (“FEHA”)
-) 2. Retaliation in Violation of FEHA
-) 3. Failure to Prevent Discrimination, Retaliation, and Harassment in Violation of FEHA
-) 4. Wrongful Termination in Violation of Public Policy
-) 5. Fair Pay Violation (Cal. Labor Code § 1197.5)

DEMAND FOR JURY TRIAL

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INTRODUCTION

Plaintiff Susan Steen (“Steen” or “Plaintiff”) was employed at Warner Brothers for over 31 years, from 1987, when she was hired as a secretary, until late 2018. Through hard work and dedication, she climbed the corporate ladder to become the Executive Vice President of Worldwide Marketing Services and Head of Marketing Services Post. Ms. Steen had an exemplary and unblemished Warner Brothers career, spanning throughout her 31 years of service. However, Ms. Steen’s rise in the company did not come without great cost to her. She often faced hostility and resistance from the “old boys’ club” comprised of senior male managers who resisted Steen’s decisions and directives. Male executives in the Home Entertainment division took concerted efforts to block Steen’s access to necessary information to do her job and routinely spoke to her in a demeaning, combative manner, even in executive meetings.

Steen reported that she felt harassed as a woman and was being subjected to gender bias by specific male members of senior management. Despite complaints to her direct supervisor, to numerous executives, and to members of Human Resources, her complaints were dismissed as “silly, unimportant, and uncomfortable to address”. Soon after her complaints, Ms. Steen was targeted with aggressiveness, threats, and retaliation. As just one example, at meetings, the male Executive VP of Home Entertainment stood over Ms. Steen, aggressively wagging his fingers in her face, invading her personal space, and threatening a reorganization that would “not go well” for Ms. Steen.

Rather than properly escalate, investigate, and address Plaintiff’s complaints by taking appropriate corrective action, on December 20, 2018, Warner Brothers retaliated against Plaintiff by terminating her for false and pretextual reasons.

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JURISDICTION AND VENUE

1. Jurisdiction and venue are proper in this Court because the claims arose in Los Angeles County; the parties were or are residents of, or are doing business in, Los Angeles County;

1 or the claims may be brought in this Court by statute or law.

2 2. Defendants employed Plaintiff in Los Angeles County. Plaintiff performed work for
3 Defendants in Los Angeles County. All or nearly all of the wrongs giving rise to Plaintiff’s claims,
4 including Plaintiff’s termination, occurred in Los Angeles County.

5 3. The amount in controversy in this matter exceeds the sum of \$50,000, exclusive of
6 interest and costs.

7 **PARTIES**

8 4. Plaintiff Susan Steen is an individual, and at all relevant times was residing in Los
9 Angeles County. At the time of her termination, Plaintiff was in a protected class based on her
10 gender being female.

11 5. Defendant Warner Brothers Entertainment, Inc. is, and at all relevant times was, a
12 corporation operating within Los Angeles County. Defendant Warner Bros. Entertainment, Inc. is,
13 and at all relevant times was, an employer pursuant to California Government Code § 12926(d).

14 6. Steen is ignorant of the true names and capacities of defendants sued herein as Does
15 1 through 10, inclusive, and therefore sues these defendants by such fictitious names and capacities.
16 Steen will amend this complain to allege their true identities when ascertained. Steen is informed,
17 believes, and on that bases alleges, that each fictitiously named defendant is responsible in some
18 manner for the acts and failures to act herein alleged, and that Steen’s injuries were legally caused
19 by the conduct of each such defendant.

20 **FACTUAL ALLEGATIONS**

21 7. Plaintiff Susan Steen was hired by Warner Bros. in 1987 to perform secretarial
22 services for the Director of Marketing Services. Between 1989 to 2001, Plaintiff Steen was
23 promoted at least five times. Plaintiff Steen was promoted to Vice President of International
24 Marketing Services in 2001, and again promoted to Senior Vice President of Worldwide Theatrical
25 Marketing Services in 2008. In 2014 and again in 2015, Warner Bros. increased Plaintiff Steen’s
26 responsibilities, from taking over an on-lot finishing facility (Marketing Services Post) to overseeing
27 the London-based Theatrical International Marketing Services team. Based on her three and a half
28 years overseeing Marketing Services Post, profits soared from \$4 million to \$12.5 million.

1 8. By 2018, Plaintiff Steen had been promoted to Executive Vice President of
2 Worldwide Marketing Services and Head of Marketing Services Post. Plaintiff enjoyed an
3 exemplary track record of work performance with an unblemished career spanning 31 years of
4 service to Warner Bros.

5 9. On February 7, 2018, Plaintiff Steen was notified that her base compensation would
6 increase from \$350,000 with a 25% bonus target to \$420,000 with a 30% bonus target.

7 10. On February 23, 2019, Plaintiff Steen received a bonus check for \$41,000 instead of
8 the \$127,000 she was promised. Plaintiff had been told that she would receive the 30.5% bonus in
9 February 2019, in conjunction with her being asked to take on additional duties in Home
10 Entertainment, which were not considered when Plaintiff received her last pay increase. Thereafter,
11 in the first quarter of 2018, Warner Bros. tasked Plaintiff Steen with overseeing the consolidation
12 of the Home Entertainment and Theatrical teams, and with the specific objective of achieving costs
13 savings for Warner Bros. After months of assessing Home Entertainment spending, Plaintiff
14 concluded that significant print production changes were needed- the team's largest expense. In
15 order to cut costs, Plaintiff proposed to merge the Home Entertainment and Theatrical division print
16 production under one third-party creative agency. This change prompted a swift and hostile
17 response from the Home Entertainment division, where an "old boys' club" comprised of senior
18 male managers resisted Plaintiff's new leadership role over them. These same senior male managers
19 sought to undermine Plaintiff's decisions and directives, and block access to information crucial to
20 Plaintiff's ability to achieve the cost-savings goals set by Warner Bros.

21 11. Beginning in or about the third quarter of 2018, Plaintiff complained to her direct
22 supervisor, J.P. Richards, as well as numerous executives and members of Human Resources, that
23 Plaintiff was being subjected to gender bias and harassment by specific male members of senior
24 management. Neither Richards nor HR escalated Plaintiff's complaints for investigation, and
25 Richards minimized and dismissed Plaintiff's complaints as silly, unimportant, and uncomfortable
26 for him to address.

27 12. From the point she voiced these complaints up until her date of termination, Plaintiff
28 Steen experienced an escalation of gender bias by male executives in Home Entertainment.

1 13. For example, Phillipe De Crisnay, the Executive Vice President of Worldwide Home
2 Entertainment Operations, heavily protested Plaintiff Steen’s merger proposal and set out on a
3 crusade to undercut Plaintiff’s efforts. During meetings, De Crisnay habitually and purposefully
4 ignored Plaintiff’s direct questions, and was dismissive, combative, harassing, and disdainful. Male
5 participants in the meeting were not subjected to similar treatment.

6 14. In calculated efforts to undermine Plaintiff Steen, male members of Home
7 Entertainment, who Plaintiff Steen now supervised, repeatedly refused to schedule meetings with
8 the Plaintiff and Home Entertainment’s print vendors, and coordinated efforts with colleagues to
9 block Plaintiff’s access to necessary information.

10 15. Jim Wuthrich, then- Executive Vice President of Warner Bros. Home Entertainment,
11 physically stood over the Plaintiff, wagged his finger precariously close to her face and aggressively
12 threatened that pursuit of the reorganization would “not go well” for Plaintiff. Wuthrich has not
13 engaged in similar acts of threats, physical intimidation, and harassment with male executives.
14 Although an HR employee was present and witnessed this conduct, she took no action at the time
15 to intervene, and took no subsequent correction action to address Wuthrich’s conduct.

16 16. Plaintiff continued to report and complain of ongoing gender bias and the sexually
17 hostile work environment experienced in Home Entertainment, including to a President, an
18 Executive Vice President, a Senior Vice President, and Human Resources. Plaintiff is informed and
19 believes that none of these complaints were properly addressed.

20 17. Beginning in or about the third quarter of 2018, up until her termination, Plaintiff
21 Steen also complained of disparity in pay existing between men and women, such that based on
22 Plaintiff’s overall compensation, Plaintiff was being paid less than her male counterparts, despite
23 performing comparable job duties.

24 18. On November 29, 2018, Steen was accused of purported misconduct including
25 noncompliance and violation of a nondisclosure agreement, and later aggressively questioned in an
26 accusatory, sexist, and harassing manner.

27 19. In November 29, 2018, on the eve of Plaintiff’s termination, Plaintiff Steen finally
28 received an email from Human Resources stating a purported intent to *start* investigating Plaintiff’s

1 complaints. As part of this purported investigation, Plaintiff Steen and witnesses to the conduct
2 were told not to speak with anyone regarding the subject-matter of the investigation. However, no
3 actual interviews or investigation was conducted as to Plaintiff or witnesses identified by Plaintiff,
4 and Plaintiff is unaware of any corrective action having been taken. Thus, the pretense of an
5 investigation served only to silence Plaintiff and her witnesses.

6 20. On December 20, 2018, without warning, Plaintiff Steen was terminated “without
7 cause” purportedly for sharing an email with a vendor, in violation of the non-disclosure agreement.
8 In fact, Plaintiff shared a non-confidential document commonly shared in the creative agency
9 industry.

10 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 21. Plaintiff has exhausted all relevant administrative remedies. Steen timely filed a
12 charge of discrimination with the California Department of Fair Employment and Housing
13 (“DFEH”). On January 13, 2020, the DFEH issued her a Notice of Case Closure and Right to Sue
14 Letter for the state law claims alleged herein.

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16 **FIRST CAUSE OF ACTION**

17 **GENDER DISCRIMINATION**

18 **Cal. Gov. Code § 12940(a)**

19 **(Against All Defendants)**

20 22. Plaintiff realleges and incorporates by reference the allegations contained in all
21 previous paragraphs as though fully stated here.

22 23. Plaintiff, a woman, was subjected to acts of verbal and physical intimidation, actions
23 and conduct to which similarly situated men were not subjected. By actions, words and deeds,
24 perpetrated by a “old boys’ club” mentality, senior male managers were protected and insulated
25 from criticism or investigation, resulting in disparity in treatment between male and female
26 employees and a hostile work environment based on gender.

27 24. Warner Bros. and Does 1-10 subjected Steen, a woman, to one or more adverse
28 employment actions including, but not limited to, termination of her employment.

1 25. Plaintiff's gender (female) was a substantial factor for the adverse employment
2 actions taken against her, in violation of California Government Code § 12940 et seq.

3 26. Defendants knew or should have known of the discriminatory conduct against Steen
4 but did nothing to prevent the discrimination. Defendants did not have proper requirements,
5 remedies, or training, as required by law, to effectively prevent discrimination and harassment from
6 taking place.

7 27. As a direct and proximate result of the conduct of Warner Bros. and Does 1-10,
8 Plaintiff has and will continue to suffer economic and emotional harm, including but not limited to
9 neuropathy, Post-Traumatic-Stress Disorder, sleeplessness, depression and anxiety, all as a result of
10 the wrongful termination and loss of career she has endured.

11 28. As a direct and proximate result of Warner Bros.'s and Does 1-10's discriminatory
12 conduct, as alleged herein, Plaintiff has been compelled to retain legal counsel, and is therefore
13 entitled to reasonable statutory attorneys' fees and costs of suit, pursuant to Government Code §§
14 12940, 12965(b).

15 29. Moreover, because the above-described wrongful acts against Plaintiff were carried
16 out, authorized, or ratified by Warner Bros.'s and Does 1-10's directors, officers, and/or managing
17 agents, acting with malice, oppression or fraud, or were deliberate, willful and in conscious
18 disregard of the probability of causing injury to Plaintiff, she seeks punitive damages against Warner
19 Bros.'s and Does 1-10's, in order to deter them from such and similar conduct in the future.

20 **SECOND CAUSE OF ACTION**

21 **RETALIATION**

22 **Cal. Gov't Code § 12940(h)**

23 **(Against All Defendants)**

24 30. Plaintiff realleges and incorporates by reference the allegations contained in all
25 previous paragraphs as though fully stated here.

26 31. Plaintiff engaged in multiple forms of protected conduct, by, among other things:
27 a. Voicing reports and complaints of discrimination and harassment based on
28 gender;

1 b. Complaining of disparity in pay based on gender.

2 32. Warner Bros. and Does 1-10 subjected Steen to one or more adverse employment
3 actions including, among other things, terminating her employment. Plaintiff Steen was terminated
4 for pretextual reasons, based on her gender, and in retaliation for engaging in protecting activity as
5 stated above.

6 33. Plaintiff's protected activity was a substantial factor in causing harm to the Plaintiff,
7 in violation of California Government Code § 12940.

8 34. As a direct and proximate result of the conduct of Warner Bros. and Does 1-10,
9 Plaintiff has and will continue to suffer economic and emotional harm, including but not limited to
10 neuropathy, Post-Traumatic-Stress Disorder, sleeplessness, depression and anxiety, all as a result of
11 the wrongful termination and loss of career she has endured.

12 35. As a direct and proximate result of Warner Bros.'s and Does 1-10's discriminatory
13 conduct, as alleged herein, Plaintiff has been compelled to retain legal counsel, and is therefore
14 entitled to reasonable statutory attorneys' fees and costs of suit, pursuant to Government Code §§
15 12940, 12965(b).

16 36. Moreover, because the above-described wrongful acts against Plaintiff were carried
17 out, authorized, or ratified by Warner Bros.'s and Does 1-10's directors, officers, and/or managing
18 agents, acting with malice, oppression or fraud, or were deliberate, willful and in conscious
19 disregard of the probability of causing injury to Plaintiff, he seeks punitive damages against Warner
20 Bros. and Does 1-10, in order to deter them from such and similar conduct in the future.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION,**
23 **RETALIATION, AND HARASSMENT**

24 **Cal. Gov't Code § 12940(k)**

25 **(Against All Defendants)**

26 37. Plaintiff realleges and incorporates by reference the allegations contained in all
27 previous paragraphs as though fully stated here.

28 38. Defendants subjected Plaintiff to discrimination, harassment, and retaliation based

1 on Plaintiff's gender and Plaintiff's engagement in protected conduct during the course of her
2 employment, as described in greater detail above.

3 39. Defendants failed to take all reasonable steps to prevent discrimination, harassment,
4 and retaliation, in violation of FEHA, including specifically a failure to investigate Plaintiff's formal
5 claims of gender bias and gender-based discrimination.

6 40. As a direct and proximate result of the conduct of Warner Bros. and Does 1-10,
7 Plaintiff has and will continue to suffer economic and emotional harm, including but not limited to
8 neuropathy, Post-Traumatic-Stress Disorder, sleeplessness, depression and anxiety, all as a result of
9 the wrongful termination and loss of career she has endured.

10 41. Moreover, because the above-described wrongful acts against Plaintiff were carried
11 out, authorized, or ratified by Warner Bros.'s and Does 1-10's directors, officers, and/or managing
12 agents, acting with malice, oppression or fraud, or were deliberate, willful and in conscious
13 disregard of the probability of causing injury to Plaintiff, he seeks punitive damages against Warner
14 Bros. and Does 1-10, in order to deter them from such and similar conduct in the future.

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16 **FOURTH CAUSE OF ACTION**

17 **WRONGFUL TERMINATION IN VIOLATION OF FEHA'S PUBLIC POLICY**

18 **Cal. Gov't Code § 12940**

19 **(Against All Defendants)**

20 42. Plaintiff realleges and incorporates by reference the allegations contained in all
21 previous paragraphs as though fully stated here.

22 43. Defendants' termination of Steen violates the Fair Employment and Housing Act as
23 set forth in Government Code § 12940 et seq. which mandates that employees be free from
24 discrimination, harassment and retaliation in the workplace.

25 44. As a direct and proximate result of the conduct of Warner Bros. and Does 1-10,
26 Plaintiff has and will continue to suffer economic and emotional harm, including but not limited to
27 neuropathy, Post-Traumatic-Stress Disorder, sleeplessness, depression and anxiety, all as a result of
28 the wrongful termination and loss of career she has endured.

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- 9. That Defendants, their successors, agents, representatives, employees, and all persons who act in concert with said Defendants be permanently enjoined from committing all acts of discrimination or other similar acts, including the violations alleged in all of the causes of action herein and prohibited by FEHA.
- 10. For reasonable attorneys' fees pursuant to Govt. Code Section 12965(b), Labor Code Sections and costs, including expert witness fees; and
- 11. For such further relief as the Court may deem just and proper.

DATED: October 1, 2020 TONI J. JARAMILLA, A Professional Law Corp.
ALEXANDER MORRISON + FEHR LLP



Toni Jaramilla, Esq.
May Mallari, Esq.

Attorneys for Plaintiff
SUSAN STEEN

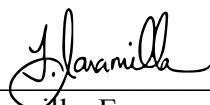
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DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury on all issues so triable.

DATED: October 1, 2020

TONI J. JARAMILLA, A Professional Law Corp.



Toni Jaramilla, Esq.
May Mallari, Esq.

Attorneys for Plaintiff
SUSAN STEEN

Deadline