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11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES**

24STCV26240

14 PENNY PERRY, an individual,

15 Plaintiff,

16 vs.

17 HALLMARK MEDIA UNITED STATES, LLC.  
18 a Kansas Corporation; LISA HAMILTON  
19 DALY, an individual; RANDY POPE, an  
20 individual, PAUL HODGKINSON, an  
21 individual, and DOES 1-10

22 Defendants.

COMPLAINT FOR:

1. Age Harassment
2. Age Discrimination
3. Disability Harassment
4. Disability Discrimination
5. Failure to Accommodate/Engage in the Interactive Process
6. Retaliation under FEHA
7. Failure to Prevent Harassment, Discrimination, and Retaliation
8. Wrongful Termination
9. Defamation
10. Intentional Infliction of Emotional Distress
11. Violation of Labor Code §1102.5
12. Violation of Labor Code §98.6
13. Unfair Business Practices

REQUEST FOR JURY TRIAL

1 NOW COMES, Plaintiff PENNY PERRY (“Ms. Perry” or “Plaintiff”) who alleges causes  
2 of action against Defendants HALLMARK MEDIA UNITED STATES, LLC (“Hallmark”) a  
3 Kansas Corporation, LISA HAMILTON DALY (“Ms. Hamilton Daly”), an individual, RANDY  
4 POPE, an individual, PAUL HODGKINSON (“Mr. Hodgkinson”), an individual, and DOES 1-10  
5 (collectively, the “Defendants”) as follows:

### 6 INTRODUCTION

7 1. As one Hollywood writer put it: “Hallmark Channel and holidays are almost  
8 synonymous with each other, especially when it comes to the Christmas season. Fans and families  
9 turn to the network’s seemingly endless offering of thematic TV movies to get into the spirit of the  
10 season, and because they know they’re in for a comfy, feel-good ending.” In Ms. Perry’s case,  
11 there was no happy ending, and no feel-good episode to wrap up her career with Hallmark. Instead,  
12 her finale episode was marred by ageist and ableist harassment, and a callous termination which  
13 robbed her of her illustrious career, her pride, and her well-being. The antagonists in Ms. Perry’s  
14 story are the very people who were supposed to protect her and lift her up. Sadly, Hallmark’s happy  
15 endings are stories made for TV only. The reality show is much more sinister.

16 2. This action arises out of Defendants’ torment and harassment of, and discriminatory  
17 conduct directed at, Penny Perry. Ms. Perry is a 79-year old dedicated and well known casting  
18 director, producer, and director of programming. Ms. Perry has decades of experience in  
19 Hollywood, and is well respected in the industry, and by her colleagues and peers. Unfortunately  
20 for Ms. Perry, her career casting household names in feel-good and uplifting Hallmark movies was  
21 abruptly ended, when she was harassed, discriminated against, and then fired by Hallmark. In the  
22 end, Ms. Perry was ambushed in what she believed was a casting meeting, but in truth, was a  
23 termination meeting where Ms. Hamilton Daly, and Mr. Hodgkinson wrongfully terminated her  
24 employment. The Defendants’ vile and ageist conduct is well illustrated in a directly hostile  
25 comment by Ms. Hamilton Daly, who told Ms. Perry she was too “**long in the tooth**” to keep her  
26 job at Hallmark. This comment was just one part of the months of harassment that Ms. Perry was  
27 forced to endure.

28

1           3.       To make matters worse, Ms. Perry suffers from two serious health conditions which  
2 limit her daily life activities, but which do not prevent her from performing her job duties with  
3 reasonable accommodations. The Defendants were fully aware of these conditions, as Ms. Perry  
4 had requested accommodations for months. Those requests were ignored by Defendants, with at  
5 most some lip-service promising that the company would “get to it” eventually.

6           4.       Finally, the Defendants’ malicious conduct is highlighted by the timing of Ms.  
7 Perry’s termination. Ms. Perry had only recently returned to work after having heart surgery. Upon  
8 her return, she was told that her job was being taken away from her, another person was being hired  
9 for a position with a different title, but with the exact same job duties, and that she had only  
10 48-hours to accept a position with a 50% pay cut and lower benefits, or lose her livelihood entirely.  
11 In response, Ms. Perry questioned the timing of the decision, again complained about the age and  
12 disability discrimination she had experienced, and asked to speak with a lawyer. The company  
13 again ignored her complaints.

14           5.       Instead, the company pushed Ms. Perry – who had just had a pacemaker implanted  
15 – to make an on-the-spot decision to accept a demotion and take a massive pay cut or lose her job.  
16 When Ms. Perry literally begged the company to give her more time to think about the tornado of  
17 decisions being thrown at her, specifically so that she could have an opportunity to speak with a  
18 lawyer about her job being taken away, she was fired.

19           6.       Within days of firing Ms. Perry, the company put up an advertisement for a “new”  
20 position that was identical to her prior job duties, and which she easily could have performed for  
21 higher compensation. This position was just recently filled by a younger fully-abled body male who  
22 has the same qualifications and far fewer years of experience than Ms. Perry. In the interim between  
23 that hire and Ms. Perry’s firing, Hallmark contracted Liz Lewis, a substantially younger woman,  
24 who was not nearly as experienced as Ms. Perry, paid her \$30,000 per month to sit in on casting  
25 department meetings, which Ms. Perry had previously done.

26           7.       After her wrongful termination, while Ms. Perry was visiting various physicians due  
27 her worsening physical and emotional conditions, Defendants then knowingly and intentionally  
28 spread false information about Ms. Perry’s termination and her ability to perform her chosen

1 profession. Defendants hid their misconduct by telling Ms. Perry's friends and colleagues that it  
2 was Ms. Perry who had voluntarily quit her job and had rejected an offer of another position with  
3 Hallmark. This was a flat-out lie meant to defame Ms. Perry, and save face for Hallmark.

4 8. Despite receiving a draft of this Complaint which includes Ms. Perry's defamation  
5 claim, Ms. Hamilton Daly recently continued to defame Ms. Perry, by repeating the same untrue  
6 statements about Ms. Perry quitting, to all Hallmark coordinators. Ms. Hamilton Daly even added  
7 that Ms. Perry rejected an offer to work in a position under Jason Wood, her younger and able  
8 bodied replacement, which was knowingly false, and denigrated Ms. Perry and her reputation in  
9 the casting and entertainment business.

10 9. Defendants' malicious harassment, discrimination, and retaliatory conduct has  
11 caused Ms. Perry to lose wages and suffer other economic harm, subject to proof at trial. As a  
12 result of Defendants' conduct, Plaintiff also has suffered severe and ongoing emotional distress and  
13 severe physical injuries, subject to proof at trial.

#### 14 **THE PARTIES**

15 10. At all times relevant, Ms. Perry was and is an adult residing in the County of Los  
16 Angeles in the State of California.

17 11. At all times relevant, Defendant HALLMARK MEDIA UNITED STATES, LLC a  
18 Kansas Corporation; was and is a Kansas limited liability company, with its principal place of  
19 business in Studio City, California, and doing business in the State of California.

20 12. At all times relevant, Defendant LISA HAMILTON DALY was and is an adult  
21 resident of the State of California. Ms. Daly was and is the Executive Vice President of  
22 Programming at Hallmark.

23 13. At all times relevant, Defendant RANDY POPE was and is an adult resident of the  
24 State of California. Mr. Pope was and is the Senior Vice President, Programming and Development  
25 at Hallmark.

26 14. At all times relevant, Defendant PAUL HODGKINSON was and is an adult resident  
27 of the State of California. Mr. Hodgkinson was and is the Vice President, Human Resources at  
28 Hallmark.



1 her residence in the State of California.

2 23. This Court has personal jurisdiction over Defendant Mr. Pope, because of his  
3 residence in the State of California.

4 24. This Court has personal jurisdiction over Defendant Mr. Hodgkinson, because of his  
5 residence in the State of California.

## 6 GENERAL ALLEGATIONS

### 7 A. Ms. Perry is Recruited to Hallmark and Excels in her Position

8 25. Ms. Perry has a long and successful career in Hollywood. Ms. Perry worked for  
9 decades as a casting director, producer, and executive. Ms. Perry's curriculum vitae includes major  
10 titles such as casting for Cocoon, Midnight Express, and Ordinary People.

11 26. Ms. Perry began working for Hallmark on July 16, 2015. At the time, she was  
12 recruited from Larry Levinson Productions, which is the company that makes most of the Hallmark  
13 movies. Ms. Perry was recruited directly by Elizabeth Yost and Michelle Vicary from Hallmark.  
14 Prior to working for Hallmark, Ms. Perry had cast movies at Levinson Productions for almost  
15 fifteen years and was responsible for bringing a large amount of talent and stars to Hallmark.

16 27. Ms. Perry was originally an independent contractor, with an executive office in the  
17 Programming department. On September 26, 2016, Ms. Perry was converted to a full-time  
18 employee as the Vice President, Talent/Casting in Programming.

19 28. Due to her success in her role, in 2019 Ms. Perry was promoted to SVP, Talent and  
20 Casting where she was at an equal level with Randy Pope, SVP, Programming. At that time her  
21 supervisor was Michelle Vicary.

22 29. At the time she began work with Hallmark, Ms. Perry was given responsibilities  
23 commensurate with her experience and success in the industry. Ms. Perry's job duties included, but  
24 were not limited to, casting with the programming for Hallmark's major properties and features.  
25 Ms. Perry oversaw the craft for all of Crown Media which owns the Hallmark Channel. Ms. Perry  
26 negotiated the overall deals, series deals, and original movie deals, on all programming projects,  
27 personally cast the leads herself, and worked with other casting directors to round out the  
28 ensembles.

1           30. Throughout her career, Ms. Perry’s performance reviews were nothing short of  
2 outstanding. On August 24, 2021, Ms. Perry was given a performance review for the period of  
3 January 1, 2020, through December 31, 2020, by Mr. Pope. Not only was she rated above target,  
4 the highest level, but regarding her learning and development, he wrote:

5                           **“Penny is so amazing at so many things.**

6                           **I am not sure what there is left for her to learn.”**

7           31. In or about February 17, 2022, Ms. Perry was given a performance review for the  
8 period of January 1, 2021, through December 31, 2021 by Mr. Pope, which again was outstanding.  
9 Mr. Pope wrote that Ms. Perry’s work ethic is impressive, but:

10                   “[W]e need to create a **new** and more diverse pool of stars as we continue to expand  
11 our story telling in an attempt to attract new audiences. She has created detailed  
12 lists to help identify people we see as potentially being the new faces and establish  
the next generation of Hallmark stars.”

13 This comment was in line with Hallmark’s constant directives to Ms. Perry to cast younger talent.

14           32. On March 9, 2023, Ms. Perry was given a performance review for the period of  
15 January 1, 2022, through December 31, 2022, by Mr. Pope, which again was stupendous and above  
16 target. Mr. Pope wrote:

17                   “I believe what Penny accomplishes year to year is unrivaled in the industry.  
18 Nowhere else will you find a small three person casting department tasked with  
19 casting nearly 90 movies and series while maintaining her strong relationships with  
20 the group of talent that has helped build the network... I believe what Penny  
accomplishes year to year is unrivaled in the industry... she is one of the best  
21 negotiators I have ever known and can close deals like no one else.”

22 Again, Mr. Pope wrote that Ms. Perry’s priorities should be to “**seek new talent,**” which was a  
23 euphemism for finding younger talent.

24           33. In or about February 17, 2024, Ms. Perry was given a performance review for the  
25 period of January 1, 2023, through December 31, 2023, by Mr. Pope, which again was nothing  
26 short of outstanding. Mr. Pope wrote:

1 “Under Penny’s guidance, we managed to not only survive but thrive during two  
2 longest strikes in industry history... Under Penny’s guidance, we put together an  
3 initiative to roll back our talent fees... I am not sure how she managed to do it, but  
4 they all understood and accepted the change...”

5 This was the last review Ms. Perry ever received from Hallmark.

6 **B. Ms. Perry’s Health Conditions**

7 34. Ms. Perry suffers from several serious health conditions of which Hallmark was  
8 fully aware. First, Ms. Perry has been coping with relapsing-remitting multiple sclerosis (“RRMS”)  
9 since in or about 2001, which went into remission in or about 2010. The remission occurred due  
10 to chemotherapy Ms. Perry was undergoing for breast cancer, following her double mastectomy  
11 and radiation treatment in 2007-2008. Ms. Perry’s MS symptoms returned after Lisa Hamilton Daly  
12 unleashed her reign of terror against Ms. Perry and she was required to report to Mr. Pope, who  
13 was her equal.

14 35. Due to Ms. Perry’s RRMS, she is unable to engage in certain daily activities.  
15 In particular, Ms. Perry struggles with her equilibrium and is prone to imbalance, muscle stiffness,  
16 and related symptoms. Ms. Perry also is legally blind in her left eye. Due to these symptoms,  
17 Ms. Perry can experience falls and injury, and reduced activity participation.

18 36. The Hallmark building where Ms. Perry works has a non-functioning handicap  
19 elevator. For years, Ms. Perry asked Hallmark to accommodate her by having the handicapped  
20 elevator repaired. While working under Michelle Vicary, Ms. Perry was given a key card to enter  
21 from the garage. Then, after Lisa Hamilton Daly came on board, Ms. Perry’s access card was taken  
22 away from her – without any explanation. After her card was taken away, and she was forced to  
23 endure the humiliation of being denied regular access to the office due to her disability, **Ms. Perry**  
24 **called Mr. Hodgkinson to ask for her access card to be restored, and he refused.** Since that  
25 time, Ms. Perry had to sit and wait for a security guard to buzz her into the main building lobby. If  
26 there was no security guard available, Ms. Perry would have to wait for someone to help her, since  
27 the stairway in front of the Hallmark building was too steep for her to walk up and down, and at an  
28 angle, and only had one handrail. The limitations imposed by Hallmark essentially trapped Ms.  
Perry in the building, and she was only able to leave, or even go to lunch, if someone drove her



1 from the garage.

2 37. Due to Hallmark's failure to accommodate Ms. Perry and failure to have her  
3 handicapped access restored, there were times Ms. Perry could not go to lunch with other Hallmark  
4 employees because she could not go down the front stairs. These simple, inexpensive, and  
5 reasonable accommodations were not provided to Ms. Perry . Indeed, they were withheld from her  
6 by Ms. Hamilton Daly to pressure Ms. Perry to quit.

7 38. The humiliation of Ms. Perry by Hallmark extended beyond the handicap elevator.  
8 On or about February 28, 2024, management at the Hallmark building thought there was a fire in  
9 the garage. Instead of helping Ms. Perry out of the building when everyone started filing out, or  
10 otherwise accommodating Ms. Perry, Hallmark subjected Ms. Perry to humiliating and differential  
11 treatment from her coworkers. Ms. Perry was unable to take the handicap elevator, since it was not  
12 working, and no one was there to help her down the stairs, so she had no choice but to take the  
13 regular elevator down to the lobby. From there, she was not able to take the stairs outside to leave  
14 the building due to her health conditions. Hallmark's representatives put Ms. Perry in a position  
15 where she was told that she would be "carried down" outside, in front of her coworkers, if she was  
16 unable to exit the building on her own.

17 39. A month before her termination, Ms. Perry wrote Hallmark to again complain about  
18 the ongoing failure to accommodate. Ms. Perry wrote, in part:

19 "I believe waiting for over six years to get the garage fixed seems to be not a priority  
20 for Hallmark but it is one for me."

21 40. When Ms. Perry complained about the handicapped elevator yet again after the fire  
22 drill, she was demeaned and told: "[F]ortunately there was not a fire, and instead a faulty alarm  
23 sensor that was triggered which led to the evacuation." Hallmark's response ignored the failure to  
24 accommodate entirely, and dismissed Ms. Perry's complaint since the fire was only a drill, and not  
25 a real fire, where she would have been trapped.

26 41. In addition, Ms. Perry suffered an appendicitis attack and severe stomach pains on  
27 or about June 3, 2023, and a second time on or about March 20, 2024. During the second attack,  
28 Ms. Perry was rushed to the cardiac department because her heartbeat had dropped, which required

1 emergency surgery to insert a pacemaker. Upon information and belief, it was during the time that  
2 Ms. Perry was out of the office, having surgery, and that Defendants came up with a plan to push  
3 Ms. Perry out of her job, and fire her if she would not willingly leave. Indeed, upon Ms. Perry's  
4 return from her life-saving procedure, she was openly discriminated against and set up for  
5 termination.

6 **C. Ms. Perry's Suffers Harassment and Discrimination on the Basis of her Age.**

7 42. For years, Ms. Perry excelled in her position at Hallmark. However, her career was  
8 brought to an ignominious end when Hallmark assigned Ms. Perry to work for Ms. Hamilton Daly  
9 in September 2021. Unbeknownst to Ms. Perry, Ms. Hamilton Daly had it out for her and wanted  
10 to move her out of the company due to her age, and her complaints that the company was refusing  
11 to accommodate her life limiting health conditions.

12 43. Soon after meeting Ms. Perry, Ms. Hamilton Daly decided she was too old to work  
13 in her position and maneuvered to push her out of the company. First, Ms. Perry had reported to  
14 Michelle Vicary, the EVP of Programming, for many years. When Ms. Hamilton Daly took over  
15 the EVP of Programming position, she did not want Ms. Perry reporting to her directly. Ms.  
16 Hamilton Daly then took adverse action against Ms. Perry and lowered her in the reporting chain  
17 to report to Randy Pope instead. The shift was humiliating for Ms. Perry, as she and Mr. Pope had  
18 been equals for years prior.

19 44. Then, Ms. Hamilton Daly moved Ms. Perry from the programming department, and  
20 down to the third floor with the Production team. Ms. Hamilton Daly was fully aware of Ms.  
21 Perry's health condition and that going up and down stairs and elevators could impact her vertigo  
22 and equilibrium. Going up and down between floors from the third floor was indeed difficult for  
23 Ms. Perry, and greatly impacted her health.

24 45. In addition, Ms. Hamilton Daly showed an open disdain for Ms. Perry, and made it  
25 clear to Ms. Perry that she did not want to deal with her. On one occasion, Ms. Hamilton Daly even  
26 slammed the door in Ms. Perry's face. At the time, Ms. Perry was waiting outside another  
27 employee's office to speak with them, and Ms. Hamilton Daly walked right in front of Ms. Perry,  
28 cut in front of her, and slammed the door to the office in her face.

1           46.     On many occasions, Ms. Hamilton Daly refused to respond to Ms. Perry's questions.  
2     On another occasion Ms. Hamilton Daly told Ms. Perry she had "too much on her plate" to interact  
3     with Ms. Perry. To Ms. Perry's embarrassment, such incredibly rude and demeaning incidents were  
4     witnessed by Ms. Perry's colleagues who commented on the manner in which Ms. Perry was  
5     singled out by Ms. Hamilton Daly. Ms. Hamilton Daly's refusal to interact with Ms. Perry was  
6     more than demeaning, it also greatly impacted Ms. Perry's job, as she had to ask for approvals for  
7     deals, and was routinely met with evasion and blocking by Ms. Hamilton Daly.

8           47.     During this same time, Ms. Perry was told by a co-worker that Mr. Pope had stated  
9     that Ms. Perry was a "lot to handle," and that he would take Ms. Perry so Ms. Hamilton Daly did  
10    not have to interact with her. Ms. Perry was also told that Ms. Hamilton Daly had stated that she  
11    did not like Ms. Perry.

12          48.     Ms. Hamilton Daly also began to exclude Ms. Perry and cut her out of important  
13    SVP meetings. Ms. Hamilton Daly also removed Ms. Perry from zoom meetings and would  
14    routinely cancel casting meetings Ms. Perry was supposed to have with her. Ms. Perry was also  
15    excluded from development meetings and other office events that she had regularly attended for  
16    years.

17          49.     Next, Ms. Perry had her job responsibilities taken away. On a new series, Chicken  
18    Sisters, which Ms. Perry had begun working on, she was suddenly informed that Hallmark (Ms.  
19    Hamilton Daly) had instead hired outside casting services, and that her work on the project was no  
20    longer needed. Ms. Perry had not been informed of the decision to hire outside services until it had  
21    already occurred, and she was not consulted on the decision beforehand. At the time, Ms. Perry's  
22    casting lists were already completed, and were then used by the outside casting service and sent to  
23    producers. Prior to the diminishment of Ms. Perry's role by Ms. Hamilton Daly, Ms. Perry had  
24    always been involved in all Hallmark series and projects.

25          50.     In another instance, prior to Ms. Hamilton Daly's hiring, Ms. Perry had been  
26    working on a programming retreat for Hallmark. When Ms. Hamilton Daly arrived and met Ms.  
27    Perry, she took the project from her and scheduled the retreat at a hotel in Santa Monica which did  
28    not have handicapped access to the areas of the hotel where the meetings were to be held.

1           51.     Many of the executives of Hallmark were given hotel rooms at the hotel to make  
2 their commute easier. Ms. Perry requested that she be given a room as an accommodation to make  
3 her commute to the event easier, and to lessen her symptoms that could develop along the way. As  
4 part of Hallmark’s discrimination, that request was denied.

5           52.     As a result, Ms. Perry was required to bring her daughter, who was her caretaker, to  
6 help her get around the retreat, especially because the events were held in rooms which did not have  
7 handicap access. Ms. Perry was again singled out and treated differently than the rest of the  
8 Hallmark staff, and at Ms. Hamilton Daly’s arranging.

9           53.     On August 14, 2023, Ms. Perry had lunch with Jonathan Sichel, EVP General  
10 Counsel/Head of Business Affairs Hallmark Media. Ms. Perry felt that she could confide in Mr.  
11 Sichel, because he had always been very respectful to her and treated her kindly. At that lunch,  
12 Ms. Perry shared with Mr. Sichel her concern and complaints about how she had been moved to  
13 the production department and asked him why she was not reporting to an EVP, instead of to  
14 Mr. Pope. Mr. Sichel agreed that it was not a proper chain of reporting for Ms. Perry, and that it  
15 was highly unusual. Ms. Perry also asked if she was going to be the next one to be fired from the  
16 company. Mr. Sichel assured her that the company could not afford to lose her, as she was integral  
17 to Hallmark.

18           54.     In addition, on multiple occasions, Ms. Hamilton Daly was openly hostile and  
19 harassed Ms. Perry about her age. Ms. Hamilton Daly even made vile ageist comments to Ms.  
20 Perry such as:

21                           **“You are too long in the tooth.”**

22                           **“Aren’t you a little long in the tooth...?”**

23                           **“We need to bring in someone (other than you) who knows**  
24                           **more young talent.”**

25                           **“Our leading ladies are aging out. We need to find new talent to**  
26                           **take their place.”**

27                           **“I want young people like Hunter King”**  
28                           **(who at that time was in her mid-20’s)”**

1 **“We need fresh new faces here.”**

2 **“The talent (in reference to Lacey Chabert, Elizabeth Mitchell, Catherine**  
3 **Bell, Alison Sweeney, Autumn Reeser, Kelly Martin, Nikki Deloach, Rachel**  
4 **Boston, Brennan Elliott, Cameron Mathieson, Paul Greene, Eric Close [as to**  
5 **acting, not directing], and Terry Hatcher) keeps getting older and we need to**  
6 **find replacements for them.”**

7 55. Ms. Hamilton Daly constantly made reference to age and cited age as a negative  
8 attribute which did not fit with her image of Hallmark. Ms. Hamilton Daly also instructed Ms.  
9 Perry **not to cast “old people”** in Hallmark roles. Ms. Hamilton Daly also told Ms. Perry that they  
10 needed to “replace” the “old talent.” For example, Ms. Hamilton Daly stated:

11 **As to actress Holly Robinson Peete: “No one wants her because she’s too**  
12 **expensive and getting too old. She can’t play leading roles anymore.”**

13 **As to actress Lacey Chabert: “Lacy’s getting older and we have to find**  
14 **someone like her to replace her as she gets older.”**

15 56. All the while, Ms. Perry asked Ms. Hamilton Daly if she could have her office  
16 moved back onto the Programming floor, since the work environment was better for her when she  
17 was working with her own department. Ms. Hamilton Daly paid lip-service to the request to  
18 improve the work environment and claimed that she would “revisit it” with Ms. Perry. Of course,  
19 she never did. These reports constituted direct complaints to the Company and requests for  
20 accommodations which Ms. Hamilton Daly ignored in an open act of retaliation against Ms. Perry.

21 57. At the same time, Ms. Perry suffered rampant harassment by Mr. Pope who was  
22 abusive and tormented her regularly. This harassment was particularly hurtful, as Ms. Perry has  
23 been colleagues with Mr. Pope since working at Levinson Productions prior to Hallmark, and his  
24 reviews of her were at odds with his treatment of her.

25 58. After Ms. Hamilton-Daly took over, Ms. Perry was suddenly overloaded with  
26 additional job duties and an insurmountable amount of work that no one person could accomplish  
27 which included, casting for additional movies, series, Mahogany, unscripted, as well as, preparing  
28 databases of casting directors and actors, which was straight from Hallmark’s playbook when they

1 sought to push out other employees in their 60's and 70's because of their age. Even though Ms.  
2 Perry Ms. Perry accomplished everything with an outstanding 2023 review, Mr. Pope criticized her  
3 for "just getting the tasks done," while acknowledging that she had to deal with having to cast 90  
4 movies a year, plus Hallmark's series, in addition to helping out with unscripted.

5 59. After Ms. Hamilton Daly came on board, and put Mr. Pope above Ms. Perry, Mr.  
6 Mr. Pope was openly hostile towards Ms. Perry, and upon information and belief, treated her with  
7 disdain based on her age and complaints. Indeed, the harassment became so severe, that Ms. Perry  
8 complained to Samantha DiPippo the SVP of Programming, who told Ms. Perry that she should  
9 report Mr. Pope's conduct. Ms. Perry was terrified to do so, believing that if she complained about  
10 Mr. Pope she would be fired.

11 60. Mr. Pope watched Ms. Perry's every move. Even though she incurred no expenses  
12 on travel while her coworkers flew to and from NY, Canada, Europe, and elsewhere at Hallmark's  
13 expense, Mr. Pope questioned her use of the company credit card which is an important part of  
14 soliciting talent. Mr. Pope interrogated her on whether a guest she hosted was worthy of Hallmark  
15 expense, even questioning who ate what during a meal, and ultimately applying a limit around  
16 Christmas 2023 which was a crucial time to meet with talent. Mr. Pope even questioned Ms. Perry's  
17 charge for parking at the hotel where a retreat was being held, which was directly related to her  
18 disability as she needed to have transportation to and from the event. Upon information and belief,  
19 no other employee's expenses were scrutinized to the same degree, and no other employee was  
20 subjected to the same limits as Ms. Perry.

21 61. Other harassment by Mr. Pope was pettier and schoolyard. For example, Mr. Pope  
22 often ridiculed Ms. Perry for her RRMS, by mocking her when she would mispronounce words or  
23 names. Mispronunciation is a symptom of Ms. Perry's RRMS, and she made Mr. Pope aware of  
24 this fact. Rather than acting maturely and respectfully in response to this information, Mr. Pope  
25 would laugh at Ms. Perry, ridicule and mock her for mispronouncing words.

26 62. In yet another incident, Ms. Perry sent out an email wherein her computer  
27 autocorrected a client's name to another word in the subject line. This was nothing more than her  
28 email program autocorrecting a name, thinking it was a typo – a standard and innocuous event in

1 any office setting. There were no errors in the email itself or in the attachment deal proposal.  
2 Mr. Pope used the incident as an excuse to harass and berate Ms. Perry. Ms. Perry explained to  
3 Mr. Pope that the autocorrect was unintentional, and a minor mistake. Mr. Pope dismissed Ms.  
4 Perry's explanation, and then warned Ms. Perry: **"I'm going to ride you about everything."**

5 63. In yet another incident close in time to her termination, Mr. Pope instructed Ms.  
6 Perry that she would have to attend a company event in Kansas City, in person. However, Ms.  
7 Perry cannot fly because her lymph nodes were removed when she had her double mastectomy,  
8 and the pressure from the airplane could result in a life-threatening event. Ms. Perry told Mr. Pope  
9 that she could not fly to Kansas City due to her disabilities. In response, Mr. Pope told Ms. Perry  
10 that she had to attend the retreat in person – despite knowing that her disability prevented her from  
11 doing so – saying: "You have to go."

12 64. Ms. Perry then contacted Sabrina Wiewel, Chief Administrative Officer at Hallmark  
13 Cards, Inc., to advise that due to her RRMS, she would be unable to walk between the various  
14 events. Ms. Perry emailed Hallmark on March 4, 2024, to ask for an accommodation, stating:

15 "As much as I would like to participate in the trip to Kansas City, I wanted to make  
16 you aware that I am physically unable to fly due to my lymphedema caused by my  
17 breast cancer and the removal of most of the nodes and my multiple sclerosis. The  
18 pressure in the cabin causes swelling of my lymph glades and the MS makes my  
19 equilibrium unsteady. My breast cancer occurred in 2007 with a double  
20 mastectomy, my Oncologist is Dr. David Hoffman at Cedar Sinai and my MS was  
21 diagnosed in 2003. My doctor is Lesley Weiner who was head of neurology at USC.  
22 When I was hired it was disclosed to Charles Stanford, Michelle Vicary and Bill  
23 Abbott. Randy Pope knew of my condition when I was working with him at Larry  
24 Levinson Production previously. This condition does not affect my work or coming  
25 into the office in LA.

26 If there a way I can participate thru zoom I would love to be part of it."

27 65. Sometime thereafter, Ms. Perry was informed by Ms. Wiewel – not by Mr. Pope –  
28 that the company would allow her to attend remotely. However, Ms. Perry was never provided with  
any information as to how or when she would be attending. Then, Ms. Perry followed up on April  
10, 2024, stating:

"Please let me know if you have any information on what I might zoom into for the

1 Kansas City trip. Thank you.”

2 66. Ms. Perry was forced to go over Mr. Pope’s head to obtain permission to attend by  
3 zoom. Unfortunately, she was never able to attend this meeting by Zoom, and was never given an  
4 accommodation, since she was abruptly terminated before the meeting was to occur.

5 67. In late March 2024, after Ms. Perry’s most recent hospitalization for appendicitis  
6 and heart complications, Ms. Perry advised Mr. Pope that she was able to and wanted to work from  
7 home while she healed. In response, Mr. Pope continually pressured Ms. Perry to take medical  
8 leave over her objections. Mr. Pope was trying to get Ms. Perry to stop working on her projects so  
9 that he could reassign them to another person and make Ms. Perry redundant. Ms. Perry had to  
10 inform HR that she was already working and did not leave a medical leave of absence and asked  
11 them not to allow Mr. Pope to force her to take a leave.

12 **D. Ms. Perry’s Wrongful Termination**

13 68. After months of complaints about her need for accommodations, and having her role  
14 reduced, and after she requested to be moved back to a less hostile role and environment, the  
15 company wrongfully terminated Ms. Perry.

16 69. On April 10, 2024, Ms. Perry thought she was attending a casting meeting. Instead,  
17 when she signed onto the meeting, she was greeted by Ms. Hamilton Daly and Mr. Hodgkinson  
18 from Human Resources. Ms. Perry thought she was in the wrong zoom room. Ms. Perry was then  
19 told by the company that her position was being eliminated. The company told Ms. Perry she had  
20 48-hours to accept a lower position, with a more than 50% pay cut, or she would be terminated.  
21 Ms. Perry was given a complex legal agreement, with terms preventing her from ever speaking  
22 about her mistreatment by Defendants, waiving all of her legal rights, waiving her right to file  
23 claims for age and disability discrimination, and told she had to sign the papers as a condition of  
24 accepting the 50% pay cut.

25 70. During the meeting Ms. Perry was informed of the amount of the pay cut. After the  
26 meeting, Hallmark reneged and told her the pay cut would actually be even less. Again, the  
27 company was trying to force Ms. Perry out. Ms. Perry was caught off guard, distraught, and afraid.  
28 Most of all, Ms. Perry was devastated by how she was being treated.



1           71. Ms. Perry also asked if she could have, or apply for, the position that the company  
2 was creating to replace her with, and for which they said they were going to advertise.  
3 Ms. Hamilton Daly responded that the new position was outside of Ms. Perry’s scope, and that they  
4 only wanted her to do “Movies of the Week.” As Ms. Perry later discovered, the advertised position  
5 was the same as her prior position, and was entirely within her scope.

6           72. In response, Ms. Perry said she needed time to consider the legal paperwork being  
7 put in front of her. Ms. Perry asked for permission to take time to talk to a lawyer, to have someone  
8 explain the documents to her. Ms. Perry was simply told “no,” and Mr. Hodgkinson curtly told  
9 Ms. Perry that she had only 48-hours to sign, or lose everything.

10           73. On April 11, 2024, Mr. Hodgkinson demanded a meeting with Ms. Perry to take  
11 place at 3:00 p.m., so that he could force her to make a rushed decision on accepting a 50% pay  
12 decrease and signing a confidentiality agreement, before she could talk to a lawyer. In response,  
13 Ms. Perry again asked for time to talk to an attorney, writing:

14           “I am happy to listen to anything that you want to add at 3 pm today, however I  
15 really would like the opportunity to talk to my attorney before making this life  
16 changing decision.”

17           74. Mr. Hodgkinson ignored Ms. Perry. Instead, he ominously told her that he was going  
18 to be on the conference call in “10 minutes.”

19           75. At 3:11 p.m. on April 11, 2024, Ms. Perry followed up with Mr. Hodgkinson. She  
20 again reported her ongoing concerns of discrimination, and expressed her fear that the company  
21 was taking negative job actions against her in retaliation for her complaints:

22           “Paul,

23           I am also deeply concerned about the timing of all of this. I have been enduring a  
24 lot at the company, and it seems like this is happening now to make things  
unbearable for me.

25           For an example, I want to make you aware of a comment that was made to me by  
26 an executive at Hallmark that I found extremely offensive and upsetting. In short,  
27 I was told that I am “long in the tooth” and questioned about whether I “knew young  
28 talent”. I think my reputation and work speaks for itself and the young talent that I  
have brought into the company. I feel my age has nothing to do with my work. I

1 have been casting young talent for years and discovered new faces both here and  
2 elsewhere.

3 The comment that was said to me is only part of what I have been dealing with. I  
4 really feel like that was age discrimination. On top of that, I have been dealing with  
5 issues regarding Hallmark not addressing the handicap provision I have requested  
6 many times. I have also just come back from a medical procedure, and the timing  
7 of all this is not ok with me. It feels like the company want to rush me into a  
8 decision and not have time to discuss with my attorney.

9 I am asking until the end of next week so I can speak to my attorney.

10 My best,

11 Penny Perry”

12 76. Incredibly, Mr. Hodgkinson did not respond. Instead, he called Ms. Perry and  
13 pressured her to sign the confidentiality agreement and take a pay cut or be fired. Mr. Hodgkinson  
14 began the call by being aggressive and cutting Ms. Perry off when she tried to ask a question.

15 77. Mr. Hodgkinson then told Ms. Perry that if she did not sign the agreement, she would  
16 be fired as of 4:00 p.m. on April 12, 2024. Mr. Hodgkinson claimed that the reason for the deadlines  
17 was that the company had to advertise the new position. When Ms. Perry again asked to have time  
18 to talk to an attorney because of everything that was happening to her, Mr. Hodgkinson told her  
19 she would not be given any more time.

20 78. Ms. Perry then asked why she was not being offered a VP position, instead of the  
21 significant demotion to the Director position. Ms. Perry pointed out that there was a critical  
22 difference in the positions, because the VP title would have allowed Ms. Perry to keep her life  
23 insurance and bonuses (which Ms. Perry very much needed). Mr. Hodgkinson replied that there  
24 was no VP position for Ms. Perry, period.

25 79. On April 12, 2024, Ms. Perry again wrote to Mr. Hodgkinson, and again asked for  
26 help, and again asked for more time to just speak with counsel before making a life-altering  
27 decision, after months of harassment and discrimination. Ms. Perry wrote:

28 “I am writing to follow up on our calls this past week, and my email of yesterday.  
I am very concerned and upset that nobody has responded to me. I feel like I have  
put in years of work here and the company is now giving me an ultimatum on short

1 time and without a chance to consider what is happening.

2 I also want to confirm what happened in our call yesterday 4/11. I felt your tone  
3 was overly aggressive on the call. You would not allow me to ask any clarifying  
4 question until you were finished speaking.

5 You also said that I have until 4:00 pm today 4/12/2024 to take the terms because  
6 my position will be gone. The terms you gave me on Wednesday 4/10 at 5:00 pm  
7 are reducing my title, and my income by a huge amount, and more than 50% when  
8 factoring in bonuses and benefits. The company knows that I have a family that  
9 relies on me and my job, and it would be incredibly hard for me to be forced to take  
10 a lower title position and with such a reduction in pay. That is part of why I've been  
11 asking you to let me talk to an attorney and consider what is happening.

12 You also said that my job position is being terminated at 4:00 pm today, and that  
13 the company is going to be putting out an ad for an SVP position. I asked why you  
14 did not consider making me a VP instead of the lower Director of Casting position.  
15 You said that the position doesn't exist. But clearly someone is going to be doing  
16 the same job I have been doing.

17 Also, I sent you an email yesterday that follows up on a long history of issues that  
18 I have been experiencing and have made the company aware of. This includes the  
19 issue with comments about my age, and my medical condition that I have been  
20 asking the company to address for a long time. I am concerned that you have not  
21 responded yet.

22 I again want to ask that you just give me some more time to consider what is  
23 happening here and to talk with my attorney about it. I know the executives are  
24 going to be in Kansas City next week, so it seems like there should be time for me  
25 to consider this new situation you told me about just this week on Wednesday 4/10.  
26 I have always been dedicated to my job and career and don't want it to be derailed  
27 like this.

28 Please let me know.”

80. Once again, Mr. Hodgkinson ignored Ms. Perry's pleas. Instead, on April 12, 2024,  
at 2:47 p.m., Mr. Hodgkinson called Ms. Perry on her personal cell phone. Mr. Hodgkinson told  
Ms. Perry she had to accept the lower position, and major pay cut, and sign a release, or be fired.  
Once again, Ms. Perry told Mr. Hodgkinson that due to the suddenness of the company's actions,  
and her ongoing complaints about harassment and discrimination, and the complexity of the  
documents she was being told to sign, she needed more time to speak with her counsel before

1 making a decision.

2 81. In an open act of discrimination and an effort to cause Ms. Perry emotional distress,  
3 Mr. Hodgkinson then told Ms. Perry that he was taking her request to speak with counsel as her  
4 acceptance of termination. Mr. Hodgkinson played dumb and told Ms. Perry that she was not  
5 allowed to have time to speak with her attorney, and that by asking to speak with an attorney, she  
6 was quitting her job. By so doing, Mr. Hodgkinson, on behalf of Hallmark, pushed Ms. Perry out  
7 other job, and stripped her of her livelihood at a time when she was recovering from surgery, and  
8 extremely vulnerable.

9 82. Later that evening, Mr. Hodgkinson wrote to create his own version of the record.  
10 He did not respond to Ms. Perry's April 12, 2024, and tried to create a standalone version.

11 83. After firing Ms. Perry, on April 15, 2024, Mr. Hodgkinson emailed Ms. Perry  
12 claiming that her April 11, 2024, email to him, wherein she reported harassing comments by a  
13 Hallmark executive and other unlawful conduct, was the first time she reported this matter, and that  
14 he was now initiating an investigation immediately which would require her to meet with him for  
15 an interview. As to the handicap elevator, Mr. Hodgkinson stated that the Company was "working"  
16 with the building administration to fix it. Although Ms. Perry was in the midst of obtaining  
17 immediate medical treatment for her and her husband's medical emergencies during this time, to  
18 Ms. Perry's knowledge, no investigation was conducted, and the elevator remains inoperable.  
19 Even if it were fixed, it would be of no use to Ms. Perry, who already had been fired by Hallmark.  
20 To add insult to injury, for days following the wrongful termination, Mr. Hodgkinson and other HR  
21 representatives called Ms. Perry and told her to get her personal belongings out of Hallmark, since  
22 she had been terminated by the company. Mr. Perry also left Ms. Perry a message saying that he  
23 was demanding that she come back to the office, do an exit interview, and return Hallmark's  
24 property – none of which Ms. Perry is required to do by law. Indeed, Mr. Hodgkinson was hoping  
25 to get Ms. Perry to come to the office, so he could threaten and pressure her into signing a release.  
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1                                    **Hallmark Hired a Younger, Fully Abled Man, to Replace Ms. Perry**

2            84.     As a further illustration of Hallmark’s animus, within days of firing Ms. Perry, the  
3 company put up an advertisement for a “new” position” entitled, “SVP of Talent Engagement and  
4 Strategy” (which has since been taken down) that was identical to her prior job duties, and which  
5 Ms. Perry easily could have performed. The company simply got rid of Ms. Perry, and then went  
6 out and advertised for someone else to do her exact job.

7            85.     This position was just recently filled by a younger fully abled male. In the interim  
8 between that hire and Ms. Perry’s firing, Hallmark contracted Liz Lewis, a substantially younger  
9 fully abled woman, who was not nearly as experienced as Ms. Perry, paid her \$30,000 per month  
10 to sit in on casting department meetings and reportedly did not know what she was doing.

11           86.     The facts bear out that the Company simply got rid of Ms. Perry, and then went out  
12 and advertised for someone else to do her exact job. Indeed, on August 21, 2024, Hallmark  
13 announced that Jason Wood, a younger fully abled man, who was the head of casting from Lifetime  
14 and A&E, as the new “Senior Vice President of Talent Engagement and Strategy” at Hallmark to  
15 replace Ms. Perry, performing her same duties.

16           **E.     Hallmark Defamed Ms. Perry**

17           87.     After her wrongful termination, while Ms. Perry was visiting various physicians due  
18 to her worsened medical conditions, Defendants then knowingly and intentionally spread false  
19 information about Ms. Perry’s termination and her ability to perform her chosen profession.  
20 Defendants hid their misconduct by telling Ms. Perry’s friends and colleagues that she had  
21 voluntarily quit her job and had rejected an offer of another position with Hallmark.

22           88.     During this same time, Ms. Perry was inundated with phone calls, emails, and texts,  
23 which confirmed that Hallmark had spread misinformation about her wrongful termination. For  
24 example, Ms. Vicary who Ms. Perry remained friends with after she left Hallmark texted Ms. Perry  
25 on April 27, 2024:

26                    “I am praying for you. Do you know you have to turn down or accept the job they  
27 offered you? Randy (who knew nothing) told me to ask you...confidential of  
28 course....”

1           When Ms. Perry didn't respond, Ms. Vicary texted again, "Penny?"

2           89.     Despite receiving the draft Complaint which includes the defamation claim, Ms.  
3 Hamilton Daly recently continued to defame Ms. Perry, by repeating the same untrue statements  
4 about Ms. Perry quitting to all Hallmark coordinators. In addition, Ms. Hamilton Daly added that  
5 Ms. Perry rejected an offer to work in a position under Mr. Wood. Both statements were knowingly  
6 false, and denigrated Ms. Perry and her reputation in the casting and entertainment business.

7           **F.     Ms. Perry was Severely Harmed by Defendants' Illegal Conduct**

8           90.     As a consequence of Defendants' conduct, Plaintiff has suffered and continues to  
9 suffer physical damages, including, gastrointestinal issues, psychological and emotional distress,  
10 panic attacks, humiliation, and mental and physical pain and anguish, in a sum to be proven at trial.

11          91.     Within days of her wrongful termination, Ms. Perry suffered severe emotional and  
12 physical symptoms, causing her to need immediate medical attention. Indeed, on April 12, 2024,  
13 Ms. Perry's incision for her pacemaker opened up which required immediate medical attention.

14          92.     In addition, the shock of the termination and the disruption to her family's finances  
15 caused Ms. Perry's husband to suffer severe physical symptoms and a worsened heart condition as  
16 well requiring immediate medical care. On April 15, 2024 – on the same day Mr. Hodgkinson  
17 requested interview dates for his so-called investigation of her claims-- Ms. Perry's husband had  
18 gone into AFib. On April 18, 2024, her husband had a heart procedure in which a Watchman  
19 implant was inserted to prevent blood clots, all while Ms. Perry met with her own physicians and  
20 was rushed into an immediate vascular ultrasound where she learned that there was a blood clot in  
21 her vein as a result of the incision from her pacemaker which needed to be drained and heal putting  
22 off all other medical procedures, including, her appendectomy, which she still has not had to this  
23 day. In addition, the stress of the termination resulted in the return of her RRMS symptoms which  
24 included tingling, joint pain, and loss of equilibrium.

25          93.     As a consequence of Defendants' conduct, Plaintiff has suffered and continues to  
26 suffer harm, including lost past and future income and employment benefits, damage to her  
27 reputation, lost wages, in a sum to be proven at trial.

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1           94.     After her wrongful termination, Ms. Perry has sent over 300 inquiries for new  
2 employment and has had no luck landing any full-time employment offers. Indeed, the vast  
3 majority of her contacts she made were while she was employed at Hallmark and continue to  
4 conduct business with Hallmark such that she fears that the termination and Hallmark's defamation  
5 has put an abrupt end to her career.

6           95.     Defendants' conduct was committed with malice within the meaning of California  
7 Civil Code section 3294, including that (a) defendants acted with intent to cause injury to Plaintiff  
8 and/or acted with reckless disregard for Plaintiff's injury, including by taking other adverse job  
9 actions against Plaintiff because of her age, disability, and/or good faith complaints, and/or (b)  
10 Defendants' conduct was despicable and committed in willful and conscious disregard of Plaintiff's  
11 rights, health, and safety, including Plaintiff's rights to be free of discrimination, harassment, and  
12 retaliation.

13           96.     In addition, Defendants' conduct was committed with oppression within the  
14 meaning of California Civil Code section 3294, including that Defendants' actions against Plaintiff  
15 because of her age, disability, and/or good faith complaints, were "despicable" and subjected  
16 Plaintiff to cruel and unjust hardship, in knowing disregard of Plaintiff's rights to a workplace free  
17 of harassment, discrimination, and retaliation.

18           97.     In addition, Defendants' conduct, as alleged, was fraudulent within the meaning of  
19 California Civil Code section 3294, including that Defendants asserted false (pretextual) grounds  
20 for adverse job actions, thereby causing Plaintiff hardship and deprive her of legal rights.

21           98.     Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

22           99.     Prior to filing this action, Plaintiff exhausted her administrative remedies by filing  
23 a timely administrative complaint with the California Civil Rights Department and receiving a  
24 right-to-sue letter.

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**FIRST CAUSE OF ACTION**

**Age Harassment**

**(Against all Defendants and DOES 1-10)**

100. Plaintiff incorporates the paragraphs above as though fully set forth herein.

101. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was in full force and effect and was binding on Defendants. This statute requires Defendants to refrain from harassing their employees on the basis of age, and from creating a hostile work environment. Within the time provided by law, Plaintiff filed a complaint with the California Civil Rights Department, in full compliance with administrative requirements, and received a right-to-sue letter.

102. As identified herein, during Plaintiff’s employment with Defendants, Defendants engaged in actions that constituted harassment of Plaintiff on the basis of age and failed to take actions to stop it. These actions created a hostile working environment for Plaintiff.

103. All of these actions were taken against Plaintiff’s consent, will, and desire.

104. As a proximate result of Defendants’ willful, knowing, and intentional creation of a hostile work environment, Plaintiff has sustained and continue to sustain damages, including losses of earnings and benefits, according to proof.

105. As a proximate result of Defendants’ willful, knowing, and intentional creation of a hostile work environment, Plaintiff has suffered and continue to suffer physical damages, including, gastrointestinal issues, panic attacks, humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

106. Defendants’ creation of a hostile work environment was done intentionally, in a malicious, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

107. Plaintiff has incurred and continue to incur legal expenses and attorneys’ fees. Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave of court to amend this Complaint when the amounts are known.



**SECOND CAUSE OF ACTION**

**Age Discrimination**

**(Against Defendant Hallmark and DOES 1-10)**

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108. Plaintiff incorporates the paragraphs above as though fully set forth herein.

109. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was in full force and effect and was binding on Defendant Hallmark. This statute requires Defendants to refrain from discriminating against any employee because of her age. Within the time provided by law, Plaintiff filed a complaint with the California Civil Rights Department, in full compliance with administrative requirements, and received a right-to-sue letter.

110. As identified herein, during Plaintiff’s employment with Defendants, by and through their supervisors, engaged in actions that have had a negative impact on the treatment of persons over 40 years of age intentionally engaging in age discrimination towards Plaintiff.

111. Plaintiff is a qualified employee and was and is a member of a protected class.

112. Defendants, through their managers and supervisors, exhibited ageist motivations, intentions, and consciousness. Plaintiff believes and, on that basis, alleges that Defendants’ real motivation was to treat her differently and take adverse employment actions against her because of her age.

113. On the basis of the above, Plaintiff believes and alleges that her age was a substantial motivating reason in Defendants’ adverse employment actions against her.

114. As a proximate result of Defendants’ willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

115. As a proximate result of Defendants’ willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has sustained and continues to suffer physical damages, including, gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

116. Defendants’ discrimination was done intentionally, in a malicious, oppressive manner, entitling Plaintiff to punitive damages.

1 117. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
2 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave  
3 of court to amend this Complaint when the amounts are fully known.

4 **THIRD CAUSE OF ACTION**

5 **Disability Harassment**

6 **(Against Defendants and DOES 1-10)**

7 118. Plaintiff incorporates the paragraphs above as though fully set forth herein.

8 119. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was  
9 in full force and effect and was binding on Defendants. This statute requires Defendants to refrain  
10 from harassing their employees on the basis of having a disability, and from creating a hostile work  
11 environment. Within the time provided by law, Plaintiff filed a complaint with the California Civil  
12 Rights Department, in full compliance with administrative requirements, and received a right-to-  
13 sue letter.

14 120. As identified herein, during Plaintiff's employment with Defendants, Defendants  
15 engaged in actions that constituted harassment of Plaintiff on the basis of her disabilities and failed  
16 to take actions to stop it. These actions created a hostile working environment for Plaintiff.

17 121. All of these actions were taken against Plaintiff's consent, will, and desire.

18 122. As a proximate result of Defendants' willful, knowing, and intentional creation of a  
19 hostile work environment, Plaintiff has sustained and continues to sustain damages, including  
20 losses of earnings and benefits, according to proof.

21 123. As a proximate result of Defendants' willful, knowing, and intentional creation of a  
22 hostile work environment, Plaintiff has suffered and continues to suffer physical damages,  
23 including, gastrointestinal issues, panic attacks, humiliation, emotional distress, and mental and  
24 physical pain and anguish, all to her damage in a sum according to proof.

25 124. Defendants' creation of a hostile work environment was done intentionally, in a  
26 malicious, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

1           125. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
2 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave  
3 of court to amend this Complaint when the amounts are known.

#### 4                               **FOURTH CAUSE OF ACTION**

##### 5   **Disability Discrimination**

##### 6                               **(Against Defendant Hallmark Gallery and DOES 1-10)**

7           126. Plaintiff incorporates the paragraphs above as though fully set forth herein.

8           127. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was  
9 in full force and effect and was binding on Defendant Hallmark. This statute requires Defendants  
10 to refrain from discriminating against any employee because of her disabilities. Within the time  
11 provided by law, Plaintiff filed a complaint with the California Civil Rights Department, in full  
12 compliance with administrative requirements, and received a right-to-sue letter.

13           128. During Plaintiff's employment with Defendants, Defendants, through their  
14 supervisors, engaged in actions that had a negative impact on the treatment of persons who are  
15 disabled or perceived to be disabled. As stated herein, Defendants harassed, discriminated against,  
16 and took other adverse job actions, including, but not limited to, termination.

17           129. Plaintiff was a qualified employee at the time of the termination of her employment  
18 and was members of a protected class due to her actual and perceived disabilities. Plaintiff's actual  
19 and perceived disabilities limited multiple major life activities. Plaintiff was able to perform the  
20 essential job duties of her position with reasonable accommodations.

21           130. Defendants, through their managers and supervisors, exhibited discriminatory  
22 motivations, intentions, and consciousness. Plaintiff believes and, on that basis, alleges that  
23 Defendants' real motivation was to discharge her because of her protected status.

24           131. On the basis of the above, Plaintiff believes and alleges that her actual and perceived  
25 disabilities were a substantial motivating reason in Defendants' termination of her employment.

26           132. As a proximate result of Defendants' willful, knowing, and intentional  
27 discrimination against Plaintiff, Plaintiff has sustained and continue to sustain substantial losses of  
28 earnings and other employment benefits.

1 133. As a proximate result of Defendants' willful, knowing, and intentional  
 2 discrimination against Plaintiff, Plaintiff has sustained and continue to suffer physical damages,  
 3 including, gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress,  
 4 and mental and physical pain and anguish, all to her damage in a sum according to proof.

5 134. Defendants' discrimination was done intentionally, in a malicious, oppressive  
 6 manner, entitling Plaintiff to punitive damages.

7 135. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
 8 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave  
 9 of court to amend this Complaint when the amounts are fully known.

### 10 **FIFTH CAUSE OF ACTION**

#### 11 **Failure to Accommodate/Engage in the Interactive Process**

#### 12 **(Against Defendant Hallmark and DOES 1-10)**

13 136. Plaintiff incorporates the paragraphs above as though fully set forth herein.

14 137. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was  
 15 in full force and effect and was binding on Defendants and required Defendants to refrain from  
 16 discriminating against any employee on the basis of their disability (including actual, perceived,  
 17 history of, etc.). Within the time provided by law, Plaintiff filed a complaint with the California  
 18 Civil Rights Department, in full compliance with administrative requirements, and received a right-  
 19 to-sue letter.

20 138. Plaintiff was a qualified employee at the time of the failure to accommodate, and  
 21 failure to engage in the interactive process, and termination of her employment, she performed her  
 22 position in an exemplary manner, and had experienced actual and perceived disabilities, which  
 23 required treatment and prolonged follow-up care. Despite these conditions, Plaintiff was able to  
 24 perform the essential functions of her employment with Defendants, with reasonable  
 25 accommodations. Among other refusals to engage in the interactive process, Defendants refused  
 26 to engage in the interactive process, refused to provide her accommodations to stay overnight at a  
 27 hotel that lacked handicapped access, and refused to accommodate Plaintiff on a recent work trip.  
 28 Defendants intentionally discriminated against Plaintiff in violation of the law.

1           139. Plaintiff was willing to participate in an interactive process to determine whether  
2 reasonable accommodations could be made so that she would be able to perform the essential job  
3 requirements.

4           140. As stated herein, Defendants failed to participate in a timely good-faith interactive  
5 process with Plaintiff to determine whether reasonable accommodations could be made, and  
6 instead, Defendant rushed to deny her accommodations, take adverse actions identified above,  
7 including, wrongfully terminate Plaintiff, resulting in harm to Plaintiff.

8           141. As a proximate result of Defendants' willful, knowing, and intentional  
9 discrimination against Plaintiff, Plaintiff has sustained and continue to sustain substantial losses of  
10 earnings and other employment benefits.

11           142. As a proximate result of Defendants' willful, knowing, and intentional  
12 discrimination against Plaintiff, Plaintiff has sustained and continue to suffer physical damages,  
13 including, gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress,  
14 and mental and physical pain and anguish, all to her damage in a sum according to proof.

15           143. Defendants' discrimination was done intentionally, in a malicious, oppressive  
16 manner, entitling Plaintiff to punitive damages.

17           144. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
18 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave  
19 of court to amend this Complaint when the amounts are fully known.

20                               **SIXTH CAUSE OF ACTION**

21                               **FEHA Retaliation for Engaging in Protected Activity**

22                               **(Against Defendant Hallmark and DOES 1-10)**

23           145. Plaintiff incorporates the paragraphs above as though fully set forth herein.

24           146. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was  
25 in full force and effect and was binding on Defendants and required Defendants to refrain from  
26 retaliating against any employee on the basis of engaging in protected activity. Within the time  
27 provided by law, Plaintiff filed a complaint with the California Civil Rights Department, in full  
28 compliance with administrative requirements, and received a right-to-sue letter.

1           147. Plaintiff's complaints to Defendants about harassment and discrimination based on  
2 age, disabilities, and/or other characteristics protected by FEHA, Government Code section 12900,  
3 et seq., were motivating factors in Defendants' decision to harass, discriminate and other adverse  
4 employment actions against Plaintiff.

5           148. Defendants' agents and supervisors frequently made extremely inappropriate  
6 comments on the basis of age and Plaintiff's disabilities in front of Plaintiff and to Plaintiff. Plaintiff  
7 complained about the inappropriate conduct, but nothing was done.

8           149. On the basis of the above, Plaintiff believes and alleges that Defendants retaliated  
9 against her for her complaints.

10           150. Plaintiff's age, actual and/or perceived disabilities and/or other characteristics  
11 protected by FEHA, Government Code section 12900, et seq., were motivating factors in  
12 Defendants' decision to harass, discriminate, and/or to take other adverse employment actions  
13 against Plaintiff.

14           151. As a proximate result of Defendants' willful, knowing, and intentional retaliation  
15 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and  
16 other employment benefits.

17           152. As a proximate result of Defendants' willful, knowing, and intentional retaliation  
18 against Plaintiff, Plaintiff has suffered and continues to suffer physical damages, including,  
19 gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress, and mental  
20 and physical pain and anguish, all to her damage in a sum according to proof.

21           153. Defendants' misconduct was committed intentionally, in a malicious, despicable,  
22 oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendant Hallmark.

23           154. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees.  
24 Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable  
25 attorneys' fees and costs (including expert costs) in an amount according to proof.  
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**SEVENTH CAUSE OF ACTION**

**Failure to Prevent Harassment, Discrimination, and Retaliation**

**(Against Defendant Hallmark and DOES 1-10)**

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155. Plaintiff incorporates the paragraphs above as though fully set forth herein.

156. At all times herein mentioned, FEHA, Government Code section 12940(k), was in full force and effect and was binding on Defendants. This statute states that it is an unlawful employment practice in California for an employer “to fail to take all reasonable steps necessary to prevent harassment, discrimination and retaliation from occurring.” Prior to filing the instant Complaint, Plaintiff filed a timely administrative charge with the California Civil Rights Department, in full compliance with administrative requirements, and received a right-to-sue letter.

157. During the course of Plaintiff’s employment, Defendants failed to prevent their employees from engaging in intentional actions that resulted in Plaintiff’s being harassed and treated less favorably because of Plaintiff’s protected status (i.e., age, disabilities, and/or complaints). During the course of Plaintiff’s employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected classes. During the course of Plaintiff’s employment, Defendants failed to prevent a pattern and practice by their employees of intentional discrimination and harassment on the bases of age, disabilities, and/or other protected statuses or protected activities.

158. Plaintiff believes, and on that basis alleges, that her age, disabilities, and/or other protected statuses or protected activities were substantial motivating factors in Defendants employees’ discrimination against, harassment and retaliation of her.

159. As a proximate result of Defendants’ willful, knowing, and intentional misconduct, Plaintiff has sustained and continue to sustain substantial losses of earnings and other employment benefits.

160. As a proximate result of Defendants’ willful, knowing, and intentional misconduct, Plaintiff has suffered and continue to suffer physical damages, including, gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

1 161. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees.  
2 Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable  
3 attorneys' fees and costs (including expert costs) in an amount according to proof.

4 162. Defendants' misconduct was committed intentionally, in a malicious, despicable,  
5 oppressive, fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

6 **EIGHTH CAUSE OF ACTION**

7 **Wrongful Termination**

8 **(Against Defendant Hallmark and DOES 1-10)**

9 163. Plaintiff incorporates the paragraphs above as though fully set forth herein.

10 164. Defendants wrongfully terminated Plaintiff's employment in violation of various  
11 fundamental public policies underlying both state and federal laws. Specifically, Plaintiff's  
12 employment was wrongfully terminated in part because of her protected statuses and/or good faith  
13 complaints. These actions were in violation of FEHA, the California Constitution, and California  
14 Labor Code section 1102.5.

15 165. As a proximate result of Defendants' wrongful termination of Plaintiff's  
16 employment in violation of fundamental public policies, Plaintiff has suffered and continues to  
17 suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage  
18 in a sum according to proof.

19 166. As a result of Defendants' wrongful termination of Plaintiff's employment, Plaintiff  
20 has suffered general and special damages in sums according to proof.

21 167. Defendants' wrongful termination of Plaintiff's employment was done intentionally,  
22 in a malicious, fraudulent, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

23 168. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
24 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave  
25 of court to amend this Complaint when the amounts are fully known.  
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1 180. Defendants were aware that treating Plaintiff in the manner alleged above, including  
2 depriving Plaintiff of her livelihood, and harassing Plaintiff, would devastate Plaintiff and cause  
3 her extreme hardship.

4 181. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has  
5 sustained and continues to sustain substantial losses of earnings and other employment benefits as  
6 a result of being emotionally distressed.

7 182. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has  
8 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and  
9 anguish, all to her damage in a sum according to proof.

10 183. Defendants' misconduct was committed intentionally, in a malicious, oppressive,  
11 fraudulent manner, entitling Plaintiff to punitive damages.

## 12 **ELEVENTH CAUSE OF ACTION**

### 13 **Violation of Labor Code § 1102.5**

#### 14 **(Against Defendant Hallmark and DOES 1-10)**

15 184. Plaintiff incorporates the paragraphs above as though fully set forth herein.

16 185. At all relevant times, Labor Code section 1102.5 was in effect and was binding on  
17 Defendants. This statute prohibits Defendants from retaliating against any employee, including  
18 Plaintiff, for raising complaints of illegality.

19 186. Plaintiff raised complaints of illegality while she worked for Defendants, including,  
20 but not limited to, unlawful harassment and discrimination on the basis of age and disability, failure  
21 to accommodate her disabilities, and Defendants retaliated against her by discriminating against  
22 her, harassing her, and taking adverse employment actions against Plaintiff.

23 187. As a proximate result of Defendants' willful, knowing, and intentional violations of  
24 Labor Code section 1102.5, Plaintiff has suffered and continues to suffer physical damages,  
25 including, gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress,  
26 and mental and physical pain and anguish, all to her damage in a sum according to proof.

27 188. As a result of Defendants' adverse employment actions against Plaintiff, Plaintiff  
28 has suffered general and special damages in sums according to proof.

1 189. Defendants' misconduct was committed intentionally, in a malicious, oppressive,  
2 fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

3 190. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees.  
4 Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

5 **TWELFTH CAUSE OF ACTION**

6 **Violation of Labor Code § 9836**

7 **(Against Defendant Hallmark and DOES 1-10)**

8 191. Plaintiff incorporates the paragraphs above as though fully set forth herein.

9 192. At all relevant times, Labor Code section 98.6 was in effect and was binding on  
10 Defendants. This statute prohibits Defendants from retaliating against any employee, including  
11 Plaintiff, for engaging in protected activity.

12 193. Plaintiff raised complaints of illegality while she worked for Defendants, including,  
13 but not limited to, unlawful harassment and discrimination on the basis of age and disability, failure  
14 to accommodate her disabilities, and Defendants retaliated against her by discriminating against  
15 her, harassing her, and taking adverse employment actions against Plaintiff.

16 194. Plaintiff engaged in protected activity while she worked for Defendants, including  
17 by advising Defendants that she was going to speak with an attorney about her employment.

18 195. As a proximate result of Defendants' willful, knowing, and intentional violations of  
19 Labor Code section 98.6, Plaintiff has suffered and continues to suffer physical damages, including,  
20 gastrointestinal medical issues, panic attacks, anxiety, humiliation, emotional distress, and mental  
21 and physical pain and anguish, all to her damage in a sum according to proof.

22 196. As a result of Defendants' adverse employment actions against Plaintiff, Plaintiff  
23 has suffered general and special damages in sums according to proof.

24 197. Defendants' misconduct was committed intentionally, in a malicious, oppressive,  
25 fraudulent manner, entitling Plaintiff to punitive damages against Defendants.

26 198. Plaintiff has incurred and continue to incur legal expenses and attorneys' fees.  
27 Plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

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1 **TWELFTH CAUSE OF ACTION**

2 **Unfair Business Practices**

3 **In Violation of Cal. Bus. & Prof. Code § 17200, et seq.**

4 **(Against Defendant Hallmark and DOES 1-10)**

5 199. Plaintiff incorporates the paragraphs above as though fully set forth herein.

6 200. Defendants have engaged in Unfair Business Practices in violation of Business and  
7 Professions Code Sections 17200 et seq. by engaging in activities that are unlawful, unfair, and  
8 fraudulent as alleged herein.

9 201. As a proximate and legal result of Defendants' aforesaid wrongful conduct, Plaintiff  
10 has been harmed in that Plaintiff has suffered the loss of past and future wages and earnings,  
11 benefits, and such additional amounts of money Plaintiff would have received if Defendants had  
12 not terminated Plaintiff and engaged in unfair business practices. As a result of such wrongful  
13 termination and unfair business practices and its consequences, Plaintiff has suffered additional  
14 economic harm and damages, to be stated according to proof at trial.

15 **DEMAND FOR JURY TRIAL**

16 202. Plaintiff hereby demand a trial by jury.

17 **PRAYER FOR RELIEF**

18 Wherefore, Plaintiff prays for judgment against Defendants and DOES 1 through 10, as  
19 follows:

20 (a) For economic damages for loss of past and future earnings, including, but  
21 not limited to earned and unpaid wages, penalties, earned but unpaid commissions,  
22 unreimbursed business expenses, sick pay not paid to her, improperly docked vacation pay,  
23 as well as a loss of earning capacity, just promotions, advancement and employment  
24 benefits, past, current, and future medical care, other economic damages, including  
25 incidental fees and/or other costs, and/or other economic losses, all in excess of this Court's  
26 minimum jurisdictional limits and according to proof;

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(b) For general damages for physical injuries, pain and suffering, mental and emotional trauma and anguish, and for the loss of enjoyment of the activities of life, according to proof;

(c) For attorneys’ fees, as provided by applicable provisions of the FEHA, the California *Labor Code*, and/or other statutes, according to proof;

(d) For punitive damages, as against each named Defendant, according to proof;

(e) For costs of suit, and according to proof;

(f) For penalties as provided for by the California *Labor Code*;

(g) For an accounting;

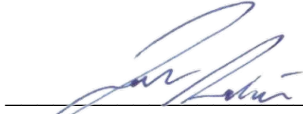
(h) For prejudgment interest from the first date and highest rate allowed by law, and according to proof;

(i) For injunctive relief; and

(j) For such other and further relief as the Court deems just and proper.


Dated: October 9, 2024



By:   
\_\_\_\_\_  
JOSHUA D. SCHEIN  
ATTORNEYS FOR PLAINTIFF,  
PENNY PERRY

Dated: October 9, 2024

**SHERMAN LAW CORPORATION**

By:   
\_\_\_\_\_  
LISA G. SHERMAN, ESQ.  
ATTORNEYS FOR PLAINTIFF,  
PENNY PERRY