

1 ANAHITA SEDAGHATFAR, ESQ. (SBN 217289)
2 **LAW OFFICES OF ANAHITA SEDAGHATFAR, PC**
3 1801 Century Park East, 25th Floor
4 Los Angeles, California 90067
5 Telephone: (310) 430-9279
6 Email: anahita@anahitalaw.com

7 Attorneys for Plaintiff
8 ARIANNE ZUCKER

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 ARIANNE ZUCKER, an individual;
12 Plaintiff,

13 vs.

14 CORDAY PRODUCTIONS, INC., a business
15 entity of unknown form; KEN CORDAY, an
16 individual; ALBERT ALARR, an individual, and
17 DOES 1 to 50, inclusive,
18 Defendants.

CASE NO.: 24STCV03166

COMPLAINT FOR DAMAGES

- 1. **Discrimination in Violation of Statute (California Government Code § 12490, *et. seq.*)**
- 2. **Harassment in Violation of Statute (California Government Code § 12490, *et. seq.*)**
- 3. **Retaliation in Violation of Statute (California Government Code § 12490, *et. seq.*)**
- 4. **Failure to Prevent Discrimination, Harassment and Retaliation in Violation of Statute (California Government Code § 12490, *et. seq.*)**
- 5. **Violation of California Labor Code § 1102.5**
- 6. **Violation of California Labor Code § 1197.5**
- 7. **Negligent Hiring, Supervision and Retention**

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- 8. **Intentional Infliction of Emotional Distress**
- 9. **Wrongful Termination In Violation of Public Policy**
- 10. **Breach of Implied Covenant of Good Faith and Fair Dealing**
- 11. **Violation of California Business & Professions Code § 17200, et. seq.**

DEMAND FOR JURY TRIAL

INTRODUCTORY ALLEGATIONS

1. At all relevant times mentioned herein, Plaintiff ARIANNE ZUCKER (“Plaintiff”) was a resident of California, in the county of Los Angeles.
2. Plaintiff is informed, believes and thereon alleges that at all relevant times mentioned herein, Defendant CORDAY PRODUCTIONS, INC., (“Corday”) was a business entity of unknown form doing business at 3400 W Riverside Dr. Burbank, California 91505, and was Plaintiff’s employer.
3. Plaintiff is informed, believes and thereon alleges that at all relevant times mentioned herein, Defendant KEN CORDAY (“Ken Corday”) was an individual residing in the State of California, in the county of Los Angeles.
4. Plaintiff is informed, believes and thereon alleges that at all relevant times mentioned herein Ken Corday was the CEO, President, and sole owner of Corday. Ken Corday was Plaintiff’s employer, Co-Executive Producer and Plaintiff’s supervisor with power and authority over Plaintiff’s employment and who made the decisions set forth below regarding Plaintiff’s employment.

1 13. Plaintiff is a multi-award winning veteran actress and a five time Emmy nominee.

2 14. Plaintiff has been employed by Defendants Corday and Ken Corday since
3 approximately 1998 as a prominent and leading actress. At all relevant times mentioned herein,
4 Plaintiff performed her duties satisfactorily and was a loyal and trusted employee of Defendants.

5 15. Plaintiff is informed, believes and thereon allege that Allar and Ken Corday are
6 personal friends who have known one another for two decades.

7 16. From the onset of Alarr's employment, he repeatedly subjected Plaintiff and other
8 employees to severe and pervasive harassment and discrimination, including sexual harassment,
9 based upon their female gender.

10 17. That Alarr engaged in this illegal behavior was well known to Defendants Corday and
11 Ken Corday and to the HR department of Sony Pictures Television (the distributor of Days of Our
12 Lives) for years. Indeed, Alarr has been accused by numerous individuals of making sexually charged
13 inappropriate and gender hostile remarks, and of bullying and intimidating female employees. Alarr
14 has been accused of groping female members of the cast, and in at least one instance, forcibly kissing
15 an actress against her will. Many prominent actresses that worked under Alarr have spoken publicly
16 about Alarr's misconduct dating back for years, and how their complaints to Defendants Corday and
17 Ken Corday fell upon deaf ears.

18 18. Namely, on a continuous basis, and in furtherance of his intent to harass and
19 discriminate against Plaintiff based upon her gender, Alarr subjected Plaintiff to sexually harassing
20 comments and nonconsensual physical touching of a sexual nature. For example, in making sexual
21 advances towards Plaintiff, Allar would often say to Plaintiff "if only I were 20 years younger." Alarr
22 would frequently grab and tightly hug Plaintiff, purposely pushing her breasts onto his chest, while
23 moaning "Oh Ari!" Alarr's unwelcome physical touching made Plaintiff feel offended,
24 uncomfortable, humiliated and intimidated. Indeed, on many occasions, Alarr forcefully touched
25 Plaintiff without her consent during dry blocking of scenes. Alarr would put his hands on Plaintiff's
26 waist, with his thumbs placed just above her vagina, and move her around, all the while smirking and
27 grinning in a sexual manner, making Plaintiff extremely uncomfortable and violated.

1 19. Other times, as the cast was running their lines, Alarr would use the words in the script
2 to make sexual comments towards Plaintiff, even in the presence of the stage crew. During scenes,
3 Alarr would make comments to Plaintiff’s co-star such as “you really just want to fuck her,” and he
4 would say to Plaintiff’s co-star during sex scene blocking, “believe me, I’d love to switch positions
5 with you.” Alarr made it very clear that he enjoyed aggressive sex scenes and threesome sex scenes.
6 Alarr would often make sexual comments such as “fuck him like you were younger!”

7 20. Almost always, like a mantra, Alarr followed up his sexually charged comments and
8 unwanted physical touching by saying to Plaintiff, “good thing there is no HR here.”

9 21. At all relevant times, Defendants Corday and Ken Corday did not have an intimacy
10 coach on set.

11 22. On or about about November 2022, an actress on the show made anti-Semitic remarks
12 against Jews (such as the Ukraine war was about getting rid of the “dirty Jews”). Alarr was present
13 when these comments were made, and rather than protest or report this, he began to laugh, implying
14 he agreed with the horrendous comments. Alarr was well aware that Plaintiff is one of three Jewish
15 people on the show.

16 23. In addition to being personally subjected to harassment by Alarr, Plaintiff frequently
17 observed Alarr’s repeated harassment of other women, which also made Plaintiff feel intimidated and
18 offended. Upon Alarr learning of a male actor’s departure from the show, Alarr said to him, in the
19 presence of Plaintiff “at least you got to fuck [a female actress on the show]!” In another instance,
20 and in the presence of Plaintiff, Alarr mocked a female actress telling her she looked like a “dyke.”
21 Plaintiff frequently heard Alarr say to female actresses “fuck him like you were younger!” and
22 making other sexually charged comments. Plaintiff often observed Alarr tightly hugging female
23 actresses while moaning sexually, and making sexual advances to female actresses, inviting them to
24 his office. On one occasion, when a female actress made an inquiry of Alarr, Alarr curtly responded
25 “women are so hysterical!”

26 24. Alarr, Corday and Ken Corday treated female employees disproportionately than male
27 employees. Female hair and makeup employees, and female actresses were often berated and given
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1 tasks that were purposefully impossible to perform within the given time frame. Alarr often yelled at
2 female employees, in the presence of Plaintiff, bringing them to tears. Alarr did not yell or berate the
3 male employees. A female actress complained to Alarr that she was morally uncomfortable about a
4 certain scene, and was subsequently fired by Corday and Ken Corday. Moreover, female directors
5 were given less directing time than their male counterparts.

6 25. Many of these employees expressed to Plaintiff how the harassment was effecting
7 them, that they felt abused, and that the workplace was toxic, but they were afraid to speak up against
8 Alarr. Indeed, Plaintiff also feared coming forward as she feared retaliation and being blackballed in
9 the industry, outcomes that have sadly proven to be true time and time again for women who report
10 discrimination and harassment in Hollywood.

11 26. At all relevant times, there was not one woman in an authoritative position on the
12 show, as the show was run by men.

13 27. At all relevant times, Defendants Corday and Ken Corday did not have an HR
14 department, and to date do not have an HR department. Moreover, Defendants Corday and Ken
15 Corday did not provide timely training or education on sexual harassment, as required under
16 California law.

17 28. At all relevant times, Plaintiff is informed, believes and thereon alleges that
18 Defendants Corday and Ken Corday paid women actresses including Plaintiff, less than male actors,
19 for substantially similar work with no legitimate reason.

20 29. On or about March 2023, five women were inexplicably fired from the show, and two
21 quit due to the harassment and discrimination to which they were subjected.

22 30. On or about March 2023, having had enough, and the environment growing
23 increasingly hostile and offensive, Plaintiff found the courage to contact Ken Corday (since there was
24 no HR department) to lodge her complaints, including her complaints of unequal pay, and the
25 complaints of the other employees. Rather than take any action, Ken Corday flippantly passed the
26 buck to Corday CFO, Mike Russell, and advised Plaintiff to contact him. Plaintiff contacted Mr.
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1 Russell and again lodged her complaints. In turn, Mr. Russell also passed the buck and referred
2 Plaintiff to the HR department of Sony.

3 31. Despite being given the run around and Defendant Corday and Ken Corday clearly
4 attempting to discourage Plaintiff's complaints, on or about March 2023, Plaintiff lodged her
5 complaints, and the complaints of others, with Megan Lawlor in Sony's HR department. From on or
6 about March 2023 through June 2023, Plaintiff met and otherwise communicated with Lawlor
7 numerous times, even providing the names of witnesses/employees HR should contact. Ultimately,
8 approximately 30 employees came forward to lodge and/or corroborate complaints of gender
9 harassment and discrimination.

10 32. Shockingly, during the time Lawlor was purportedly "investigating," and up until
11 Alarr's termination, Defendant Corday and Ken Corday took no steps whatsoever to separate Plaintiff
12 from Alarr and took no remedial measures at all to protect Plaintiff. As such, Plaintiff was forced to
13 continue working with Alarr daily, which made her that much more uncomfortable and made it
14 difficult for her to concentrate. For certain scenes, Plaintiff would have to stand up and get out of the
15 bed with barely any clothes on, and nothing but pasties on her breasts. The production would always
16 have three cameras on, thus exposing Plaintiff to the crew (mostly male) who sit on set along with the
17 production booth who see all the shots. *During the purported HR investigation*, Alarr was still
18 permitted to sit in the booth while Plaintiff's body was exposed making Plaintiff feel continuously
19 violated and intimidated even when she was trying to perform her scenes and when in a vulnerable
20 position.

21 33. During Plaintiff's meetings with Lawlor during the purported investigation, she
22 advised Lawlor that Alarr's harassment had not stopped but was in fact escalating. Again, no
23 remedial actions were taken to protect Plaintiff.

24 34. Indeed, during the purported investigation, when asked by Mike Russell how morale
25 was on set, Alarr responded, "who gives a fuck about morale, as long as we are coming in under
26 budget."
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1 35. On or about April 2023, Plaintiff again contacted Ken Corday, advising him the
2 environment was still hostile and not improving, and even offering some suggestions and her
3 assistance, to which Ken Corday angrily replied, “Well, I don’t know what to do about that.”

4 36. On or about May 2023, in clear retaliation for her complaints, Defendants notified
5 Plaintiff that that they would be decreasing Plaintiff’s rate of pay and discontinuing the travel stipend
6 Plaintiff had been receiving for years. Defendants claimed that this was due to “budget cuts,” but that
7 was pure pretext for discrimination and retaliation. Namely, at the time there were to be “budget
8 cuts,” Plaintiff is informed and believes that Alarr received a raise in pay and other male employees
9 did not receive pay decreases.

10 37. On or about the end of June 2023, in further retaliation for her complaints, Defendants
11 wrote Plaintiff’s character off the show, with no response to her as to whether her character would
12 appear again.

13 38. Plaintiff reported the above retaliation to Lawlor.

14 39. Despite Plaintiff’s repeated requests, to date, Defendants Corday and Ken Corday
15 refused to provide Plaintiff with any findings or conclusions of the purported investigation into any of
16 her complaints.

17 40. The complaints of Plaintiff and the approximate 30 other employees falling upon deaf
18 ears, and Defendant Corday and Ken Corday taking no action to remedy the hostile work
19 environment, on or about August 2023, Plaintiff and 25 other employees drafted a petition
20 demanding that Alarr be terminated.

21 41. Around this same time, both local and national media got wind of the allegations made
22 against Alarr, of the petition, and of Defendants’ refusal to take action against Alarr. This story made
23 front page news all over the country. It was only after this media scrutiny, and solely to save face,
24 that Defendants finally terminated Alarr despite ratifying and condoning his misconduct for 20 years.
25 Indeed, Defendant Ken Corday continues his personal relationship with Alarr and continues to
26 socialize with him.

1 42. Plaintiff's contract, which provides terms for renewal, is set to expire on January
2 2024. On or about October 2023, Corday and Ken Corday, through Mike Russell, made Plaintiff a
3 monetary offer for renewal of the contract. There is no fixed pay scale but rather there exists a pay
4 tier for actresses and actors on the show with a high end and low end, which is negotiable. As was
5 custom and practice for the prior 25 years of Plaintiff's employment, Plaintiff, through her agent,
6 made a counter offer so as to engage in good faith negotiations, especially since Plaintiff had been
7 employed for 25 years and should be paid the top of the pay tier. Shockingly, rather than engage in
8 good faith negotiations as was custom and practice, Plaintiff was advised that the offer was a "take it
9 or leave it," and that there would be no discussions or negotiations. Indeed, Plaintiff's agent made
10 numerous follow up attempts to engage in good faith negotiations and discussions with Mr. Russell,
11 which Mr. Russell outright refused. Plaintiff alleges Corday and Ken Corday engaged in these
12 actions to retaliate against Plaintiff. Plaintiff alleges she has been terminated from her employment.

13 43. As a result of the illegal conduct of Defendants, Plaintiff has experienced and
14 continues to experience extreme emotional distress.

15 44. During Plaintiff's employment with Defendants, she was subjected to constant
16 discrimination and harassment at the hands of Defendants. Plaintiff was thus forced to work under
17 intolerable and illegal conditions and in a hostile work environment, despite her complaints and
18 protests.

19 45. Despite Plaintiff's repeated complaints, nothing was done by Defendants to properly
20 investigate or remedy the situation. Defendants did nothing to prevent the harassment and
21 discrimination and instead engaged in a pattern of retaliation against Plaintiff. As a result of
22 Plaintiff's work conditions and Defendants' illegal actions, Plaintiff has suffered and continues to
23 suffer from emotional distress.

24 46. Plaintiff filed, within one year of those discriminatory acts alleged herein, complaints
25 with the Department of Fair Employment and Housing ("DFEH") pursuant to Government Code §
26 12900 *et seq.*, charging the Defendants, and all of them, with discrimination and harassment and
27 retaliation describing that wrongful and discriminatory conduct herein alleged, Defendants having
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1 thus committed unlawful employment practices in violation of such statute. Within the time provided
2 by law, Plaintiff filed complaints with the DFEH, in full compliance with these sections, and received
3 right-to-sue letters to file the within causes of action re-alleging such charges of discrimination,
4 harassment and retaliation.

5 **FIRST CAUSE OF ACTION:**
6 **DISCRIMINATION IN VIOLATION OF STATUTE**
7 **(GOVERNMENT CODE § 12940 *et. seq.*)**

8 **(By Plaintiff against Defendants Corday Productions, Inc. and Ken Corday)**

9 47. The allegations set forth in paragraphs 1 through 46 are incorporated herein by
10 reference.

11 48. At all times mentioned herein, Government Code § 12940 *et seq.* was in full force and
12 effect and was binding on the Defendants. These sections require Defendants to refrain from
13 discriminating against any employee on the basis of ethnicity, sex, gender, race, religion, national
14 origin and ancestry, *inter alia*. Within the time provided by the law, Plaintiff filed her complaints
15 with the DFEH, in full compliance with these sections, and received a right-to-sue letters.

16 49. During the course of Plaintiff's employment, she experienced continuous
17 discrimination, disparate treatment, and hostility in the work environment, on the basis of her gender
18 including but not limited to, unfair and hostile treatment and harassment by Defendants, pay
19 inequality and termination.

20 50. Plaintiff believes and thereon alleges that her gender was a factor in Defendants'
21 discrimination. Such discrimination is in violation of Government Code §§ 12940 *et seq.* and has
22 resulted in damage and injury to Plaintiff as alleged herein.

23 51. As a proximate result of Defendants' willful, knowing, and intentional discrimination
24 against Plaintiff, Plaintiff has sustained and continues to sustain substantial economic damages,
25 losses in earnings and other employment benefits.

26 52. As a proximate cause of Defendants' willful, knowing, and intentional discrimination
27 against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and
28 mental and physical pain and anguish, all to her damage in a sum according to proof.

1 **FIFTH CAUSE OF ACTION:**
2 **VIOLATION OF CAL. LABOR CODE § 1102.5**

3 **(By Plaintiff against Defendants Corday Productions, Inc. and Ken Corday)**

4 74. The allegations set forth in Paragraphs 1 through 73 are re-alleged and incorporated
5 herein by reference.

6 75. During the course of her employment with Defendants, Plaintiff complained to
7 Defendants and the HR department at Sony (to whom Defendants referred Plaintiff), about the
8 harassing, discriminatory and retaliatory treatment towards her and other employees, and about
9 Defendants' hostile and offensive work environment. Plaintiff believed this conduct of which she
10 complained was a violation of State and Federal law.

11 76. As alleged above, Defendants retaliated against Plaintiff for making the
12 aforementioned complaints.

13 77. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues to
14 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in
15 a sum according to proof.

16 78. Defendants' conduct as described above was willful, despicable, knowing, and
17 intentional. Accordingly, Plaintiff seeks an award of punitive and exemplary damages in an amount
18 according to proof.

19 79. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff
20 is presently unaware of the precise amount of these expenses and fees and prays leave of court to
21 amend this complaint when the amounts are more fully known.

22 **SIXTH CAUSE OF ACTION:**
23 **VIOLATION OF CAL. LABOR CODE § 1197.5**

24 **(By Plaintiff against Defendant Corday Productions, Inc. and Ken Corday)**

25 80. The allegations set forth in Paragraphs 1 through 79 are re-alleged and incorporated
26 herein by reference.

27 81. Defendants have discriminated against Plaintiff in violation of California Labor Code
28 §1197.5 by paying her, a female, at wage rates less than the wage rates paid to male employees for

1 substantially similar work considering the overall combination of skill, effort and responsibility
2 required. Plaintiff was working under similar working conditions as the other men.

3 82. As a result of Defendants' violation of California Labor Code §1197.5, Plaintiff has
4 suffered and will continue to suffer harm, including but not limited to lost earnings, lost benefits, and
5 other financial loss, as well as non-economic damages.

6 83. Plaintiff is therefore entitled to all legal and equitable remedies available under law,
7 including wages, interest, and liquidated damages.

8 84. Plaintiff is therefore also entitled to costs and attorney's fees.

9 **SEVENTH CAUSE OF ACTION:**
10 **NEGLIGENT HIRING, SUPERVISION AND RETENTION**

11 **(By Plaintiff against Defendant Corday Productions Inc., and Ken Corday)**

12 85. The allegations set forth in Paragraphs 1 through 84 are re-alleged and incorporated
13 herein by reference.

14 86. Defendants hired Allar.

15 87. Alarr was unfit to perform the work for which he was hired.

16 88. Defendants knew, due to numerous prior complaints, or should have known that Alarr
17 was unfit and that this unfitness created a particular risk to others.

18 89. The unfitness of Alarr harmed Plaintiff. As a direct, foreseeable and proximate result
19 of the acts of Defendants, Plaintiff suffered mental anguish, emotional distress in the form of anxiety,
20 depression, embarrassment, and humiliation. Plaintiff is thereby entitled to damages in an amount
21 according to proof at trial

22 90. Defendants' negligence in hiring, supervision and retention of Alarr was a substantial
23 factor in causing Plaintiff's harm.

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1 to any person in interest any money... which may have been acquired by means of such unfair
2 completion.” (See Business and Professions Code § 17203).

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4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

8 1. For an award of compensatory damages, including unpaid wages and other benefits of
9 employment, front pay, and other special and general damages according to proof;

10 2. For an award of mental and emotional distress damages;

11 3. For an award of punitive damages;

12 4. For an award of interest, including pre-judgment and post-judgment interest, at the
13 legal rate;

14 5. For an award of attorney’s fees;

15 6. For an award of costs of suit incurred;

16 7. For restitution;

17 8. For injunctive relief to ensure compliance with the California Government Code §
18 12490, et seq.;

19 9. For all wages due pursuant to California Labor Code §1197.5(h) in an amount to be
20 ascertained at trial;

21 10. For prejudgment interest on unpaid wages pursuant to California Labor Code
22 §1197.5(h) and/or any other applicable provision providing for prejudgment interest;

23 11. For an award to Plaintiff for such other and further relief as the Court deems just and
24 proper.

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1 DATED: February 6, 2024

2 **LAW OFFICES OF ANAHITA SEDAGHATFAR, PC**

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4
5 By: _____/s/_____

6 _____
7 ANAHITA SEDAGHATFAR, ESQ.
8 Attorneys for Plaintiff
9 ARIANNE ZUCKER
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1 Attachment "A"

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3 1. Discrimination in Violation of Statute (California Government Code § 12490, et. seq.)

4 2. Harassment in Violation of Statute (California Government Code § 12490, et. seq.)

5 3. Retaliation in Violation of Statute (California Government Code § 12490, et. seq.)

6 4. Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of Statute
7 (California Government Code § 12490, et. seq.)

8 5. Violation of Labor Code § 1102.5

9 6. Violation of Labor Code § 1197.5

10 7. Negligent Hiring, Supervision and Retention

11 8. Intentional Infliction of Emotional Distress

12 9. Wrongful Termination in Violation of Public Policy

13 10. Breach of Implied Covenant Of Good Faith and Fair Dealing

14 11. Violation of California Business & Professions Code § 17200, et. seq.

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(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, **not** line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

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