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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Salcedo, Deputy Clerk

Attorneys for Plaintiffs
Jane Doe K.G. and Jane Doe K.N.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

**JANE DOE K.G., an Individual;
JANE DOE K.L., an Individual;**

Plaintiff,

vs.

**JOHN ROE N.L., an individual; ROE
PRODUCTION COMPANY, a New York
Corporation; and ROES 1 through 100,
Inclusive;**

Defendants.

CASE NO.: 24VECVO00013

COMPLAINT FOR DAMAGES

- 1. NEGLIGENCE;**
- 2. SEXUAL ASSAULT/BATTERY;**
- 3. SEXUAL HARASSMENT;**
- 4. GENDER VIOLENCE**
- 5. INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS;**

DEMAND FOR JURY TRIAL

NOTICE TO DEFENDANTS OF DUTIES TO RETAIN EVIDENCE:

TO ALL DEFENDANTS: Note and adhere to your duties to retain, and not delete or destroy, all documents, emails, databases, electronic records, electronically stored information, and all other evidence that may be pertinent to this lawsuit, and to cease any destruction or deletion of such evidence that might otherwise take place in the ordinary course of your business or affairs.

COME NOW, Plaintiffs JANE DOE K.G. and JANE DOE K.N. for causes of action against Defendants, complain and allege as follows:

1 **JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over this action pursuant to *California Code of*
3 *Civil Procedure* §410.10.

4 2. Venue is property in this Court pursuant to *California Code of Civil Procedure*
5 §395, because the personal injuries complained of herein occurred and at least one of the
6 Defendants is located in the County of Los Angeles, State of California.

7 3. The amount in controversy, exclusive of interest and costs, exceeds the
8 jurisdictional minimum of this Court therefore this Court has jurisdiction over this instant
9 action.

10 **STATUTE OF LIMITATIONS**

11 4. This action is allowed by the Sexual Abuse and Cover Up Accountability Act, AB
12 2777, *California Code of Civil Procedure* §340.16. Specifically, *California Code of Civil*
13 *Procedure* § 340.16(e) allows the revival of the claims to the extent they were previously
14 time barred.

15 **THE PARTIES**

16 5. Plaintiff JANE DOE K.G. (hereinafter “Plaintiff”) is a resident of the County
17 of Comal, State of Texas. The name used by JANE DOE K.G. in this Complaint is not the
18 actual name of JANE DOE K.G. but is a fictitious name utilized to protect the privacy of
19 JANE DOE K.G. Plaintiff is a female, born in November 1997, and was over the age of 18
20 at the time the sexual misconduct alleged herein occurred.

21 6. Plaintiff JANE DOE K.N. (hereinafter “Plaintiff”) is a resident of the County
22 of Travis, State of Texas. The name used by JANE DOE K.N. in this Complaint is not the
23 actual name of JANE DOE K.N. but is a fictitious name utilized to protect the privacy of
24 JANE DOE K.N. Plaintiff is a female, born in April 1982, and was over the age of 18 at the
25 time the sexual misconduct alleged herein occurred.

26 7. Defendant JOHN ROE N.L. (hereinafter “Defendant N.L.”) is an adult male and
27 a resident of the County of Los Angeles, State of California. Defendant N.L. is a television
28 personality, producer and director of film and television. At the time of the misconduct

1 alleged herein, Defendant N.L. was the president Defendant ROE PRODUCTION
2 COMPANY.

3 8. Defendant ROE PRODUCTION COMPANY (hereinafter “Defendant
4 PRODUCTION”) is a New York corporation doing business in the State of California with
5 its principal place of business in Van Nuys, California. At the time of the misconduct alleged
6 herein, Defendant PRODUCTION was contracted with Plaintiffs for a television series on
7 which they were contestants.

8 9. The parties are assigned fictitious names to protect their identities in an effort
9 to respect the parties’ privacy.

10 10. Plaintiffs are ignorant as to the true names and capacities of ROES 1 through
11 100, inclusive. ROES 1 through 100 are individuals or entities who were responsible in some
12 manner for the events alleged herein. ROES 1 through 100 are being sued by such fictitious
13 names pursuant to *California Code of Civil Procedure* §474. Plaintiffs will seek leave to
14 amend this Complaint to allege their true names and capacities when they are ascertained.
15 Plaintiffs are informed and believe and thereon allege that ROES 1 through 100 are legally
16 responsible in some manner for the events, happenings, and/or tortious and unlawful conduct
17 that caused the injuries and damages alleged herein.

18 11. Plaintiffs are informed and believe, and allege thereon, that at all times
19 relevant and material, Defendants N.L, PRODUCTION and ROES 1 through 100, and each
20 of them, were the agents, employees, representatives, servants, joint venturers, and/or
21 conspirators of each and every other Defendant and were acting within the course and scope
22 of said alternative capacity, agency, identity, representation and/or employment and were
23 within the scope of their authority, whether actual or apparent.

24 12. Plaintiffs are informed and believe, and on that basis allege, that at all times
25 mentioned herein, each Defendant was responsible in some manner or capacity for the
26 occurrences herein alleged, and that Plaintiffs’ damages, as herein alleged, were proximately
27 caused by all said Defendants.

28 13. Plaintiffs are informed and believe, and on that basis allege, that at all times

1 mentioned herein, there existed a unity of interest and ownership among Defendants and each
2 of them, such that any individuality and separateness between Defendants, and each of them,
3 ceased to exist. Defendants, and each of them, were the successors-in-interest and/or alter-
4 egos of each other Defendant, in that they purchased, controlled, dominated and operated
5 each other without any separate identity, observation of formalities, or other manner of
6 division.

7 14. Plaintiffs are informed and believe, and on that basis allege, that at all times
8 mentioned herein, Defendants and each of them, were the trustees, partners, servants, joint
9 venturers, shareholders, contractors, and/or employees of each and every other Defendant,
10 and the acts and omissions herein alleged were done by them, acting individually, through
11 such capacity and within the scope of their authority, and with the permission and consent of
12 each and every other Defendant and that said conduct was thereafter ratified by each and
13 every other Defendant, and that each of them is jointly and severally liable to Plaintiffs.

14 **GENERAL ALLEGATIONS**

15 15. This action arises from the sexual harassment, battery and assault of Plaintiffs
16 by Defendant N.L. and the authorization and/or ratification of same by Defendant
17 PRODUCTION and ROES 1 through 100.

18 16. In 2003, Plaintiffs were contestants on an all-female reality competition
19 television show – “AAG.” The show was filmed in Los Angeles, California. Filming
20 commenced in January 2003 and the finale was filmed in or around May 2003.

21 17. The show was produced by Defendant PRODUCTION of which Defendant
22 N.L. was president.

23 18. From time to time, during filming of the show, Defendant N.L. would appear
24 and interact with the contestants, including Plaintiffs. On one occasion, Defendant N.L. was
25 on set while Plaintiffs were filming and dressed in dance costumes. Defendant N.L. walked
26 around the set and dressing rooms and openly swatted and groped Plaintiffs’ and other
27 contestants’ buttocks. Defendant PRODUCTION, by and through its employees, contractors,
28 representatives and agents saw this happen but did not act in any manner to condemn the

1 action or prevent it from happening again. It was openly accepted.

2 19. In May 2003, AAG had its final filming and the show was completed.
3 Defendant PRODUCTION coordinated and hosted a party after filming for the contestants,
4 crew and other members of the show, including Plaintiffs.

5 20. Defendant N.L. was at the party and was taking an unusual interest in Plaintiff
6 K.N. When the party was ending and it was time to leave, Defendant N.L. insisted that
7 Plaintiff K.L. ride in his car to go back to the studio where everyone else was going. Plaintiff
8 K.G. saw this and decided to go with them to ensure her colleague was not left alone.
9 Everyone there saw that Defendant N.L. was taking Plaintiffs in his personal car.

10 21. Instead of driving Plaintiffs back to the studio where everybody else was
11 going, Defendant N.L. took Plaintiffs to a home in Los Angeles.

12 22. There, Defendant N.L. made sexual advances on Plaintiff K.G and K.N.
13 Plaintiffs rejected the advances but Defendant N.L. persisted and continued making
14 advances.

15 23. At one point, Defendant N.L. lifted his sweater over Plaintiff K.G.'s head and
16 engulfed her in his sweater, attempting to kiss her and pushing her body close to his. Plaintiff
17 K.G. again rejected the kiss and scrambled to release herself from his grasp.

18 24. Later that night, Defendant N.L. pinned Plaintiff K.N. against a grand piano in
19 the house, pushed himself against her body, and forced his mouth and tongue onto her despite
20 her numerous statements telling him not to and attempts to pull her face away from his.

21 25. When Plaintiff K.G. saw this and protested, Defendant N.L. finally
22 surrendered.

23 **FIRST CAUSE OF ACTION**

24 **NEGLIGENCE**

25 **[By Plaintiffs Against ALL DEFENDANTS]**

26 26. Plaintiffs repeat, re-allege, and incorporate by reference paragraphs previously
27 alleged in this Complaint, as though fully set forth herein.

28 27. At all times herein alleged, Defendant N.L. intended to cause harmful and/or

1 offensive contacts with Plaintiffs' persons, acted to cause Plaintiffs imminent apprehension
2 of sexually harmful and/or offensive contact, and such harmful and/or offensive contact
3 occurred.

4 28. Defendants knew, or should have known, that Defendant N.L. was sexually
5 harassing and/or assaulting Plaintiffs, and others, while in the course and scope of his
6 employment and in his position as president of Defendant PRODUCTION.

7 29. Defendants knew, or should have known, of Defendant N.L.'s propensity and
8 history of engaging in sexual misconduct along with harassing and inappropriate behavior.

9 30. Defendants had a duty to protect employees and agents, including Plaintiffs.
10 Defendants were required to provide adequate supervision and be properly vigilant in
11 ensuring that security and supervision was sufficient to maintain the safety of Plaintiffs and
12 others similarly situated. Defendants failed to do so.

13 31. Defendants had a duty to maintain a work environment that was free from
14 harm, harassment, assault, battery and/or other unlawful behavior against its employees and
15 agents. Defendants failed to do so.

16 32. Defendants had a duty to adequately train and supervise all employees on
17 sexual harassment and/or assault and to implement procedures for employees to report and
18 seek refuge from sexual harassment and/or assault. Defendants failed to do so.

19 33. Defendants owed Plaintiffs a duty to reasonably identify, remove, and/or
20 report to law enforcement all individuals who they knew, or should have known, were sexual
21 predators in its service or employ. Defendants failed to do so.

22 34. As a direct and proximate result of Defendants' breaches, Plaintiffs have
23 suffered, and continue to suffer, pain, suffering, shock, emotional distress, embarrassment,
24 loss of self-esteem, disgrace, humiliation, loss of enjoyment of life, loss of earnings and
25 earning capacity, and/or have incurred and will continue to incur expenses for medical and
26 psychological treatment, counseling and/or therapy.

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SECOND CAUSE OF ACTION
SEXUAL ASSAULT AND BATTERY

[By Plaintiffs Against ALL DEFENDANTS]

35. Plaintiffs repeat, re-allege, and incorporate by reference paragraphs previously alleged in this Complaint, as though fully set forth herein.

36. While Plaintiffs were contestants on AAG, and Defendant N.L. was president of Defendant PRODUCTION, Defendant N.L. intentionally subjected Plaintiffs to acts of sexual assault and battery including, but not limited to, non-consensual acts of touching, kissing, and groping Plaintiffs' persons.

37. Through these actions, Defendant N.L. intended to cause harmful or offensive contact with Plaintiffs' persons and/or intended to put Plaintiffs in imminent apprehension of same. These incidents occurred while Plaintiffs were employees and/or contractors with Defendants and each of them.

38. Defendant N.L. did the aforementioned acts with the intent to cause harmful and/or offensive contact with Plaintiffs' bodies in a manner that would offend a reasonable sense of personal dignity. These acts ultimately did cause harmful and/or offensive contacts with Plaintiffs' bodies in a manner that would offend a reasonable sense of personal dignity.

39. Plaintiffs did not consent to the contact on any occasion.

40. Plaintiffs are informed and believe, and thereon allege, that Defendant PRODUCTION and ROES 1 through 100 ratified and/or authorized Defendant N.L.'s sexual assault and battery of Plaintiffs by failing to supervise, discipline, dismiss, discharge, reprimand, and/or suspend Defendant N.L. upon learning of the assault and battery; continuing to place Defendant N.L. in a work environment where he had unfettered access to Plaintiffs; actively shielding Defendant N.L. from any liability and/or responsibility for his misconduct; failing to inform law enforcement officials of Defendant N.L.'s misconduct when Defendants knew, or should have known, of the misconduct; failing to take steps to timely remove Defendant N.L. from his position with Defendant PRODUCTION; and preventing further acts of sexual assault, battery, harassment and other misconduct by

1 Defendant N.L.

2 41. In committing the acts alleged herein, Defendants and their agents/employees
3 violated their duties pursuant to *California Civil Code* §1708 to abstain from injuring
4 Plaintiffs' persons or infringing upon his rights.

5 42. As a direct and proximate result of Defendants' conduct, and the conduct of
6 their agents/employees individually, jointly and/or severally, Plaintiffs Plaintiffs have
7 suffered, and continue to suffer, pain, suffering, shock, emotional distress, embarrassment,
8 loss of self-esteem, disgrace, humiliation, loss of enjoyment of life, loss of earnings and
9 earning capacity, and/or have incurred and will continue to incur expenses for medical and
10 psychological treatment, counseling and/or therapy. Plaintiffs are entitled to damages in an
11 amount to be determined at the time of trial.

12 43. Defendants and their agents/employees' acts also constitute conduct intended
13 by them to cause injury to Plaintiffs. These acts were and are despicable, malicious, and/or
14 oppressive and were carried out with willful and conscious disregard for the rights and safety
15 of others in direct violation of *California Civil Code* §3294. Therefore, Plaintiffs are entitled
16 to punitive damages against Defendants and each of them in an amount to be determined at
17 the time of trial.

18 **THIRD CAUSE OF ACTION**

19 **SEXUAL HARASSMENT**

20 **(Civil Code § 51.9)**

21 **[By Plaintiffs Against ALL DEFENDANTS]**

22 44. Plaintiffs repeat, re-allege, and incorporate by reference all paragraphs
23 previously alleged in this Complaint, as though fully set forth herein.

24 45. While Plaintiffs were contestants on AAG, and Defendant N.L. was president
25 of Defendant PRODUCTION, Defendant N.L. intentionally, recklessly, and wantonly made
26 sexual advances toward Plaintiffs that were hostile and on the basis of their gender. These
27 advances were unwelcome, pervasive, and/or severe.

28 46. The sexual assaults and harassment occurred while Defendant N.L. was in his

1 role as president of Defendant PRODUCTION, and while Defendant PRODUCTION
2 supervised, controlled and/or had authority over Plaintiffs due to the employer-employee,
3 professional, and business relationship between Plaintiffs and Defendants.

4 47. Defendants knew, or should have known, of Defendant N.L.'s assaults and
5 harassment of Plaintiffs. Despite this knowledge, Defendants took no action to investigate,
6 supervise, monitor or prevent Defendant N.L. or to ensure the safety of Plaintiffs or others
7 similarly situated.

8 48. Plaintiffs are informed and believe, and thereon allege, that Defendant
9 PRODUCTION and ROES 1 through 100 ratified and/or authorized Defendant N.L.'s sexual
10 assault and battery of Plaintiffs by failing to supervise, discipline, dismiss, discharge,
11 reprimand, and/or suspend Defendant N.L. upon learning of the assault and battery;
12 continuing to place Defendant N.L. in a work environment where he had unfettered access
13 to Plaintiffs; actively shielding Defendant N.L. from any liability and/or responsibility for
14 his misconduct; failing to inform law enforcement officials of Defendant N.L.'s misconduct
15 when Defendants knew, or should have known, of the misconduct; failing to take steps to
16 timely remove Defendant N.L. from his position with Defendant PRODUCTION; and
17 preventing further acts of sexual assault, battery, harassment and other misconduct by
18 Defendant N.L.

19 49. As a direct and proximate result of Defendants' conduct, and the conduct of
20 their agents/employees individually, jointly and/or severally, Plaintiffs Plaintiffs have
21 suffered, and continue to suffer, pain, suffering, shock, emotional distress, embarrassment,
22 loss of self-esteem, disgrace, humiliation, loss of enjoyment of life, loss of earnings and
23 earning capacity, and/or have incurred and will continue to incur expenses for medical and
24 psychological treatment, counseling and/or therapy. Plaintiffs are entitled to damages in an
25 amount to be determined at the time of trial.

26 50. Defendants and their agents/employees' acts also constituted conduct intended
27 by them to cause injury to Plaintiffs. These acts were and are despicable, malicious, and/or
28 oppressive and were carried out with willful and conscious disregard for the rights and safety

1 of others in direct violation of *California Civil Code* §3294. Therefore, Plaintiffs are entitled
2 to punitive damages against Defendants and each of them in an amount to be determined at
3 the time of trial.

4 **FOURTH CAUSE OF ACTION**

5 **GENDER VIOLENCE**

6 **(Civil Code § 52.4)**

7 **[By Plaintiffs Against ALL DEFENDANTS]**

8 51. Plaintiffs repeat, re-allege, and incorporate by reference all paragraphs
9 previously alleged in this Complaint, as though fully set forth herein.

10 52. Defendants' acts against Plaintiffs constitute gender violence and a form of
11 sex discrimination in that one or more Defendants' acts would constitute a criminal offense
12 under state law that has, as an element, the use, attempted use, or threatened use of physical
13 force against the person of another, committed at least in part based on the gender of the
14 victim, whether or not those acts have resulted in criminal complaints, charges prosecution,
15 or conviction.

16 53. Defendants' acts against Plaintiffs constitute gender violence and a form of
17 sex discrimination in that Defendants' conduct caused a physical intrusion or invasion of a
18 sexual nature upon Plaintiffs under coercive conditions, whether or not those acts have
19 resulted in criminal complaints, charges, prosecution or conviction.

20 54. Plaintiffs were subjected to physical intrusions and/or invasions of a sexual
21 nature under coercive conditions. Defendant N.L. intentionally subjected Plaintiffs to acts
22 of sexual assault and battery including, but not limited to, touching, kissing and groping of
23 Plaintiffs' bodies. These acts were unwanted, unwelcomed, and not consented to by
24 Plaintiffs.

25 55.

26 56. As a direct and proximate result of Defendants' conduct, and the conduct of
27 their agents/employees individually, jointly and/or severally, Plaintiffs Plaintiffs have
28 suffered, and continue to suffer, pain, suffering, shock, emotional distress, embarrassment,

1 loss of self-esteem, disgrace, humiliation, loss of enjoyment of life, loss of earnings and
2 earning capacity, and/or have incurred and will continue to incur expenses for medical and
3 psychological treatment, counseling and/or therapy. Plaintiffs are entitled to damages in an
4 amount to be determined at the time of trial including actual damages, compensatory
5 damages, attorney's fees and costs, punitive damages, and injunctive relief.

6 57. Defendants and their agents/employees' acts also constituted conduct intended
7 by them to cause injury to Plaintiffs. These acts were and are despicable, malicious, and/or
8 oppressive and were carried out with willful and conscious disregard for the rights and safety
9 of others in direct violation of *California Civil Code* §3294. Therefore, Plaintiffs are entitled
10 to punitive damages against Defendants and each of them in an amount to be determined at
11 the time of trial.

12 **FIFTH CAUSE OF ACTION**

13 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

14 **[By Plaintiffs Against ALL DEFENDANTS]**

15 58. Plaintiffs repeat, re-allege, and incorporate by reference all paragraphs
16 previously alleged in this Complaint, as though fully set forth herein.

17 59. At all times described and alleged herein, Defendants' and their
18 agents/employees' conduct was beyond the bounds of decency or acceptance within society
19 and was intentional, outrageous, malicious, and committed for the purposes of causing
20 Plaintiffs to suffer mental anguish, embarrassment, humiliation, physical and emotional
21 distress, anxiety and fear, or the conduct with done with such reckless disregard of the
22 likelihood of causing Plaintiffs to suffer mental anguish, embarrassment, humiliation,
23 physical and emotional distress, anxiety and fear.

24 60. Defendants and their agents/employees were in a position of authority, trust,
25 caretaking, influence and persuasion over Plaintiffs and responsible for maintaining a proper
26 relationship with Plaintiff.

27 61. The wrongful conduct of Defendant N.L. were authorized, ratified and/or
28

1 approved by Defendant PRODUCTION and ROES 1 through 100 based upon the acts and/or
2 omissions in failing to properly hire, train, retain, control, suspend, discipline, discharge,
3 dismiss and/or supervise Defendant N.L. These incidents of sexual harassment and abuse
4 took place while Plaintiffs were under the exclusive and direct control, supervision, care
5 and direction of Defendant PRODUCTION and its agents/employees.

6 62. As a direct and proximate result of the conduct alleged herein, Plaintiffs have
7 suffered and continue to suffer great physical and mental distress, anguish, pain, suffering,
8 embarrassment, humiliation, and anxiety to an extent to be proven at the time of trial.

9 63. Defendants and their agents/employees' actions/inactions further constitute
10 conduct intended by them to cause injury to Plaintiffs and the despicable, malicious, and/or
11 oppressive conduct that is carried on with willful and conscious disregard for the rights and
12 safety of others in direct violation of *California Civil Code* §3294. Therefore, Plaintiffs
13 are entitled to punitive damages against Defendants and each of them in an amount to be
14 determined at the time of trial.

15
16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff prays for judgment as follows against Defendants, and each
18 of them, as follows **FOR ALL CAUSES OF ACTION**:

19 (1) For past, present and future general damages in an amount to be determined
20 at trial;

21 (2) For past, present and future special damages, including but not limited to past,
22 present and future medical and/or mental health treatment and medication, lost earnings,
23 economic damages and others, in an amount to be determined at trial;

24 (3) Any appropriate punitive or exemplary damages against Defendants;

25 (4) For injunctive relief;

26 (5) Any appropriate statutory damages;

27 (6) For reasonable costs of suit;
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(7) For interest as allowed by law;

(8) For attorney's fees and costs as applicable pursuant to California *Code of Civil Procedure* §§ 51.9, and 52.4, against Defendants, or otherwise as allowable by law; and

(9) For such other and further relief as the court may deem proper.

Dated: January 2, 2024

ARIAS SANGUINETTI WANG & TEAM LLP

By: 
MIKE ARIAS
SAHAR MALEK
BRENDA WONG
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

Dated: January 2, 2024

ARIAS SANGUINETTI WANG & TORRIJOS LLP

By: 

MIKE ARIAS
SAHAR MALEK
BRENDA WONG
Attorneys for Plaintiff