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

11 JANE DOE, an individual,

12 Plaintiff,

14 v.

15 ACTIVISION BLIZZARD, INC.,
 a California corporation;
 16 BLIZZARD ENTERTAINMENT, INC.,
 a California corporation;
 17 MARK SKORUPA, an individual;
 18 DEREK INGALLS, an individual;
 19 BENJAMIN "BEN" KILGORE, an
 individual; SONAL PATEL, an individual;
 20 DANNY NGUYEN, an individual; and
 DOES 1 through 25, inclusive.

21 Defendants.
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CASE NO.: 22STCV10064

COMPLAINT

1. Sexual Harassment – Hostile Work Environment in Violation of FEHA
2. Sexual Harassment – Quid Pro Quo in Violation of FEHA
3. Failure to Prevent Harassment in Violation of FEHA
4. Sexual Favoritism in Violation of FEHA
5. Retaliation in Violation of FEHA
6. Sexual Battery
7. Intentional Infliction of Emotional Distress

DEMAND FOR JURY TRIAL

1 Plaintiff JANE DOE (“Ms. Doe” or “Plaintiff”) brings the instant action against
2 Defendants ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT, INC.
3 (“collectively ACTIVISION BLIZZARD”), MARK SKORUPA, DEREK INGALLS,
4 BENJAMIN “BEN” KILGORE, SONAL PATEL, DANNY NGUYEN, and DOES 1 through
5 25 (all Defendants and Does 1-25 shall be referred collectively herein as “Defendants”), and
6 alleges as follows:

7 **INTRODUCTION**

8 1. ACTIVISION BLIZZARD is a massive video game company¹ with a massive
9 sexual harassment problem. For years, ACTIVISION BLIZZARD’s open “frat boy”
10 environment fostered rampant sexism, harassment and discrimination with 700 reported
11 incidents occurring under CEO Robert Kotick’s watch.² Examples include excessive workplace
12 drinking which fostered unwanted sexual advances to female employees, banter about male
13 employees’ sexual encounters, rape jokes, and groping of female employees’ breasts and
14 bodies. The sexual misconduct was often committed by executives and in the presence of HR.

15 2. In September 2018, the U.S. Equal Employment Opportunities Commission
16 (“EEOC”) launched an investigation into allegations of sexual harassment at ACTIVISION
17 BLIZZARD. As a result of the widespread sexual harassment and discrimination tolerated at the
18 highest levels of the company, ACTIVISION BLIZZARD agreed to create an \$18 million fund
19 to compensate eligible claimants who suffered from “sexual harassment, pregnancy
20 discrimination and related retaliation” at ACTIVISION BLIZZARD. To date, the fund has yet
21 to hear a single claim and not a dime has been distributed. Many sexual harassment victims of
22 ACTIVISION BLIZZARD have yet to obtain justice.

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25 ¹ In January 2022, Microsoft Corporation announced plans to acquire Activision Blizzard, Inc. for \$68.7 billion.

26 ² CEO Kotick remains one of the highest earning CEOs. Since 2007, he earned \$461 million. In 2020
27 alone, his pay package hit more than \$150 million as the company continued to lay off employees
28 during the pandemic. After the Microsoft acquisition finalizes, he will earn nearly \$400 million.

1 3. In July 2021, the California Department of Fair Employment & Housing (“DFEH”)
2 filed a lawsuit against ACTIVISION BLIZZARD, alleging a pattern of workplace harassment
3 and discrimination. The DFEH accused ACTIVISION BLIZZARD of, among other things, 1)
4 fostering a pervasive “frat-boy” workplace culture that is a breeding ground for harassment and
5 discrimination against women, 2) illegally withholding and suppressing evidence by shredding
6 documents that it requested for its investigation, and 3) obtaining repressive, if not punitive,
7 secret settlements of sexual harassment claims, non-disclosure agreements and non-
8 disparagement agreements with severe penalties against employees.

9 4. As reported in a November 16, 2021, article in the *The Wall Street Journal*,³ CEO
10 Robert Kotick knew about allegations of employee misconduct in many parts of the company,
11 including a rape of an employee in 2016 or 2017. Yet he played down many of the allegations
12 of misconduct. The article further reports that after ACTIVISION BLIZZARD reached an out-
13 of-court settlement with the rape victim, CEO Kotick did not inform the company’s board of
14 directors about the rape or the settlement. Many shareholders and employees have called for
15 CEO Kotick’s resignation. The SEC recently launched a wide-ranging investigation into
16 ACTIVISION BLIZZARD, including how it handled employees’ allegations of sexual
17 misconduct and workplace discrimination.

18 5. On October 28, 2021, following the DFEH lawsuit, CEO Kotick acknowledged the
19 company’s failure to protect its many sexual harassment victims, writing in a letter to all
20 employees: “The guardrails weren’t in place everywhere to ensure that [ACTIVISION
21 BLIZZARD’s] values were being upheld.” In this letter, ACTIVISION BLIZZARD announced
22 one of its new policies to show respect to sexual harassment victims: the company would no
23 longer require arbitration of sexual harassment and discrimination claims.

24 6. ACTIVISION BLIZZARD’s failure to curb sexist and harassing conduct emboldened
25 its leadership and others to touch Ms. Doe’s breasts, thighs and other body parts, to comment on

27 ³ <https://www.wsj.com/articles/activision-videogames-bobby-kotick-sexual-misconduct-allegations-11637075680>

1 her breasts, to invite her to a swinger party, to attempt to kiss her and to make numerous
2 sexualized comments to her. After Ms. Doe complained to ACTIVISION BLIZZARD’s HR on
3 multiple occasions, ACTIVISION BLIZZARD retaliated against her by demoting her, by
4 declining her applications for positions in other departments later offered to less-deserving
5 employees, and by sending around a false email that she had been terminated.

6 **PARTIES**

7 7. Plaintiff is an individual residing in the County of Riverside, California.

8 8. Plaintiff is informed and believes and thereon alleges that Defendant ACTIVISION
9 BLIZZARD, INC. is a California corporation doing substantial business in the County of Los
10 Angeles, State of California. In addition, at least one of the disputes in the instant action arose in
11 the County of Los Angeles. ACTIVISION BLIZZARD, INC. employs more than five
12 employees within the meaning of California Government Code § 12926 and are thus subject to
13 suit under FEHA, Government Code section 12900, *et seq.*

14 9. Plaintiff is informed and believes and thereon alleges that Defendant BLIZZARD
15 ENTERTAINMENT, INC. (“BLIZZARD”) is a California corporation doing substantial
16 business in the County of Los Angeles, State of California. In addition, at least one of the
17 disputes in the instant action arose in the County of Los Angeles. BLIZZARD
18 ENTERTAINMENT, INC. employs more than five employees within the meaning of California
19 Government Code § 12926 and are thus subject to suit under FEHA, Government Code section
20 12900, *et seq.*

21 10. Defendant MARK SKORUPA is an individual. His current county of residence is
22 currently unknown to Plaintiff.

23 11. Defendant DEREK INGALLS is an individual. His current county of residence is
24 currently unknown to Plaintiff.

25 12. Defendant BENJAMIN “BEN” KILGORE is an individual. His current county of
26 residence is currently unknown to Plaintiff.
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1 13. Defendant SONAL PATEL is an individual. Her current county of residence is
2 currently unknown to Plaintiff.

3 14. Defendant DANNY NGUYEN is an individual. His current county of residence is
4 currently unknown to Plaintiff.

5 15. The true names and capacities, whether individual, corporate, associate or
6 otherwise, of Defendants Does 1 through 25, inclusive, are unknown to Plaintiff at this time.
7 Plaintiff therefore sues said defendants by such fictitious names. When the true names and
8 capacities of said defendants are ascertained, Plaintiff will seek leave of court to amend this
9 Complaint to allege their true names and capacities. Plaintiff is informed and believes and
10 thereon alleges that each defendant designated herein as a Doe is responsible in some manner
11 for each other defendant's acts, omissions, and for the resulting injuries and damages to
12 Plaintiff, as alleged herein.

13 VENUE

14 16. Venue is proper as Defendants conduct business in Los Angeles County. Plaintiff
15 also provided services to ACTIVISION BLIZZARD in Los Angeles County and some of the
16 tortious conduct alleged herein occurred in Los Angeles County.

17 FACTUAL ALLEGATIONS

18 17. On October 23, 2017, Ms. Doe commenced work at ACTIVISION BLIZZARD as a
19 Senior Administrative Assistant to support Defendant SKORUPA and Senior Director Eric Kou
20 in ACTIVISION BLIZZARD's IT department. Ms. Doe reported to Defendant PATEL (an
21 Executive Administrative Assistant). She immediately began to experience harassment and
22 gender discrimination, including but not limited to the incidents below.

23 18. On Ms. Doe's very first day, Defendant SKORUPA, Mr. Kou, Defendant PATEL,
24 Defendant INGALLS and others from ACTIVISION BLIZZARD leadership took Ms. Doe out
25 for an "initiation lunch" at a restaurant. During this lunch, leadership pressured Ms. Doe to
26 drink many shots of tequila. And at this lunch, Defendant SKORUPA forced his hand on Ms.
27 Doe's lap. After lunch, they all headed to another place for more drinks and leadership
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1 pressured Ms. Doe to drink even more. On the car ride back to the office, ACTIVISION
2 BLIZZARD leadership told Ms. Doe that, as part of the initiation, she needed to share an
3 embarrassing secret to everyone. She complied and it made her extremely uncomfortable.

4 19. On Ms. Doe’s second day of work, Defendant PATEL sent Ms. Doe and a
5 prospective ACTIVISION BLIZZARD employee an email with a comment about “hookers and
6 blow.”

7 20. ACTIVISION BLIZZARD purchased alcohol for its employees to drink during work
8 hours, offering it nearly everywhere, including kegs of beer throughout the offices and on
9 campus. In this alcohol-sotted work environment, sexual harassment flourished. ACTIVISION
10 BLIZZARD often pressured Ms. Doe and others to participate in office “cube crawls” where
11 women would be subjected to sexual comments and groped.

12 21. Early in Ms. Doe’s career at ACTIVISION BLIZZARD, Defendant SKORUPA and
13 Defendant INGALLS repeatedly pressured her to stay late in Defendant INGALLS’ office to
14 play a game called “Jackbox” which required each individual to suggest creative answers to
15 various questions. All the men present ensured that their answers were mostly sexual. At the
16 start of one of the games, Defendant SKORUPA or Defendant INGALLS told Ms. Doe, “let’s
17 see how well you’ll fit in with the group.” Ms. Doe understood that they were testing her to see
18 if she could be as sexually crude as the men.

19 22. On November 3, 2017, at BlizzCon (a popular convention held by ACTIVISION
20 BLIZZARD), Ms. Doe was instructed to meet the leadership group in the hotel bar after her
21 shift was over. Defendant PATEL and Defendant SKORUPA pressured Ms. Doe to drink with
22 the team, causing Ms. Doe to become intoxicated. Defendant SKORUPA gave Ms. Doe the key
23 to his hotel room and said that he was not using it that night. Ms. Doe later left the bar and went
24 to Defendant SKORUPA’s vacant hotel room to sleep. Since Blizzard pressured her to drink
25 and caused her intoxication, Ms. Doe does not remember much else from that night other than
26 waking up in the middle of the night in a state of shock as she was completely naked (something
27 very unusual for her) and then driving home.

1 23. On December 11, 2017, Defendant PATEL told Ms. Doe that she and her boyfriend
2 are polyamorous and that they had a lot of parties if Ms. Doe ever wanted to join. Ms. Doe
3 declined Defendant PATEL’s invitation for casual sex.

4 24. On March 6, 2018, Defendant SKORUPA came into Ms. Doe’s office and gave her
5 a very long, unwelcomed hug and rubbed her back.

6 25. Defendant SKORUPA often made sexual comments to Ms. Doe, such as
7 commenting on the way that she dresses and how she physically looks.

8 26. In June 2018, at an administrative appreciation outing at Disneyland, Defendant
9 SKORUPA repeatedly put his arm around Ms. Doe and repeatedly linked arms with Ms. Doe to
10 enable him to rub his arm on the side of her breasts. At lunch, Defendant SKORUPA
11 commented to Ms. Doe, “Wow, you can fit that big burger in your mouth, impressive!” The
12 sexual innuendo was unwelcomed. When someone jumped in and mentioned that he can get in
13 trouble for that, the other ACTIVISION BLIZZARD employees there laughed.

14 27. On July 18, 2018, Defendant SKORUPA drove with Ms. Doe ACTIVISION
15 BLIZZARD’s Burbank Arena in Burbank in a convertible. He told her that her breasts were
16 going to get a nice tan. He said he wished that his wife kept herself up like Ms. Doe does.
17 Defendant SKORUPA repeatedly linked his arms with Ms. Doe as they walked around the
18 arena in order to brush up his arms against her breasts. Ms. Doe tried to distance herself from
19 him.

20 28. Later that day, at Defendant INGALLS’ dinner party, Defendant SKORUPA gave
21 Ms. Doe another extended, unwelcomed hug. Later that evening, Defendant SKORUPA told her
22 that Defendant KILGORE, BLIZZARD’s Chief Technology Officer, wants to “come take care
23 of you after [her] Lasik [surgery].” Defendant KILGORE later came up behind her, put his arms
24 around her waist and hugged her tightly from behind. When she turned around, he handed her
25 his phone number and said to call him if she needed to be “taken care of.”
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1 29. The following day, Ms. Doe complained to Defendant PATEL how uncomfortable
2 she was about Defendant SKORUPA commenting on Defendant KILGORE wanting to come
3 take care of her.

4 30. Beginning on or around July 22, 2018, Ms. Doe started to dress more conservatively
5 so that she would not get sexually harassed. And she tried to distance herself from the offsite
6 leadership dinners. Ms. Doe told BLIZZARD's IT Chief of Staff that she was not comfortable
7 with all of the drinking and sexual advances.

8 31. In early August 2018, BLIZZARD terminated Defendant KILGORE after several
9 women made credible sexual assault allegations against him. On August 16, 2018,
10 ACTIVISION BLIZZARD held a meeting regarding Defendant KILGORE's departure. During
11 this team meeting, ACTIVISION BLIZZARD leadership took a photo of all the men flipping
12 off the camera in response to Defendant KILGORE's departure. Defendant INGALLS emailed
13 this photo to leadership, including to Ms. Doe. This photo signaled to Ms. Doe that leadership
14 thought Defendant KILGORE's departure for sexual misconduct was a joke.

15 32. In August 2018, despite a hiring freeze, ACTIVISION BLIZZARD rehired another
16 employee as Defendant INGALLS' Executive Assistant on account of her close relationship
17 with Defendant INGALLS and Defendant SKORUPA. In doing so, she took Defendant
18 SKORUPA's calendar, previously assigned to Ms. Doe

19 33. On August 23, 2018, Ms. Doe told Ms. Madison that she intended to go to
20 ACTIVISION BLIZZARD HR with complaints of sexual harassment and complaints regarding
21 ACTIVISION BLIZZARD's removal of her from Defendant SKORUPA's calendar. Ms.
22 Madison said there was no need to go to HR.

23 34. On August 29, 2018, ACTIVISION BLIZZARD retaliated against Ms. Doe by
24 forcing her to move to a cubicle to make room for a new director. They were intending to
25 remove a recruiter from her office as she only worked in the office two days a week, but they
26 decided instead to remove Ms. Doe, who worked five days a week in the office, from her office
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1 into a cubicle. This was illogical as Ms. Doe’s office was in between the offices of Defendant
2 SKORUPA and Mr. Kou, her two assigned directors.

3 35. That same day, Ms. Doe met with HR to complain that another employee was
4 returning and would be taking Ms. Doe’s calendar.

5 36. On August 30, 2018, Ms. Doe reported ACTIVISION BLIZZARD’s hostile work
6 environment to HR, who dismissed Ms. Doe’s sexual misconduct complaints, saying that it was
7 just her leadership being nice and trying to be friends with her. HR asked Ms. Doe to keep all of
8 her issues, concerns, recordings, or emails to herself because they could be very damaging to
9 ACTIVISION BLIZZARD.

10 37. Several days after Ms. Doe’s HR complaint, Defendant SKORUPA loudly
11 pronounced to Defendant PATEL that he “fucking despise[s] [Ms. Doe],” “It’s like I broke up
12 with her and now she’s the psycho ex-girlfriend” and “poor [Ms. Doe] isn’t getting all the
13 attention and now she’s mad.” Defendant SKORUPA then said, “I wish I could be a total dick
14 to [Ms. Doe] but I know I legally can’t.” Ms. Doe overheard all of the above comments as she
15 was standing right outside his office.

16 38. On September 7, 2018, Ms. Doe met again with HR to beg for another position at
17 ACTIVISION BLIZZARD, such as the Web & Mobile position. HR said they were not
18 backfilling the Web & Mobile position. On September 24, 2018, ACTIVISION BLIZZARD
19 hired a new employee for that position.

20 39. In September 2018, ACTIVISION BLIZZARD promoted Defendant PATEL and an
21 employee similarly situated to Ms. Doe because they were in the clique, while it demoted Ms.
22 Doe after she complained of sexual harassment.

23 40. After another meeting that month, when Ms. Doe was walking out of a meeting
24 room, Defendant INGALLS said, “I hope there are no more pussies in the room.”

25 41. On October 3, 2018, Ms. Doe attended a large ACTIVISION BLIZZARD staff
26 meeting after an executive’s departure, wherein Defendant INGALLS, now head of BLIZZARD
27 IT, was asked why his former boss had left. Defendant INGALLS told a brief story that
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1 concluded with the advice that employees shouldn't sleep with their executive assistants and
2 that if they did, they shouldn't stop. He added that if they did stop, they better have deep
3 pockets. In the room that day was a representative from human resources who stood silently by.

4 42. On October 4, 2018, Ms. Doe complained to HR about Defendant SKORUPA's
5 sexual harassment. HR said that it was Defendant SKORUPA's way of complimenting her and
6 that she should stop saying that it is sexual harassment. She also reported Defendant INGALLS'
7 comments about sleeping with one's administrators and she played a recording of the
8 comments. HR said to not let this get out because it could be very damaging and he would take
9 care of it. He did not.

10 43. On October 8, 2018, Defendant INGALLS and Defendant SKORUPA removed Ms.
11 Doe's access to their calendars. That Defendant PATEL still had access to everyone's calendars
12 even though she was not an administrator anymore indicated that Defendant INGALLS' and
13 Defendant SKORUPA's removal of Ms. Doe's access was retaliatory.

14 44. In October 2018, Ms. Doe found an opening in Blizzard's Classic Games department
15 and applied for the position. ACTIVISION BLIZZARD HR said that the feedback from the
16 interview was great and that she needed to wait until the following week for the final results.
17 That Friday, Defendant INGALLS and Defendant SKORUPA spoke with Rob Bridenbecker,
18 former Executive Producer and Vice President of Classic Games. The following Monday,
19 ACTIVISION BLIZZARD hired a less-qualified receptionist. Ms. Doe complained about this
20 retaliation to ACTIVISION BLIZZARD HR. ACTIVISION BLIZZARD HR warned her about
21 jumping to conclusions. This employee was fired shortly after because she was not qualified for
22 the position.

23 45. Later on, a position in BLIZZARD's Story & Franchise department opened up and
24 Ms. Doe applied for and interviewed for that position. ACTIVISION BLIZZARD told her that
25 it passed on her for that position too.

26 46. On November 5, 2018, Ms. Doe noticed that she was removed from the
27 ACTIVISION BLIZZARD leadership offsite scheduled for November 9, while another
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1 employee similarly situated to her was invited. Ms. Doe was also removed from all leadership
2 meetings that she previously attended and she was the only one not to receive team swag. Ms.
3 Doe complained about this blatant retaliation to HR.

4 47. On November 12, 2018, Ms. Doe complained to HR about being isolated. HR
5 acknowledged that leadership was retaliating against her and bullying her but it did not help her
6 in any way.

7 48. On November 16, 2018, ACTIVISION BLIZZARD sent out an invitation for the
8 leadership holiday dinner at Defendant INGALLS' home. Ms. Doe was not invited yet
9 Defendant PATEL and an employee similarly situated to Ms. Doe were invited.

10 49. On December 17, 2018, Ms. Doe provided accurate information about her toxic
11 experiences at BLIZZARD to an investigator hired by ACTIVISION BLIZZARD. The next day,
12 Ms. Doe asked HR if she could go on medical leave until the investigation was over due to her
13 mental breakdown. HR said she would need to use the rest of her vacation time if she was not
14 comfortable coming into the office. HR also said that if she was not happy, there was always the
15 option to find a job outside of ACTIVISION BLIZZARD.

16 50. On March 14, 2019 Ms. Doe complained in writing to BLIZZARD President J.
17 Allen Brack about the sexual harassment and retaliation.

18 51. On April 1, 2019, only after Ms. Doe complained to Mr. Brack did ACTIVISION
19 BLIZZARD offer her the Story & Franchise department position that it previously denied to her
20 in order to shut her up. To escape the rampant sexism in the IT department, she accepted this
21 demotion which came with a significant decrease in pay. Notably, since joining ACTIVISION
22 BLIZZARD in 2017, Ms. Doe only received \$1.54 in total hourly raises (excluding the holiday
23 bonus that was rolled into her base salary). She was also expected to receive large profit-sharing
24 payouts but those kept diminishing.

25 52. On November 21, 2019, Defendant NGUYEN, BLIZZARD Senior IT manager,
26 invited Ms. Doe to dinner when he told her that he heard Defendant INGALLS and Defendant
27 SKORUPA talk about Ms. Doe in a sexually explicit manner. After dinner, Defendant
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1 NGUYEN attempted to kiss Ms. Doe as she got in her car. Ms. Doe quickly drove away in fear
2 with her car door open, leaving Defendant NGUYEN in the street.

3 53. In the Story & Franchise department, Ms. Doe’s manager often set her up to fail.
4 Ms. Doe complained to ACTIVISION BLIZZARD about this.

5 54. In December 2020, Ms. Doe received her first below-average review after receiving
6 positive reviews in 2018 and 2019. Ms. Doe believes this was in retaliation for her prior sexual
7 harassment complaints. This unwarranted negative 2020 review resulted in a lower salary
8 increase (just a 36 cents raise), a loss of profit sharing and a loss of equity in the company.

9 55. In November 2021, Ms. Doe interviewed for an open Executive Assistant position.
10 On December 8, 2021, Ms. Doe spoke at a press conference about the sexual harassment,
11 discrimination, and retaliation she has endured at ACTIVISION BLIZZARD. A week later, in
12 retaliation, ACTIVISION BLIZZARD rejected her application. On December 17, 2021, Ms.
13 Doe sent an e-mail requesting feedback about the interview. She received no response.

14 56. To this day, ACTIVISION BLIZZARD has refused to promote Ms. Doe despite her
15 exemplary work. ACTIVISION BLIZZARD also sent a preservation of evidence letter to some
16 of its employees on January 10, 2022, falsely claiming that Ms. Doe was terminated.
17 ACTIVISION BLIZZARD’s relentless efforts to push her out continued on February 1, 2022,
18 when it hired two new temporary employees to perform the exact duties Ms. Doe performed.

19 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

20 57. On March 10, 2022, prior to the initiation of this lawsuit, Ms. Doe submitted to the
21 California Department of Fair Employment and Housing (DFEH) information regarding
22 Defendants denying her a work environment free of discrimination, harassment and retaliation
23 based on her gender and other protected characteristics.

24 58. On March 10, 2022, the DFEH issued Ms. Doe a right-to-sue notice. See Exhibit A
25 (redactions are applied to Ms. Doe’s true name).

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1 **LEGAL CLAIMS**

2 **FIRST CAUSE OF ACTION**

3 **HOSTILE WORK ENVIRONMENT - SEXUAL HARASSMENT (GOV. CODE § 12940)**
4 (AGAINST ALL DEFENDANTS)

5 59. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
6 allegations contained in each of the paragraphs above.

7 60. Plaintiff is an “applicant” and a “person providing services pursuant to a contract”
8 under California Government Code § 12940(j).

9 61. ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT INC. and
10 DOES 1-25 (collectively, “Corporate Defendants”) are “employers” and Defendant SKORUPA,
11 Defendant INGALLS, Defendant KILGORE, Defendant PATEL and Defendant NGUYEN are
12 each a “person” under California Government Code § 12940(j). Corporate Defendants,
13 Defendant SKORUPA, Defendant INGALLS, Defendant KILGORE, Defendant PATEL and
14 Defendant NGUYEN are collectively referred herein as “Defendants.”

15 62. Plaintiff was subjected to unwanted harassing conduct on the basis of her gender in
16 violation of the California Fair Employment and Housing Act, California Government Code §
17 12940 *et seq.* (“FEHA”).

18 63. During the three years Plaintiff worked for ACTIVISION BLIZZARD from 2017 to
19 2020, Defendant SKORUPA, Defendant INGALLS and Defendant PATEL made unwelcome
20 sexual comments towards her, while Defendant SKORUPA, Defendant KILGORE and
21 Defendant NGUYEN made unwelcome sexual advances towards her.

22 64. ACTIVISION BLIZZARD participated in, assisted or encouraged the harassing
23 conduct. Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
24 KILGORE and Defendant NGUYEN are also personally liable for such harassment under Gov.
25 Code § 12940(j).

26 65. The conduct of Defendants, as alleged in this Complaint, was so severe, widespread
27 or persistent to alter the terms and conditions of employment and was sufficiently severe and/or
28 pervasive such that it created a hostile and abusive work environment.

1 66. The conduct of the Defendants, as alleged in this Complaint, was so severe or
2 pervasive that a reasonable person in Plaintiff’s circumstances would have considered the work
3 environment to be hostile or abusive.

4 67. Plaintiff perceived and considered the work environment to be hostile and abusive as
5 a result of the conduct of Defendants, as alleged in this Complaint.

6 68. ACTIVISION BLIZZARD is liable and responsible for the acts of their agents,
7 supervisors and employees under Government Code § 12940(j) because Corporate Defendants
8 knew of or had constructive knowledge of said conduct and failed to take timely and
9 appropriate corrective action.

10 69. Defendants created, fostered, tolerated, and condoned a work environment that was
11 pervasively and/or severely hostile to Plaintiff on account of Plaintiff’s gender.

12 70. ACTIVISION BLIZZARD ratified the conduct of Defendant SKORUPA, Defendant
13 INGALLS, Defendant PATEL, Defendant KILGORE and Defendant NGUYEN in failing to
14 take immediate and appropriate corrective action.

15 71. ACTIVISION BLIZZARD knew or should have known of the conduct but failed to
16 take immediate and appropriate corrective action by failing and refusing to remedy the hostile
17 work environment and by failing and refusing to take all reasonable steps to prevent harassment
18 from occurring by permitting Defendant SKORUPA, Defendant INGALLS, Defendant PATEL,
19 Defendant KILGORE and Defendant NGUYEN to continuously harass Plaintiff because of
20 Plaintiff’s gender.

21 72. Defendants committed their tortious and wrongful acts in the course and scope of
22 their employment.

23 73. The conduct of Defendants was a substantial factor in causing Plaintiff’s harm.

24 74. ACTIVISION BLIZZARD is also liable for the discrimination and harassment of
25 Plaintiff under principles of vicarious liability, including the doctrine of *respondeat superior*,
26 and are responsible for damages caused by said conduct.

1 75. As a direct and proximate result of the Defendants’ actions as herein alleged,
2 Plaintiff has suffered and continue to suffer extreme physical and emotional distress, financial
3 hardship, wage losses, humiliation, mental and physical pain, and other damages in an amount
4 to be proven at trial.

5 76. The above referenced acts of Defendants were authorized or ratified by officers or
6 managing agents of Defendants, and were done intentionally and with malice, entitling Plaintiff
7 to an award of punitive damages in an amount appropriate to punish and make an example of
8 said Defendants.

9 77. As a further direct and proximate result of Defendants’ actions, as herein alleged,
10 Plaintiff has incurred, and continues to incur, legal fees, costs, and other expenses in the
11 prosecution of this matter.

12 **SECOND CAUSE OF ACTION**
13 **QUID PRO QUO SEXUAL HARASSMENT (GOV. CODE § 12940)**
14 **(AGAINST ALL DEFENDANTS)**

15 78. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
16 allegations contained in each of the paragraphs above.

17 79. The terms of Plaintiff’s employment, job benefits and/or favorable working
18 conditions were made contingent, by words and conduct, on Plaintiff’s acceptance of the
19 unwelcome sexual comments by Defendant SKORUPA, Defendant INGALLS and Defendant
20 PATEL and acceptance of the sexual advances by Defendant SKORUPA, Defendant KILGORE
21 and Defendant NGUYEN.

22 80. Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
23 KILGORE and Defendant NGUYEN committed their tortious and wrongful acts in the course
24 and scope of their employment and at the time of their conduct, they were each supervisors
25 and/or managers for the Corporate Defendants.

26 81. Plaintiff was harmed as a result of the aforementioned tortious conduct.

27 82. The aforementioned conduct was a substantial factor in causing Plaintiff’s harm.

1 83. Defendants created, fostered, tolerated, and condoned a work environment that was
2 pervasively and/or severely hostile to Plaintiff on account of her gender.

3 84. ACTIVISION BLIZZARD participated in, assisted or encouraged the harassing
4 conduct of Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
5 KILGORE and Defendant NGUYEN.

6 85. ACTIVISION BLIZZARD ratified the conduct of Defendant SKORUPA, Defendant
7 INGALLS, Defendant PATEL, Defendant KILGORE and Defendant NGUYEN in failing to
8 take immediate and appropriate corrective action.

9 86. ACTIVISION BLIZZARD is liable and responsible for the acts of their agents,
10 supervisors and employees under Government Code § 12940(j) because ACTIVISION
11 BLIZZARD knew of or had constructive knowledge of said conduct and failed to take timely
12 and appropriate corrective action by failing and refusing to remedy the hostile work
13 environment and by failing and refusing to take all reasonable steps to prevent harassment from
14 occurring by permitting Defendant SKORUPA, Defendant INGALLS, Defendant PATEL,
15 Defendant KILGORE and Defendant NGUYEN to continuously harass Plaintiff because of her
16 gender.

17 87. ACTIVISION BLIZZARD is also liable for the harassment of Plaintiff under
18 principles of vicarious liability, including the doctrine of *respondeat superior*, and are
19 responsible for damages caused by said conduct.

20 88. Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
21 KILGORE and Defendant NGUYEN are also personally liable for such harassment under Gov.
22 Code § 12940(j).

23 89. As a direct and proximate result of Defendants' actions and inactions as herein
24 alleged, Plaintiff has suffered and continues to suffer extreme physical and emotional distress,
25 financial hardship, wage losses, humiliation, mental and physical pain, and other damages in
26 an amount to be proven at trial.

1 90. The above referenced acts of Defendant SKORUPA, Defendant INGALLS,
2 Defendant PATEL, Defendant KILGORE and Defendant NGUYEN were authorized or ratified
3 by officers or managing agents of Corporate Defendants, and were done intentionally and with
4 malice, entitling Plaintiff to an award of punitive damages in an amount appropriate to punish
5 and make an example of Defendants.

6 91. As a further direct and proximate result of Defendants' actions, as herein alleged,
7 Plaintiff has incurred, and continues to incur, legal fees, costs, and other expenses in the
8 prosecution of this matter.

9
10 **THIRD CAUSE OF ACTION**
11 **FAILURE TO PREVENT HARASSMENT (GOV. CODE § 12940(k))**
12 (AGAINST ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT, INC. and
13 DOES 1-25)

14 92. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
15 allegations contained in each of the paragraphs above.

16 93. During Plaintiff's time as an applicant to ACTIVISION BLIZZARD and performing
17 services for ACTIVISION BLIZZARD pursuant to a contract, ACTIVISION BLIZZARD
18 failed to prevent discrimination and harassment against Plaintiff in violation of Government
19 Code §12940(k). Plaintiff presented ACTIVISION BLIZZARD with multiple complaints and
20 opportunities to address pervasively hostile conditions, sexual harassment and circumstances of
21 discrimination on the basis of gender. Still, ACTIVISION BLIZZARD did nothing to address
22 these complaints. Instead, Plaintiff was subjected to more severe conditions of hostile
23 environment, sexual harassment and sexual discrimination.

24 94. ACTIVISION BLIZZARD has been on notice that Defendant SKORUPA sexually
25 harassed and assaulted female employees. Women previously accused Defendant SKORUPA
26 of abusing his position to sexually harass them, yet Corporate Defendants did nothing to stop
27 his harassment.

28 95. ACTIVISION BLIZZARD has been on notice that Defendant INGALLS sexually
harassed and assaulted female employees. Women previously accused Defendant INGALLS of

1 abusing his position to sexually harass them, yet Corporate Defendants did nothing to stop his
2 harassment.

3 96. ACTIVISION BLIZZARD has been on notice that Defendant KILGORE sexually
4 harassed and assaulted female employees. Women previously accused Defendant KILGORE of
5 abusing his position to sexually harass them, yet Corporate Defendants did nothing to stop his
6 harassment.

7 97. As a direct and proximate result of Defendants' actions and inactions, as
8 herein alleged, Plaintiff has suffered and continues to suffer extreme physical and emotional
9 distress, financial hardship, wage losses, humiliation, mental and physical pain, and other
10 damages in an amount to be proven at trial.

11 98. As a further direct and proximate result of Defendants' actions and inactions, as
12 herein alleged, Plaintiff has incurred, and continues to incur, legal fees, costs, and other expenses
13 in the prosecution of this matter.

14 **FOURTH CAUSE OF ACTION**
15 **SEXUAL FAVORITISM (GOV. CODE § 12940)**
16 (AGAINST ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT, INC. and
17 DOES 1-25)

18 99. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
19 allegations contained in each of the paragraphs above.

20 100. There was widespread sexual favoritism in the work environment during Plaintiff's
21 employment at ACTIVISION BLIZZARD. Defendant SKORUPA, Defendant INGALLS,
22 Defendant PATEL and Defendant KILGORE made sexualized comments and/or sexual
23 advances with other employees who did not rebuff their sexualized comments and/or sexual
24 advances and, as a result, these other employees were not denied work opportunities.

25 101. By contrast, when Plaintiff rebuffed the sexualized comments and/or sexual
26 advances by reporting them to Human Resources, ACTIVISION BLIZZARD refused to
27 promote Plaintiff.

28 102. The sexual favoritism was severe and pervasive.

1 103. A reasonable person in Plaintiff’s circumstances would have considered the work
2 environment to be hostile or abusive because of the widespread sexual favoritism.

3 104. Plaintiff considered the work environment to be hostile or abusive because of the
4 widespread sexual favoritism.

5 105. Through its actions and inaction as described above, ACTIVISION BLIZZARD
6 participated in and encouraged the sexual favoritism.

7 106. Plaintiff was harmed and the aforementioned conduct was a substantial factor in
8 causing Plaintiff’s harm.

9
10 **FIFTH CAUSE OF ACTION**
11 **RETALIATION (GOV. CODE § 12940(h))**
12 **(AGAINST ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT, INC. and**
13 **DOES 1-25 ONLY)**

12 107. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
13 allegations contained in each of the paragraphs above.

14 108. On several occasions between 2017 and 2021, Plaintiff reported sexual harassment
15 and retaliation to ACTIVISION BLIZZARD Human Resources.

16 109. After Plaintiff complained, ACTIVISION BLIZZARD retaliated against Plaintiff
17 by, among other things, refusing to promote her within ACTIVISION BLIZZARD.

18 110. Plaintiff was, at all times material hereto, an employee who engaged in legally
19 protected activities and within a protected class covered by the FEHA, prohibiting retaliation in
20 employment predicated on sex/gender.

21 111. Plaintiff opposed Defendants’ discriminatory and sexually harassing acts by
22 rebuffing, rejecting and protesting the aforementioned offensive touchings and conduct.

23 112. ACTIVISION BLIZZARD denied Plaintiff certain employment and work
24 opportunities in retaliation for her rejection of unwanted sexual behavior.

25 113. As a result of ACTIVISION BLIZZARD’s retaliation against her, Plaintiff has
26 suffered and continues to suffer damages, in the form of lost wages and other employment
27 benefits, and severe emotional and physical distress.

1 114. ACTIVISION BLIZZARD acted intentionally and with malice for the purpose of
2 causing Plaintiff to suffer financial loss and severe emotional distress, entitling Plaintiff to an
3 award of punitive damages in an amount appropriate to punish and make an example of said
4 defendants.

5 **SIXTH CAUSE OF ACTION**
6 **SEXUAL BATTERY (CAL. CIVIL CODE § 1708.5)**
7 (AGAINST ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT, INC. and
8 MARK SKORUPA)

9 115. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
10 allegations contained in each of the paragraphs above.

11 116. Defendant SKORUPA is a “person” under California Civil Code § 1708.5.

12 117. In committing the acts described above, Defendant SKORUPA acted with the
13 intent to make offensive contact with intimate parts of Plaintiff. He did, in fact, bring himself
14 into offensive and unwelcome sexual contact with Plaintiff as described hereinabove.

15 118. As described more fully above, Defendant SKORUPA subjected Plaintiff to
16 unconsented and intentional invasions of her right to be free from sexually offensive and
17 harmful physical contact.

18 119. As a direct and proximate result of Defendant SKORUPA’s actions, Plaintiff has
19 suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and
20 emotional distress; and Plaintiff has suffered and will continue to suffer a loss of earnings and
21 other employment benefits and job opportunities.

22 120. The above referenced acts of Defendant SKORUPA were authorized or ratified by
23 officers or managing agents of ACTIVISION BLIZZARD. ACTIVISION BLIZZARD is thus
24 also liable for the aforementioned sexual battery of Plaintiff and responsible for damages caused
25 by said conduct under principles of vicarious liability, including the doctrine of *respondeat*
superior.

26 121. Defendant SKORUPA’s conduct was malicious and oppressive, and done with a
27 conscious disregard of Plaintiff’s rights. Because Defendant SKORUPA acted in his capacity as
28 director, officer, manager and/or supervisor of ACTIVISION BLIZZARD, he abused and

1 betrayed his special relationship of trust and confidence to Plaintiff. Plaintiff is entitled to
2 punitive damages pursuant to California Civil Code section 3294 from Defendant SKORUPA in
3 an amount to be determined at trial.

4 122. As a further direct and proximate result of Defendant SKORUPA's and
5 ACTIVISION BLIZZARD's actions and inactions, as herein alleged, Plaintiff has incurred, and
6 continues to incur, legal fees, costs and other expenses in the prosecution of this matter.

7 **SEVENTH CAUSE OF ACTION**
8 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
9 (AGAINST MARK SKORUPA, DEREK INGALLS, BEN KILGORE, SONAL PATEL, and
10 DANNY NGUYEN ONLY)

11 123. Plaintiff restates and incorporates by reference, as though fully set forth herein, the
12 allegations contained in each of the paragraphs above.

13 124. Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
14 KILGORE and Defendant NGUYEN sexually harassed Plaintiff as described above.

15 125. The conduct of Defendant SKORUPA, Defendant INGALLS, Defendant PATEL,
16 Defendant KILGORE and Defendant NGUYEN toward Plaintiff was so extreme and
17 outrageous as to exceed the bounds of decency in a civilized society.

18 126. Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
19 KILGORE and Defendant NGUYEN knew their conduct was likely to result in harm and
20 mental distress.

21 127. Defendant SKORUPA, Defendant INGALLS, Defendant PATEL, Defendant
22 KILGORE and Defendant NGUYEN intended to and did intentionally or recklessly cause
23 Plaintiff to suffer severe emotional distress.

24 128. The conduct of Defendant SKORUPA, Defendant INGALLS, Defendant PATEL,
25 Defendant KILGORE and Defendant NGUYEN was a substantial factor in causing Plaintiff's
26 harm.

27 129. As a direct and proximate result of the aforementioned conduct, Plaintiff has
28 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
humiliation, and emotional distress.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment and damages against each of the
3 Defendants as follows:

- 4 a. General damages in an amount to be determined by proof at trial;
- 5 b. Past and future medical and related expenses in an amount to be determined by
6 proof at trial;
- 7 c. Past and future lost earnings in an amount to be determined by proof at trial;
- 8 d. Impairment of earning capacity in an amount to be determined by proof at trial;
- 9 e. Punitive damages pursuant to applicable law;
- 10 f. Reasonable attorneys’ fees pursuant to applicable law;
- 11 g. Prejudgment and post-judgment interest, including but not limited to, California
12 Civil Code § 3288;
- 13 h. An order requiring ACTIVISION BLIZZARD to waive all arbitration of sexual
14 harassment and gender discrimination claims pursuant to its CEO Kotick’s public
15 statement on October 28, 2021, including in this case;
- 16 i. An order requiring ACTIVISION BLIZZARD to implement a rotating Human
17 Resources department to prevent conflicts of interest with management;
- 18 j. An order requiring ACTIVISION BLIZZARD to retain an outside, truly neutral
19 investigation firm or agency to impartially investigate all pending and future
20 sexual harassment complaints at ACTIVISION BLIZZARD;
- 21 k. An order requiring ACTIVISION BLIZZARD to implement an investigation
22 policy requiring its Human Resources to interview all individual witnesses
23 provided by the complaining employee;
- 24 l. An order requiring ACTIVISION BLIZZARD to implement an anti-retaliation
25 policy to specifically prohibit the “managing out strategy” that strips employees of
26 their essential job duties;
- 27
- 28

- 1 m. An order prohibiting Defendant MARK SKORUPA from any physical, virtual or
2 telephonic contact with Plaintiff indefinitely;
- 3 n. An order requiring ACTIVISION BLIZZARD to amend Plaintiff's 2020
4 performance review to accurately reflect a "Successful" rating, and to retroactively
5 compensate her based on the salary, profit sharing and equity owed to her had her
6 2020 performance review accurately reflected a "Successful" rating;
- 7 o. An order requiring ACTIVISION BLIZZARD to promote Plaintiff to Executive
8 Assistant and to increase Plaintiff's annual pay, equity and profit sharing
9 commensurate with the Executive Assistant position;
- 10 p. An order requiring ACTIVISION BLIZZARD to terminate CEO Kotick's
11 employment for cause; and
- 12 q. Any other and further relief that the Court considers just and proper.

13 **DEMAND FOR JURY TRIAL**

14 130. Plaintiff hereby requests a trial by jury as to all claims for monetary damages.

15 DATED: March 23, 2022

16 *Lisa Bloom*

17 Lisa Bloom, Esq.
18 Alan Goldstein, Esq.
19 Devin Meehos, Esq.
20 THE BLOOM FIRM
21 Attorneys for Plaintiff Jane Doe
22
23
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EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Lisa Bloom
26565 Agora Road, Suite #200
Calabasas, CA 91302

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202203-16335108
Right to Sue: [REDACTED] / Activision Blizzard Inc. et al.

Dear Lisa Bloom:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**

6 ██████████ ██████████

DFEH No. 202203-16335108

6 Complainant,

7 vs.

8 Activision Blizzard Inc.
9 3100 Ocean Park Blvd
10 Santa Monica, CA 90405

11 Blizzard Entertainment Inc
12 1 Blizzard Way
13 Irvine, CA 92618

14 Derek Ingalls

15 ,

16 Mark Skorupa

17 ,

18 Sonal Patel

19 ,

20 Ben Kilgore

21 ,

22 Danny Nguyen

23 ,

24 Respondents

25

26 **1.** Respondent **Activision Blizzard Inc.** is an **employer** subject to suit under the California Fair
27 Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

28 **2.** Complainant is naming **Blizzard Entertainment Inc** business as Co-Respondent(s).
Complainant is naming **Derek Ingalls** individual as Co-Respondent(s).
Complainant is naming **Mark Skorupa** individual as Co-Respondent(s).

1 Complainant is naming **Sonal Patel** individual as Co-Respondent(s).
2 Complainant is naming **Ben Kilgore** individual as Co-Respondent(s).
3 Complainant is naming **Danny Nguyen** individual as Co-Respondent(s).

4 **3.** Complainant [REDACTED] [REDACTED] resides in the City of **Indio**, State of .

5 **4.** Complainant alleges that on or about **March 10, 2022**, respondent took the
6 following adverse actions:

7 **Complainant was harassed** because of complainant's race, sex/gender, sexual
8 harassment- hostile environment, sexual harassment- quid pro quo.

9 **Complainant was discriminated against** because of complainant's race, sex/gender,
10 gender identity or expression, sexual harassment- hostile environment, sexual harassment-
11 quid pro quo and as a result of the discrimination was denied hire or promotion, suspended,
12 demoted, asked impermissible non-job-related questions, denied any employment benefit or
13 privilege, denied work opportunities or assignments, denied or forced to transfer.

14 **Complainant experienced retaliation** because complainant reported or resisted any form
15 of discrimination or harassment, requested or used family care or medical leave (cfra) and
16 as a result was denied hire or promotion, suspended, demoted, asked impermissible non-
17 job-related questions, denied any employment benefit or privilege, denied work opportunities
18 or assignments, denied or forced to transfer.

19 **Additional Complaint Details:**
20
21
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26

1 VERIFICATION

2 I, [REDACTED] [REDACTED] am the **Complainant** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The same is true of my
4 own knowledge, except as to those matters which are therein alleged on information
and belief, and as to those matters, I believe it to be true.

5 On March 10, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Indio, California**

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