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6 Noushin Faraji, individually,  
and on behalf of others similarly situated.*  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11 NOUSHIN FARAJI, individually, and on behalf  
of others similarly situated,

12 Plaintiff,

13 vs.

14 FOX CORPORATION, a Delaware corporation,  
FOX SPORTS HOLDINGS, LLC, a  
15 Delaware limited liability company, FOX  
SPORTS 1, LLC, a Delaware limited liability  
16 company, FOX SPORTS 2, LLC, a Delaware  
limited liability company, FOX SPORTS  
17 PRODUCTIONS, LLC, a Delaware limited  
liability company, CHARLIE DIXON, an  
18 individual, SKIP BAYLESS, an individual, JOY  
TAYLOR, an individual, and DOES 1 – 25,  
19 inclusive,

20 Defendants.  
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Case No.: 25STCV00101

**CLASS ACTION COMPLAINT:**

1. Failure To Pay Minimum Wages
2. Failure To Pay Overtime Wages
3. Failure To Reimburse Business Expenses
4. Failure To Pay All Wages Upon Separation
5. Failure To Furnish Accurate Itemized Wage Statements
6. Unfair, Unlawful, Or Fraudulent Business Practices

**INDIVIDUAL COMPLAINT:**

7. Sexual Battery
8. Hostile Work Environment (Sex/Gender)
9. Hostile Work Environment (Race/National Origin)
10. Hostile Work Environment (Disability)
11. Failure To Prevent Harassment
12. Negligent Supervision, Hiring, And Retention
13. Retaliation
14. Wrongful Termination

**DEMAND FOR JURY TRIAL**

1 COMES NOW Plaintiff NOUSHIN FARAJI, an individual (“Ms. Faraji” or “Plaintiff”),  
2 against Defendant FOX CORPORATION, a Delaware corporation (“Fox Corp.”), Defendants FOX  
3 SPORTS HOLDINGS, LLC, a Delaware limited liability company, FOX SPORTS 1, LLC, a Delaware  
4 limited liability company, FOX SPORTS 2, LLC, a Delaware limited liability company, and FOX  
5 SPORTS PRODUCTIONS, LLC, a Delaware limited liability company (collectively referred to as  
6 “Fox Sports”, and together with Fox Corp. as “Fox”), Defendant CHARLIE DIXON, an individual  
7 (“Mr. Dixon”), Defendant SKIP BAYLESS, an individual (“Mr. Bayless”), Defendant JOY TAYLOR,  
8 an individual (“Ms. Taylor”), and DOES 1 – 25, inclusive, (all named Defendants, together with DOES  
9 1 – 25, collectively referred to as “Defendants”).

10 **I. SUMMARY OF ACTION**

11 1. Ms. Faraji brings forth this action because for over a decade at Fox, she was forced to  
12 endure a misogynistic, racist, and ableist workplace where executives and talent were allowed to  
13 physically and verbally abuse workers with impunity. When Ms. Faraji and others came forward to  
14 report the wrongdoing, instead of addressing their concerns, Fox retaliated against them while the  
15 perpetrators and those who protected them were inexplicitly promoted. This case thus represents yet  
16 another in a long line of cases chronicling the toxic culture at Fox, marked by bad faith promises and  
17 repeated failures to address a poisonous and entrenched patriarchy.

18 2. Ms. Faraji also brings forth an action on behalf of herself and Fox’s current and former  
19 non-exempt hourly employees employed in California (“Class Members”) beginning four years prior to  
20 the filing of this Complaint and ending on the date as determined by the Court (the “Class Period”).  
21 Specifically, during the Class Period, Fox had a consistent policy and/or practice of: (i) failing to pay  
22 employees all minimum wages, (ii) failing to pay employees all overtime wages, (iii) failing to  
23 reimburse employees for business expenses, (iv) failing to pay all wages upon separation, and (v)  
24 knowingly and intentionally failing to furnish accurate itemized wage statements. As a result of the  
25 above Labor Code violations, Fox committed unfair, unlawful, and fraudulent business practices in  
26 violation of California’s Unfair Competition Law (“UCL”).

27 **II. VENUE AND JURISDICTION**

28 3. Venue is proper because Ms. Faraji was hired to work out of and did work out of Los

1 Angeles, CA. In addition, each cause of action arises from California state law and a substantial number  
2 of the events giving rise to this lawsuit took place in Los Angeles, CA.

3 4. The Court has jurisdiction over Ms. Faraji’s and Class Members’ claims under Labor  
4 Code §§ 201-04, 226, 510, 558, 1194, 1197, 2699, 2802, Bus. & Prof. Code § 17200 *et seq.*, and  
5 applicable Wage Orders. This Court has jurisdiction over Ms. Faraji’s individual claims as they arise  
6 out of California law.

7 **III. THE PARTIES**

8 5. Ms. Faraji was a resident of Los Angeles, CA for all times relevant during the events of  
9 this case. She was employed at Fox as a hairstylist on a part-time basis from approximately 2012 to  
10 2016 and on a full-time basis from approximately 2016 to August 2024.

11 6. Defendant FOX CORPORATION is a Delaware corporation doing business in Los  
12 Angeles, CA. Defendant FOX CORPORATION is a publicly traded corporation listed on the Nasdaq  
13 stock exchange and is the parent company of FOX SPORTS HOLDINGS, LLC, FOX SPORTS 1,  
14 LLC, FOX SPORTS 2, LLC, and FOX SPORTS PRODUCTIONS, LLC. Defendant FOX  
15 CORPORATION reported revenue of \$13,980,000,000 and net income of \$1,554,000,000 for the year  
16 ending June 30, 2024.

17 7. Defendant FOX SPORTS HOLDINGS, LLC is a Delaware limited liability company.

18 8. Defendant FOX SPORTS 1, LLC is a Delaware limited liability company.

19 9. Defendant FOX SPORTS 2, LLC is a Delaware limited liability company.

20 10. Defendant FOX SPORTS PRODUCTIONS, LLC is a Delaware limited liability  
21 company.

22 11. Defendant Charlie Dixon is the Executive Vice President of Content for FS1, Fox’s  
23 flagship multi-sport national network, overseeing all content and production on the network. Mr. Dixon  
24 was, in July 2016, the very first significant hiring of former Fox Sports president Jamie Horowitz (“Mr.  
25 Horowitz”), who was terminated from Fox due to reports of sexual harassment. At all relevant times,  
26 Mr. Dixon was an agent of Fox and had authority to make decisions impacting Ms. Faraji’s  
27 employment. Upon information and belief, Mr. Dixon is a resident of the State of California.

28 12. Defendant Skip Bayless is a sports columnist, commentator, and television personality

1 who worked at Fox on his show *Skip and Shannon: Undisputed* from 2016 to August 2024. In March  
2 2021, Mr. Bayless signed a four-year, \$32 million contract with Fox. At all relevant times, Mr. Bayless  
3 was an agent of Fox and had authority to make decisions impacting Ms. Faraji’s employment. Upon  
4 information and belief, Mr. Bayless is a resident of the State of California.

5 13. Defendant Joy Taylor is a media personality and television host for Fox. She co-hosts  
6 the show *Speak* on FS1. At all relevant times, Ms. Taylor was an agent of Fox and had authority to  
7 make decisions impacting Ms. Faraji’s employment. Upon information and belief, Ms. Taylor is a  
8 resident of the State of California.

9 14. While not currently named as defendants herein, Mark Silverman, President and COO of  
10 Fox Sports, and Eric Shanks, CEO and Executive Producer of Fox Sports, may become named  
11 defendants based upon discovery yet to be adduced in this action concerning their involvement with  
12 respect to Ms. Faraji’s claims. On information and belief, Mr. Silverman and Mr. Shanks approved,  
13 were made privy to, or should have been privy to all significant employment decisions and personnel-  
14 related investigations related to misconduct and/or harassment by Fox Sports executives and talent.  
15 Further, on information and belief, Mr. Silverman and Mr. Shanks, along with Fox’s legal team,  
16 worked hard to protect perpetrators by forcing individuals who were witnesses to or targets of  
17 misconduct and/or harassment to sign nondisclosure agreements upon separation from employment.

18 15. Ms. Faraji is ignorant of the true names, capacities, relationships, and extent of  
19 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 – 25 but is  
20 informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful  
21 conduct alleged herein and therefore sues these Defendants by such fictitious names. Ms. Faraji will  
22 amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

23 **IV. FACTUAL BACKGROUND**

24 **A. Ms. Faraji is hired to work at Fox.**

25 16. In 2003, Ms. Faraji began to work at José Eber Hair Salon, a sophisticated salon  
26 providing cutting-edge styling and coloring techniques and treatments to high-profile clients. Around  
27 2010, Ms. Faraji was introduced by a coworker at the salon to Gail Berman, the former President of  
28 Entertainment for Fox Broadcasting Company, and Dana Walden, the former CEO of Fox Television

1 Group. Shortly thereafter, Ms. Faraji began accompanying the coworker to do Ms. Walden and Ms.  
2 Berman’s hair at their homes and on the premises of Fox. Over time, as Ms. Faraji’s coworker became  
3 busy with other clients, he sent Ms. Faraji on her own to do their hair at their homes and on the  
4 premises of Fox.

5 17. In approximately 2012, a makeup stylist, who would do Ms. Walden and/or Ms.  
6 Berman’s makeup when Ms. Faraji worked on their hair, recommended Ms. Faraji for a position at Fox.  
7 Fox then hired Ms. Faraji as a part-time employee. When hired, Ms. Faraji was asked to bring her own  
8 tools for her work. She would later discover that all her coworkers received a “kit fee” for bringing  
9 their own tools. However, she herself would not receive a kit fee until 2019, approximately seven years  
10 after she started working at Fox. In addition, while Ms. Faraji was a “hairstylist” (i.e., styling hair), her  
11 supervisor Gina Porretti (“Ms. Porretti”) also required that she do the job duties of a “barber” (i.e.,  
12 cutting hair). When Ms. Faraji complained to her union, they told her that while cutting hair was not in  
13 her contract, Ms. Porretti was known to be difficult, and it was best to just comply with her requests.  
14 Accordingly, throughout her tenure, Ms. Faraji both styled and cut hair.

15 18. In 2016, Fox hired Ms. Faraji as a full-time “hairstylist.”

16 **B. Mr. Dixon gives Ms. Taylor Undisputed as a reward for having sex with him.**

17 19. In approximately March 2016, Ms. Faraji met Ms. Taylor, an aspiring sports personality  
18 that had recently moved from Miami to Los Angeles for the opportunity of airtime at Fox. At the time,  
19 Ms. Taylor did not have a regular position but would fill in on a day-by-day basis when talent was sick  
20 or otherwise missed time. Ms. Taylor told Ms. Faraji that she was recently wed but her husband  
21 remained in Miami and that she was lonely in Los Angeles. Ms. Taylor then befriended Ms. Faraji.

22 20. In approximately May 2016, Ms. Taylor asked Ms. Faraji to meet for a drink in Santa  
23 Monica. When Ms. Faraji arrived, she found Ms. Taylor with an older man, Fox Sport’s Executive Vice  
24 President of Content, Mr. Dixon. As Executive Vice President, Mr. Dixon is responsible for overseeing  
25 all content and production on FS1. Ms. Faraji, however, did not know Mr. Dixon.

26 21. When Mr. Dixon went to buy them another round of spicy margaritas, Ms. Faraji asked  
27 who he was. Ms. Taylor responded that he was just a friend. Following that night, whenever Ms. Faraji  
28 would meet with Ms. Taylor for drinks or food, Mr. Dixon would either arrive with Ms. Taylor or show

1 up later in the night and leave with Ms. Taylor. He would always buy rounds of drinks and/or food.  
2 From their body language, Ms. Faraji suspected that the pair were sleeping with each other, and  
3 although this concerned Ms. Faraji as she knew Ms. Taylor was recently married, Ms. Faraji kept her  
4 opinions to herself.

5 22. In approximately June 2016, while at work, Ms. Faraji noticed Mr. Dixon in the  
6 elevator. Surprised by the coincidence, Ms. Faraji found Ms. Taylor and told her excitedly: “The guy  
7 who always buys our drinks was in the elevator!” Ms. Taylor quickly silenced Ms. Faraji, explaining  
8 who he was. Ms. Faraji became alarmed and warned Ms. Taylor that such a relationship was unsafe.  
9 Ms. Taylor told her not to worry about it. Ms. Faraji continued to be friends with Ms. Taylor but tried  
10 to distance herself as she considered the situation dangerous as well as morally wrong as Ms. Taylor  
11 and Mr. Dixon were both married.

12 23. In approximately July 2016, word spread amongst Fox’s employees about a new show  
13 that was going to be a “big deal” as it would star Mr. Bayless and Shannon Sharpe (“Mr. Sharpe”). It  
14 was known that Fox was looking for a woman with significant TV experience to also star; therefore, it  
15 came as a surprise when Fox announced that Ms. Taylor—who was a bartender and radio host in  
16 Miami with very little TV experience—would be the moderator of the new show, a sports debate  
17 program, *Skip and Shannon: Undisputed*.

18 24. Mr. Bayless later disclosed to Ms. Faraji that he did not want Ms. Taylor on the show,  
19 but Mr. Dixon was adamant that Ms. Taylor should star. At first, Mr. Dixon arranged a dinner between  
20 Mr. Bayless and Ms. Taylor where she arrived in provocative clothing and acted in a provocative  
21 manner. When that did not change Mr. Bayless’s opinion of Ms. Taylor, Mr. Dixon asked him to  
22 approve of her as a favor to him. Reluctantly, Mr. Bayless agreed to do so as a favor to his friend.

23 25. Around August 2016, Ms. Faraji attended a dinner with Ms. Taylor and her husband and  
24 Mr. Dixon and his wife. During the dinner, Ms. Taylor’s husband became suspicious that Ms. Taylor  
25 and Mr. Dixon were having a sexual relationship. Soon after the dinner, Ms. Taylor’s husband found  
26 evidence of the inappropriate relationship and divorced Ms. Taylor.

27 26. In approximately September 2016, *Undisputed* started. Ms. Taylor requested Ms. Faraji  
28 to do her hair. In approximately November 2016, after not allowing anyone to touch his hair, Mr.

1 Bayless also requested Ms. Faraji to do his hair.

2 **C. Mr. Dixon gropes Ms. Faraji after putting her on *Undisputed*.**

3 27. On January 14, 2017, Ms. Taylor had her birthday party at Pearl’s Rooftop in West  
4 Hollywood. Ms. Faraji and other Fox employees who were invited attended as it was a part of their job  
5 duties to appease talent, and a birthday party is an important event. As usual, Mr. Dixon was heavily  
6 drinking, buying drinks for everyone on a Fox credit card, and blustering that everything purchased was  
7 on Fox’s dime.

8 28. As Ms. Faraji was standing near the bar, facing the crowd, Mr. Dixon approached her.  
9 He asked the bartender for a drink and then placed his arm on Ms. Faraji’s lower back. He asked how  
10 she was doing, if she was having fun, and if she wanted a tequila shot. Ms. Faraji felt very  
11 uncomfortable by his unsolicited touching and responded: “No, thank you.” Mr. Dixon then moved his  
12 hand lower and started rubbing her body and grabbing her buttocks. Ms. Faraji was mortified but  
13 quickly thought to fake an incoming call to escape from the situation.

14 29. Ms. Faraji did not know who to turn to, but as she knew Ms. Taylor was sleeping with  
15 Mr. Dixon, she turned to her. Surprisingly, Ms. Taylor responded to “get over it” and explained that she  
16 herself only had her job because of Mr. Dixon and that Ms. Faraji only had her job because Ms. Taylor  
17 requested her. She warned that Mr. Dixon could take both away.

18 30. Ms. Faraji was terrified and then turned to her coworker, Anonymous<sup>1</sup> (“Anonymous”),  
19 to discuss the situation. Anonymous responded that Mr. Dixon was disgusting, that the entire situation  
20 was sick, but that it wasn’t shocking given Fox’s culture, and that Ms. Faraji should remain quiet if she  
21 wanted to keep her job. As a single mother who needed the job to support her son, Ms. Faraji had no  
22 choice but to remain silent.

23 31. Seven years later, in 2023, Ms. Porretti told Ms. Faraji that she did not like her or  
24 anything about *Undisputed*. Ms. Porretti expanded that she had already scheduled someone for hair on  
25 *Undisputed* when Mr. Dixon called her and told her that she must put Ms. Faraji on *Undisputed* full  
26

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27 <sup>1</sup> In order to protect their identity and prevent retaliation, we refer to several different individuals  
28 anonymously in this Complaint, defining the individuals as “Anonymous” in each case.

1 time. Ms. Porretti told Ms. Faraji: “I didn’t like that. That’s not how things should be done.” Ms. Faraji  
2 was stunned and devastated as she prides herself on her work and earning her accolades. Later that day,  
3 while thinking about her career, she was angry that Ms. Porretti succumbed to Mr. Dixon’s request as it  
4 gave Mr. Dixon the feeling that he could grope her for giving her a job.

5 **D. Mr. Dixon gets rid of a female talent member for refusing to have sex with him.**

6 32. Several years into Ms. Faraji’s tenure at Fox, a female talent member (“Anonymous”) hired Ms. Faraji to do her hair at her house for an awards show. Anonymous asked that Ms. Faraji meet  
7 her for lunch first. There, Anonymous told Ms. Faraji that she would no longer be with Fox as Mr.  
8 Dixon told her that she would need to have sex with him if she wanted to renew her contract, but she  
9 had refused. Anonymous further conveyed that: (i) Mr. Dixon was doing this to other women talent; (ii)  
10 she should warn Ms. Taylor to be careful; and (iii) a talk show host had recently reported Mr. Dixon.

11 33. Following the lunch, Ms. Faraji called Ms. Taylor to convey what Anonymous had  
12 stated. Ms. Taylor responded that “no one gives a f\*\*\*” about Anonymous or the talk show host who  
13 had reported Mr. Dixon. Ms. Faraji later observed that Ms. Taylor’s remark appeared accurate, as no  
14 actions were taken to address the concerns raised. If it was not already apparent, it became even more  
15 clear that Fox enabled high-ranking individuals to abuse their authority, exerting undue control over  
16 female talent and employees.  
17

18 34. Fear permeated the workplace as stories of mistreatment circulated. As one example,  
19 Mr. Dixon deliberately assigned a female talent member, who had been harassed and reported it, to a  
20 show set up to fail. When the show inevitably failed due to his sabotage, he used its failure as  
21 justification to terminate her employment. In another instance, a coworker who frequently cried in the  
22 hallway due to relentless sexual harassment was fired just one week after reporting it. These repeated  
23 incidents reinforced an atmosphere where speaking up seemed futile and dangerous.

24 **E. Mr. Bayless begins to give Ms. Faraji lingering hugs and kisses on the cheek while putting**  
25 **his body against hers and pressing against her breasts.**

26 35. After the reporting by the talk show host fell on deaf ears, Mr. Bayless began requesting  
27 that Ms. Faraji give him a haircut once a week in the makeup room. Ms. Faraji did as she was told as  
28 Ms. Porretti required Ms. Faraji to give haircuts to talent. Initially, during the haircuts, Mr. Bayless



1 would discuss his life, his work at Fox, and other innocuous matters. However, soon after the weekly  
2 haircuts started, Mr. Bayless began finding excuses to touch Ms. Faraji. He would give her lingering  
3 hugs after each haircut, putting his body against her own, pressing against her breasts. He then began to  
4 kiss her on her cheeks. Ms. Faraji was uncomfortable by the physical contact and would make excuses  
5 to leave right after the haircuts (e.g., “I need to pick up my son from school.”).

6 36. In approximately summer 2017, while Ms. Faraji was giving Mr. Bayless a haircut, he  
7 told her that she was “voluptuous.” As English is her second language and she was not familiar with the  
8 word, Ms. Faraji asked what that meant. Mr. Bayless seemed amused and told her to “figure it out.”  
9 Ms. Faraji later asked a coworker what the word meant and was mortified. Mr. Bayless then started  
10 being more aggressive and direct in his advances. Ms. Faraji continuously declined, stating that she did  
11 not date at work as she is a single mom and needed her job.

12 37. Ms. Faraji was terrified and then turned to her coworker to discuss the situation. The two  
13 decided that because Mr. Bayless was a powerful man and Fox protected powerful men (e.g., Mr.  
14 Dixon’s actions were openly known but ignored), it would only be to her detriment to report the issue.  
15 The two decided that Ms. Faraji needed to be kind towards Mr. Bayless or risk her job. As a single  
16 mother who relied on her job to support her son, Ms. Faraji felt that she had no choice.

17 **F. Ms. Faraji has her hours cut after going on medical leave.**

18 38. In approximately November 2017, Ms. Faraji hurt her back at work, couldn’t move for  
19 nearly 40 days, and received workers’ compensation.

20 39. In approximately December 2017, when Ms. Faraji returned from her leave, she was not  
21 provided her full-time schedule and learned from a coworker that Ms. Porretti had promised her shifts  
22 to someone else. Ms. Faraji called her union for help. Her union informed her that Ms. Porretti’s actions  
23 would be illegal under the law. Ms. Faraji then called Human Resources who confirmed that she was  
24 entitled to her pre-leave schedule.

25 40. On January 5, 2018, Ms. Porretti called Ms. Faraji into her office. When Ms. Faraji  
26 arrived, an individual from Human Resources was present, and Ms. Porretti was falsely explaining that  
27 Ms. Faraji did not want her full-time schedule. Ms. Faraji grew upset, explained that she did want her  
28 full-time schedule, and further explained that Ms. Porretti had been treating her poorly for years. Ms.

1 Faraji then had multiple meetings with Human Resources where she explained that Ms. Porretti yelled  
2 at her, made fun of her, and bullied her (e.g., Ms. Porretti told Ms. Faraji that she did not like her and  
3 could fire her at any time).

4 41. From Ms. Faraji’s perspective, there was no resolution after these conversations, as she  
5 was never informed of any sort of conclusion or action taken on Fox’s part.

6 **G. Ms. Faraji remains on *Undisputed* and is asked to also join *The Herd*.**

7 42. In approximately summer of 2018, Ms. Taylor was moved from *Undisputed* to *The Herd*  
8 *with Colin Cowherd*. Ms. Taylor again requested Ms. Faraji to do her hair. Colin Cowherd (“Mr.  
9 Cowherd”) also requested Ms. Faraji to do his hair. Thus, every day, Ms. Faraji would do Mr. Bayless’s  
10 hair for *Undisputed* and then would do Ms. Taylor and Mr. Cowherd’s hair for *The Herd*. Throughout  
11 her entire tenure at Fox, Mr. Cowherd was professional and respectful to Ms. Faraji and her coworkers.

12 43. Around this time, after learning of Ms. Taylor and Mr. Dixon’s sexual relationship, Ms.  
13 Taylor’s then-fiancé broke off the engagement and threatened to go public with all that he knew. On  
14 information and belief, Mr. Dixon paid for the wedding deposits in an informal exchange for her  
15 fiancé’s silence.

16 **H. Mr. Diaz racially and sexually harasses Ms. Faraji.**

17 44. On May 10, 2019, Bobby Diaz (“Mr. Diaz”) (the individual who puts the microphone on  
18 talent) mocked Ms. Faraji for her pronunciation of English words and sexualized the way she was  
19 eating fruit. Ms. Faraji did not respond. She just kept her eyes glued on the monitor playing  
20 *Undisputed*. Ms. Porretti was present and did not do anything.

21 45. On information and belief, Mr. Diaz openly gropes, harasses, and is inappropriate with  
22 women at Fox.

23 46. On information and belief, Mr. Diaz has not been fired, reportedly due to his role in  
24 supplying cocaine to numerous Fox employees and talent, even after an incident where he removed his  
25 pants on live camera.

26 47. On information and belief, in December 2024, after Ms. Faraji sent notice of this  
27 impending lawsuit to Fox, Mr. Diaz made a mockery of his discussions with human resources regarding  
28 his interactions with Ms. Faraji. He told various employees that Ms. Faraji was “stupid,” defiantly

1 stated that, despite being told not to speak about his discussions with human resources, he didn't care,  
2 saying "Who gives a shit?" He further boasted that he would never be fired.

3 **I. Ms. Taylor again uses her sexuality to get on a show.**

4 48. In approximately February 2020, Ms. Taylor asked Ms. Faraji to meet her for lunch in  
5 Beverly Hills. When Ms. Faraji arrived, she found Ms. Taylor with a man, Emmanuel Acho ("Mr.  
6 Acho"). Ms. Faraji did not know Mr. Acho but could tell that the two were romantically involved.

7 49. A few months after meeting Mr. Acho at the lunch, Ms. Faraji noticed him in the  
8 hallway while at work. Ms. Faraji later asked Ms. Taylor if Mr. Acho also worked at Fox. Ms. Taylor  
9 confirmed and explained that she wanted Mr. Acho to eventually recommend her on the show *Speak for*  
10 *Yourself*. Ms. Faraji became alarmed and warned Ms. Taylor that she should probably not sleep with  
11 Mr. Dixon and Mr. Acho at the same time, as Mr. Dixon is a very powerful man that may become very  
12 angry. Ms. Taylor told her not to worry about it. She explained that she was also now powerful, and  
13 once Mr. Dixon was no longer useful to her, she would follow through on her plan to tell the company  
14 that he forced himself on her. She would not allow herself to be forced out by Mr. Dixon like other  
15 women talent.

16 50. In approximately September 2022, Ms. Taylor started to work on *Speak*. Ms. Taylor  
17 requested Ms. Faraji to do her hair.

18 **J. Ms. Faraji is targeted because of her ethnicity.**

19 51. In approximately 2020, Jane Doe ("Ms. M"), an employee at Fox, began demonstrating  
20 erratic behavior. One night, at an informal dinner at Mastro's Steakhouse, she grew irrationally enraged  
21 with Ms. Faraji and screamed: "F\*\*\* you! You Persian b\*\*\*\*\*!" The dinner ended after Ms. M broke a  
22 glass and threatened to harm herself.

23 52. Following the dinner, Ms. Faraji's coworker ("Anonymous"), who is black, reported the  
24 incident to Human Resources, explaining that she would not be okay with someone calling her a "black  
25 b\*\*\*\*\*." Anonymous also had Ms. Faraji report the incident to Ms. Porretti. Despite these reports  
26 supposedly being anonymous, Ms. M learned of the reports and became increasingly unstable towards  
27 Ms. Faraji. Every single morning, Ms. M would scream and throw things at Ms. Faraji.

28 53. Approximately six months later, Ms. Faraji told Human Resources that she believed her

1 life was in danger. Human Resources responded that Ms. Faraji should just leave the workplace when  
2 Ms. M was having an episode. After approximately a year and a half, Ms. M was fired. Ms. M’s ex-  
3 boyfriend, a producer at Fox, shared that Human Resources gave Ms. M a large amount of money in  
4 severance. Ms. Faraji wondered why Fox rewarded her bully with money.

5 54. Human Resources eventually apologized to Ms. Faraji, explaining they did not have  
6 experience with mental health issues. Human Resources offered Ms. Faraji free therapy. Ms. Faraji  
7 declined the free therapy but began to see an independent therapist once a week to discuss her life at  
8 Fox. Ms. Faraji continues to see this same therapist today.

9 **K. Ms. Faraji believes she has cancer and conveys this to Mr. Bayless in an attempt to stop**  
10 **his advances, only to have him offer \$1.5 million to have sex.**

11 55. Over the years, Mr. Bayless continued to make advances on Ms. Faraji (e.g., lingering  
12 hugs, kisses on the cheek, and inappropriate comments that he could “change” her life if she acquiesced  
13 to having sex). Ms. Faraji would always make excuses regarding her son, politely change the subject, or  
14 make a joke—anything to keep Mr. Bayless appeased and her job safe.

15 56. In July 2021, Ms. Faraji developed issues with her left ovary and was advised it could be  
16 cancer. With a fourth biopsy scheduled, she explained her situation to Mr. Bayless, hoping that he  
17 would take pity on her and cease his advances. Instead, Mr. Bayless told her that he wanted to be with  
18 her. Ms. Faraji panicked and began rambling that there were cameras everywhere, that she has a child,  
19 and that she does not want him. Mr. Bayless then grabbed her hands, began kissing them, and offered  
20 her \$1.5 million to have sex. Ms. Faraji made an excuse to leave.

21 57. Approximately one week later, Mr. Bayless made another advance at Ms. Faraji. Ms.  
22 Faraji responded: “Skip, stop, you have a wife.” Mr. Bayless responded: “Aren’t you Muslim? Doesn’t  
23 your dad have three to four wives?” Ms. Faraji responded that her father was dead, and when Mr.  
24 Bayless looked taken aback, she made an excuse to leave.

25 **L. Ms. Faraji’s job is threatened because she does not sleep with Mr. Bayless.**

26 58. On April 12, 2022, Mr. Bayless texted Ms. Faraji: “I’m good today.” The text meant that  
27 he would not be coming in for hair or makeup.

28 59. On April 13, 2022, Mr. Bayless texted Ms. Faraji: “Not comfortable coming down there.

1 Just do what you need to do. It's ok." Ms. Faraji asked him what was wrong. He replied: "Same stuff.  
2 Worse." Ms. Faraji, concerned about her own job, walked to Mr. Bayless's fitting room to see if  
3 everything was okay. Mr. Bayless answered the door, and before Ms. Faraji could speak, he began to  
4 angrily accuse Ms. Faraji of "f\*\*\*ing" Mr. Sharpe. Ms. Faraji tried to explain that she did not have any  
5 feelings towards Mr. Sharpe and had never slept with him or any other talent member or employee at  
6 Fox, but before she could speak, Mr. Bayless demanded she come to his car after the show. Ms. Faraji  
7 responded that she could not come sit in his car as it was inappropriate. Mr. Bayless grew irate and then  
8 left.

9 60. On April 14, 2022, Mr. Bayless texted Ms. Faraji: "If you're distracted tomorrow I'll  
10 wait till Monday. But I can't keep doing this." Ms. Faraji told him that she was very confused. Mr.  
11 Bayless responded: "Trust me, I'm far more confused." Ms. Faraji then explained over text that she is  
12 not sleeping with Mr. Sharpe. Mr. Bayless did not respond.

13 61. On April 15, 2022, Mr. Bayless texted Ms. Faraji: "Do you still want to do the haircut or  
14 just move on?" Ms. Faraji responded that she doesn't want to move on from her job and that she will  
15 continue doing his hair.

16 62. On April 16, 2022, Mr. Bayless called Ms. Faraji. Ms. Faraji did not answer the call  
17 because she was scared. She then called him back 10 minutes later. On the call, Mr. Bayless again  
18 angrily accused Ms. Faraji of "f\*\*\*ing" Mr. Sharpe and said that he could tell from her body language  
19 that she was "f\*\*\*ing" him. Ms. Faraji tried to explain that she was kind to all talent and that included  
20 laughing and engaging in conversation. Ms. Faraji then asked if he was yelling at her because she  
21 refused to go to his car. Mr. Bayless answered that she shouldn't talk to him like that. Ms. Faraji replied  
22 that she could respond however she wanted. Mr. Bayless then angrily stated that he heard her talk to  
23 Mr. Sharpe about her "vagina." Ms. Faraji knew this to be untrue and was embarrassed and angry. Ms.  
24 Faraji responded that even if she had been dating Mr. Sharpe, which she wasn't, it shouldn't matter at  
25 all because she only had a professional relationship with Mr. Bayless.

26 63. On April 17, 2022, Ms. Faraji arrived in the makeup room (approximately 12 feet x 30  
27 feet containing three makeup and hair sections), turned on a recording device, put it on the table, and  
28 waited for Mr. Bayless to arrive. In the meantime, two of Ms. Faraji's coworkers, who were privy to

1 Mr. Bayless’s actions, went into other talent members’ rooms (adjacent to the makeup room) to listen  
2 in to the conversation. Mr. Bayless then arrived in the makeup room for Ms. Faraji to cut his hair in  
3 accordance with his regular schedule. Mr. Bayless knew that the makeup room was always recorded,  
4 and clearly states: “This room is bugged.” During their conversation, Mr. Bayless stated that he would  
5 hate for her to lose her job, but she can’t be “doing a big thing with my archrival.” She responded by  
6 reiterating that being polite to Mr. Sharpe is part of her job. Mr. Bayless responded: “Bulls\*\*\*.  
7 Bulls\*\*\*. Bulls\*\*\*. I am calling bulls\*\*\* on you.” Mr. Bayless then warned that he doesn’t want her to  
8 lose her job over this. Ms. Faraji responded that she wasn’t going to lose her job because she is a great  
9 hairdresser. Mr. Bayless responded: “I have love for you, and I have for six years, and you hurt me, and  
10 you are ruining this.” Ms. Faraji again responded that she must be polite to all talent. Mr. Bayless then  
11 implied that if he stopped requesting her, it would affect her job. Ms. Faraji responded that she is  
12 scheduled to work every morning at 5:45 AM, and if he would like to get his hair done, he is welcome  
13 to sit in her chair. Mr. Bayless continued to threaten her job. Ms. Faraji knew that he was trying to  
14 pressure her into having sex with him, but she kept repeating that she was a professional that had to be  
15 kind to all talent.

16 64. On April 21, 2022, Mr. Bayless asked if Ms. Faraji would come to his home to color his  
17 hair—a side job that Ms. Faraji previously would partake in when Mr. Bayless’s wife was home. On  
18 this occasion, with her therapist’s help, she conveyed that she would no longer be going to his home.

19 65. The following week, Mr. Bayless arrived in the makeup room as if their conversations  
20 never happened, but Ms. Faraji remained on edge. Ms. Faraji had worsening nightmares regarding the  
21 incidents that took place with Mr. Bayless. Ms. Faraji’s therapist started using Eye Movement  
22 Desensitization and Reprocessing to talk through her interactions with Mr. Bayless.

23 **M. Ms. Faraji is targeted because of her ethnicity and disability.**

24 66. In October 2021, Ms. Faraji’s friendship with Ms. Taylor ended. Ms. Taylor then began  
25 insulting Ms. Faraji on a personal and professional level. In early June 2023, the treatment reached a  
26 breaking point, as Ms. Taylor began openly mocking Ms. Faraji’s English (e.g., exclaiming that she  
27 could not understand Ms. Faraji’s accent) and complaining about Ms. Faraji’s humming—an  
28 involuntary subconscious coping mechanism for her diagnosed PTSD. Ms. Taylor then began stating

1 that she needed a black hairstylist.

2 67. Ms. Faraji and her coworkers (who noticed the harsh interactions) hoped that Fox could  
3 see through the facade as Ms. Faraji had been doing Ms. Taylor’s hair for approximately seven years at  
4 Ms. Taylor’s own request without any complaint and had been working on textured hair for decades  
5 (e.g., she was hired to do the hairstyles of over 10 black background dancers in Cee Lo Green’s music  
6 video “F\*\*\* You”).

7 68. Ms. Faraji’s June 1, 2023 diary entry states: “she’s been acting like because I’m not  
8 black I’m stupid, she keep[s] saying black girls[’] hair should be done like this not how you do it, I’ve  
9 been doing her hair for 7 years... she keep[s] making me fe[el] that my English is not good...she keeps  
10 making comments like oh white girls are dum[b].”

11 69. On June 14, 2023, Ms. Faraji reported the incidents to Ms. Porretti. Ms. Faraji’s June 14,  
12 2023 diary entry states: “...by now it has been 7 days that the company knows about this racism and  
13 discrimination towards me. I told my boss Gina. I told Cindy all about it.”

14 70. On June 16, 2023, Ms. Porretti pulled Ms. Faraji into her office and asked if she wanted  
15 to leave *Speak*. Ms. Faraji explained that she wanted to work. Ms. Porretti told Ms. Faraji that she  
16 should just leave the room when Ms. Taylor was acting out. Ms. Faraji noticed that this was a pattern.  
17 When Ms. M bullied Ms. Faraji, Human Resources told her to leave the room, and now when Ms.  
18 Taylor bullied Ms. Faraji, Ms. Porretti again told her to leave the room. Ms. Faraji’s June 16, 2023  
19 diary entry states: “I’m very disappointed in how Fox operate[s] racism and bully[ing] instead of  
20 get[ting] rid of [the] bully they want to get rid of [the] victim, wow.”

21 71. On June 21, 2023, Ms. Porretti called Ms. Faraji into her office. Ms. Porretti explained  
22 that while Ms. Faraji should still go in every morning and set-up for hair, Ms. Taylor no longer needed  
23 her as a hairstylist. Ms. Porretti explained that Ms. Faraji was to work from 5:00 AM to 9:00 AM and  
24 then go home. When Ms. Faraji asked about touch ups, Ms. Porretti stated that she had spoken to all  
25 talent on the show, and no one needed touch ups. Ms. Faraji then asked if she did something wrong.  
26 Ms. Porretti responded: “You remind me of my dog, and when I take my dog out, he barks at bigger  
27 dogs. That’s like you.” Ms. Faraji left the room and cried. To call someone a dog is one of the most  
28 offensive insults in the Persian culture.

1 72. Ms. Porretti then hired two new black hairstylists to work from 9:00 AM to 3:00 PM. As  
2 Ms. Taylor is very picky with her hair, she did not like the work of the two new black hairstylists and  
3 asked a coworker, who is a Latina woman, to do her hair 5 days a week. The coworker declined.

4 73. On July 4, 21, and 24, 2023, different talent members asked Ms. Faraji why she was no  
5 longer providing touch ups on *Speak*. The third time they asked her, Ms. Faraji explained that because  
6 talent had indicated that they do not need touch ups, she was no longer available for touch ups. The  
7 talent members were shocked and said that they needed touch ups on *Speak*. As Ms. Faraji did not feel  
8 it was professional to mention her conversation with Ms. Porretti, she explained that there must have  
9 been a misunderstanding. Ms. Faraji informed Employee Relations.

10 74. Ms. Faraji became concerned for her job as this was a common tactic employed by Fox  
11 when retaliating against a witness or target: Fox systematically reduces work schedules and ultimately  
12 terminates employment by removing an individual from the schedule entirely, using fabricated business  
13 necessities as a pretext.

14 N. **Ms. Faraji participates in an internal investigation, only to be singled out, taken off *Speak*,**  
15 **and accused of having sex with Mr. Bayless.**

16 75. In mid-July 2023, Anna Druker (“Ms. Druker”), Fox Sport’s vice president of Employee  
17 Relations, asked Ms. Faraji for a meeting. At the meeting, Ms. Druker asked if Ms. Taylor was having a  
18 sexual relationship with Mr. Acho. Ms. Faraji admitted that the two were in a sexual relationship. Ms.  
19 Faraji shared this information because she didn’t think it was a big deal (e.g., Ms. Taylor and Mr. Acho  
20 had similar amounts of power at this time) and because she didn’t think Ms. Taylor or Mr. Acho would  
21 physically harm her for providing this information (e.g., Mr. Acho had always been respectful to Ms.  
22 Faraji and never threatened or hurt her).

23 76. On July 31, 2023, Kelsey Doe (“Ms. Doe”) of Employee Relations asked Ms. Faraji for  
24 a meeting. At the meeting, Ms. Doe told Ms. Faraji that there had been complaints of her humming.  
25 Ms. Faraji explained that her humming is an involuntary subconscious coping mechanism for her  
26 diagnosed PTSD and that everyone at Fox knew she hummed. Ms. Faraji further explained that she has  
27 been humming since she was a child, has been humming her entire tenure at Fox, her humming was  
28 exacerbated in stressful situations, and although she hates it and wants it to stop, she does not even



1 realize when she is humming. Ms. Faraji further explained that if anyone was now complaining they  
2 were only doing so to hurt and embarrass her.

3 77. Ms. Doe thanked Ms. Faraji for the information, abruptly changed the conversation, and  
4 quickly asked whether she had made public comments regarding Mr. Dixon and Ms. Taylor having sex.  
5 Ms. Faraji became very scared (as Mr. Dixon had previously assaulted her and Ms. Taylor had warned  
6 her that he would fire her if she said anything) and responded that while everyone in the company knew  
7 about their relationship, she did not have any information and did not want to comment about it. Ms.  
8 Doe then tried to end the conversation and asked if Ms. Faraji had any questions. Ms. Faraji then began  
9 crying, asking why such a swift investigation took place regarding her humming, but no one cared  
10 about Ms. M threatening to kill her or others mocking her English. Ms. Faraji then explained that all  
11 she wants is a safe normal work environment, but everyone mistreats her because there are no  
12 consequences for them. While she focused on others mocking her English, she was thinking of her  
13 interactions with Mr. Dixon and Mr. Bayless.

14 78. On August 3, 2023, Ms. Porretti told approximately eight of Ms. Faraji’s coworkers to  
15 not associate with Ms. Faraji as she had a pending case with Human Resources. Ms. Faraji was  
16 confused as, from her perspective, she did not have a “pending case” with Human Resources;  
17 Employee Relations had only called her in to answer questions regarding Ms. Taylor.

18 79. On August 9, 2023, Ms. Porretti told Ms. Faraji that her services were officially no  
19 longer needed on *Speak*. Ms. Faraji’s diary entry for that day states that they are “only taking me off the  
20 show because I reported joy...after I reported that they [took] me off the show, this must be illegal.”

21 80. On August 21, 2023, Kim Beauvais (“Ms. Beauvais”), Fox Sport’s Executive Vice  
22 President of Human Resources and Business Operations, and Ms. Druker asked Mr. Bayless for a  
23 meeting. When Mr. Bayless arrived, Ms. Beauvais and Ms. Druker told Mr. Bayless not to worry and  
24 that his job was safe. The two then started interrogating him on whether he had a romantic relationship  
25 with Ms. Faraji and whether she had offered him sex. When Mr. Bayless responded truthfully—that she  
26 had never offered him sex—they again told him not to worry and that his job was safe, heavily  
27 implying that they wanted him to say otherwise. This circular conversation took place for  
28 approximately 20 minutes. Following the meeting, Mr. Dixon called Mr. Bayless and asked why he

1 didn't just lie. Mr. Bayless responded that he cares about Ms. Faraji. Mr. Dixon responded: "Who  
2 cares? I can get you a better-looking hairstylist."

3 81. The investigation is indicative of the role of human resources and employee relations as  
4 a protector of abusers and wrongdoers. Inexplicably, Fox has allowed human resources and employee  
5 relations to be personally intermingled with other departments and high-level decisionmakers to their  
6 own benefit. For example, Afeez Tijani ("Mr. Tijani") was promoted from human resources to a  
7 producer after he turned a blind eye to various allegations. Shortly after his promotion, Ms. Faraji  
8 noticed that he was at Fox early in the morning. Ms. Faraji asked him why he was in so early and he  
9 responded that he was now producing the show because "our great boss, Charlie Dixon, who has the  
10 power to do it, has made me a producer." Ms. Faraji asked, "That's all you need, a powerful man? You  
11 don't need experience?" Mr. Tijani pompously responded, "Yes, that's correct Noushin."

12 **O. Ms. Faraji learns that Mr. Dixon wants her fired.**

13 82. In late-August 2023, Mr. Bayless learned that Mr. Sharpe and Ms. Faraji had never  
14 been involved romantically. Subsequently, Mr. Bayless pulled Ms. Faraji aside for a conversation.  
15 During this conversation, Mr. Bayless apologized for accusing her of having sex with Mr. Sharpe,  
16 disclosed details regarding his August 21, 2023 meeting with Human Resources, and further disclosed  
17 that Mr. Dixon wants Ms. Faraji fired because she knew too much and was talking. Mr. Bayless also  
18 disclosed that he believed Mr. Dixon kept his wife on Fox's payroll to keep her silent about his affairs  
19 with Fox's employees. Mr. Bayless asked Ms. Faraji out to dinner to continue the conversation, but Ms.  
20 Faraji declined, stating that she cannot do anything that even gives an inference of a non-work  
21 relationship because she wants to keep her job.

22 83. On October 18, 2023, Mr. Bayless told Ms. Faraji that Mr. Dixon was continuing to  
23 push him to ask for a different hairstylist, but Mr. Bayless refused. Ms. Faraji's diary entry for that day  
24 states: "I feel desperate, I don't know how to save my job, Charlie is the big boss and im just a  
25 hairstylist with no power, Skip said that joy [is] telling Charlie to [get] rid of me, that's crazy."

26 84. On October 20, 2023, Mr. Bayless told Ms. Faraji that Mr. Dixon had threatened his job,  
27 because he continuously requested Ms. Faraji, stating that he would rather have another "pretty girl" on  
28 *Undisputed* over Mr. Bayless anyway.

1 85. On December 21, 2023, Mr. Bayless told Ms. Faraji that he still loved her and confided  
2 that Mr. Dixon was the one who had told him that Ms. Faraji was sleeping with Mr. Sharpe. Mr.  
3 Bayless then again tried to have sex with Ms. Faraji. Ms. Faraji's diary entry for that day states: "I said  
4 Skip I'm only interested in working with you and having friendship relationship with you and nothing  
5 else, he said you have no idea you are losing everything, I don't know what he means by that and I  
6 hope he doesn't take me off the show, it makes me sick to my stomach, and it's really hard for me to  
7 work like this, I hope god help[s] me because **Fox is supporting people like Charlie and Skip.**"  
8 (emphasis added).

9 **P. Ms. Faraji lets it be known she will support a coworker.**

10 86. On December 17, 2023, one of Ms. Faraji's coworkers was indefinitely taken off  
11 schedule after she took offense to bullying and racist comments made by a Fox NFL host.

12 87. Over the next few months, Ms. Faraji made it known amongst the department that, if  
13 needed, she would speak out on her coworker's behalf. Ms. Porretti responded: "If it's so hard for you  
14 here, why don't you quit?" Ms. Porretti also later commented: "I don't regret anything I did to  
15 [coworker] or [different coworker]." This was especially cruel as she knew one of the coworkers had  
16 tried to commit suicide.

17 88. Ms. Faraji reached out to Ms. Druker and asked if she should get an attorney. Ms.  
18 Druker responded that she does not need an attorney.

19 **Q. Ms. Faraji is fired.**

20 89. On approximately June 24, 2024, a talent member disclosed to Ms. Faraji that  
21 *Undisputed* was going to be cancelled, and that Mr. Bayless was going to be fired. Ms. Faraji grew  
22 internally anxious that Mr. Dixon was trying to get her fired.

23 90. Later that week, on Monday, Ms. Faraji gave Mr. Bayless a haircut. During the haircut,  
24 Mr. Bayless told her about a new opportunity he was expecting outside of Fox. Ms. Faraji asked if he  
25 would still be coming back to *Undisputed*, and he replied "Of course." Mr. Bayless then told Ms. Faraji  
26 that he fantasizes about having sex with her and asked how much money it would take for her to have  
27 sex with him. Ms. Faraji stated that she already refused \$1.5 million and that her answer wasn't going  
28 to change. Mr. Bayless replied, "The more you say no the more I want you."

1           91.     On August 2, 2024, *Undisputed* was cancelled, Mr. Bayless was fired, and Ms. Faraji  
2 was taken off schedule. Ms. Porretti told Ms. Faraji that there was no longer a need for her. That same  
3 day, Mr. Bayless asked Ms. Faraji to walk him to his car on his way out. Ms. Faraji felt that she had no  
4 choice but to walk him to his car. Once at his car, they noticed Mr. Dixon in the parking lot looking at  
5 them. Mr. Bayless told Ms. Faraji: “F\*\*\* Charlie. If you want to sue them, go for it. F\*\*\* them.  
6 Charlie is not going to sleep tonight. He’s scared of what I’m going to tell you. F\*\*\* him.”

7           92.     That same day, Ms. Faraji reached out to Fox, asked why she was taken off schedule,  
8 and explained that although *Undisputed* had been cancelled, she had worked on *The Herd* (for over 5  
9 years), *Speak* (for over 1 year), and talent continued to request her. Fox did not provide a substantive  
10 response but said they would investigate the issue.

11          93.     On August 5, 2024, Ms. Faraji was asked to give Mr. Silverman a haircut (in the same  
12 manner she had been doing so for over the past 7 years). Ms. Faraji then reached out to Fox to ask what  
13 she should do, as she did not want to let Mr. Silverman down. The next day, Fox again did not provide  
14 a substantive response but said they are continuing to investigate the issue.

15          94.     On August 8, 2024, after finishing their “investigation,” Fox was finally able to muster  
16 the following pretextual reason for firing Ms. Faraji—they can only afford to have one hairdresser work  
17 on all three shows (a new morning show, *Speak*, and *Undisputed*). Ms. Faraji’s fears actualized as she  
18 realized that she had become the target: Fox systematically reduced her work schedule and ultimately  
19 terminated her employment by removing her from the schedule entirely, using fabricated business  
20 necessities as a pretext.

21          95.     Guided by its attorneys, Fox then implemented the revised schedule, assigning a single  
22 hairdresser to cover all three shows for approximately three months. Once Fox believed it had  
23 sufficiently justified its actions from a legal standpoint, they reverted to their longstanding scheduling  
24 arrangement, which included one hair and makeup professional in the morning and another set in the  
25 afternoon—the same arrangement that had been in place for years during Ms. Faraji’s tenure. In  
26 addition, Fox employed a barber to work exclusively on the new morning show.

27 **R.     Ms. Faraji’s life after working with Defendants.**

28          96.     For weeks after being terminated, Ms. Faraji remained conflicted as to her next steps.

1 She remained quiet about her experiences at Fox as she was fearful, believing that Mr. Dixon might  
2 hire someone to kill her should she go public.

3 97. After many therapy sessions, Ms. Faraji has concluded that she never wants to work  
4 with Mr. Bayless again, feels ashamed for working with him for so many years, and is able to better  
5 control intrusive thoughts of Mr. Dixon hurting her again. In response to her feelings of shame,  
6 embarrassment, and fear, her therapist told her that she had only been doing what she thought she  
7 needed to do to survive.

8 98. At this point, Ms. Faraji seeks justice. She knows that Mr. Dixon used his position of  
9 power to coerce women into having sex with him and used it as justification to grope Ms. Faraji. She  
10 knows that Mr. Dixon did not immediately fire her (after Ms. Taylor and Ms. Faraji had a falling out)  
11 only to appease Mr. Bayless by providing him with a plaything. Despite Ms. Faraji being an excellent  
12 hairdresser and continuously being requested by talent, she was shrunken down to how much she could  
13 appease Mr. Bayless, and once Mr. Bayless was gone, so was her job.

14 99. To date, talent continues to ask for Ms. Faraji at Fox, including Mr. Cowherd, who  
15 posted a poll on the twitter page @TheHerd on December 18, 2024 asking if he should get a haircut,  
16 with 63.2% responding that he should. Ms. Faraji also continues to be requested by and works for high-  
17 profile clients who do not abuse her.

18 100. Following Ms. Faraji's departure from Fox, Mr. Bayless began featuring his wife on his  
19 podcast. On information and belief, he changed the cellphone number he had maintained for many  
20 years, presumably in the hopes of removing and deleting incriminating messages, presumably after  
21 receiving notice of this impending lawsuit from Fox.

## 22 V. EXHAUSTION OF ADMINISTRATIVE REMEDIES

23 101. Ms. Faraji has exhausted her administrative remedies pursuant to the California Fair  
24 Employment and Housing Act ("FEHA") for those causes of action in this Complaint for which  
25 exhaustion is required. She filed a timely administrative complaint with the California Department of  
26 Fair Employment and Housing ("DFEH"), DFEH Case No. 202501-27598703, regarding the issues  
27 raised by the FEHA causes of action in this Complaint and received a "right-to-sue" letter from the  
28 DFEH on January 3, 2025.

1 **VI. CLASS ACTION ALLEGATIONS**

2 102. Plaintiff brings forth this class action on behalf of herself and all others similarly  
3 situated pursuant to California Code of Civil Procedure section 382.

4 103. Plaintiff seeks to represent a class defined as follows: “All nonexempt hourly individuals  
5 who worked for Fox in California during the period commencing four years prior to the filing of this  
6 Complaint.” Plaintiff further seeks to represent the following subclasses composed of and defined as  
7 follows:

8 a. Subclass 1: Minimum Wages Subclass. All Class Members who were not compensated  
9 for all hours worked at the applicable minimum wage.

10 b. Subclass 2: Overtime Wages Subclass. All Class Members who were not compensated  
11 for overtime and double-time hours worked at the required regular rates of pay.

12 c. Subclass 3: Reimbursements Subclass. All Class Members who were not reimbursed for  
13 necessary business expenses.

14 d. Subclass 4: Final Wages Subclass. All Class Members who, within the applicable  
15 limitations period, did not timely receive wages that were due and owed upon  
16 separation.

17 e. Subclass 5: Wage Statements Subclass. All Class Members who, within the applicable  
18 limitations period, were not provided with accurate itemized wage statements.

19 f. Subclass 6: UCL Subclass. All Class Members who are owed restitution as a result of  
20 Fox’s unlawful, deceptive, and/or unfair business acts and/or practices.

21 104. Plaintiff reserves her right under California Rules of Court 3.765 to later amend, modify,  
22 limit to particular issues, or divide the class and/or subclass descriptions.

23 105. **Numerosity**. Plaintiff is informed and believes that the members of the Class and  
24 Subclasses are so numerous that joinder of all members is impractical. While the precise number of  
25 members of the Class and Subclasses has not been determined at this time, Plaintiff is informed and  
26 believes that there are more than 100 Class Members and more than 100 Subclass Members for each  
27 subclass. The number of members of the Class and Subclasses will be readily identifiable and locatable  
28 through Fox’s own employment records.

1           106.   **Typicality.** Plaintiff’s claims are typical of the claims of the members of the Class and  
2 Subclasses because she was a nonexempt hourly employee who was: (a) not paid for all hours worked,  
3 (b) not paid all overtime wages at her regular rate of pay, (c) was not reimbursed for all necessary  
4 business expenses, (d) was not timely paid all wages that were due and owed upon separation, and (e)  
5 was not provided with accurate itemized wage statements. Plaintiff seeks recovery for the same  
6 damages that were suffered by other members of the Class and Subclasses.

7           107.   **Adequacy.** Plaintiff will fairly and adequately represent the interests of the Class and  
8 Subclasses. Plaintiff has no conflict of interest with any member of the Class or Subclasses. Plaintiff  
9 has retained competent and experienced counsel in complex class action litigation. Plaintiff and her  
10 counsel are committed to vigorously prosecuting this action on behalf of the Class.

11           108.   **Commonality.** Common questions of law and fact exist as to all members of the Class  
12 and Subclasses and predominate over any questions solely affecting individual members of the Class  
13 and Subclass. Among the questions of law and fact common to the Plaintiff and the Class and  
14 Subclasses are the following:

- 15           a. Whether Fox failed to pay Class Members minimum wages for all hours worked.
- 16           b. Whether Fox failed to pay Class Members overtime and double-time wages for all  
17 overtime and double-time hours worked.
- 18           c. Whether Fox failed to pay Class Members overtime and double-time wages at the  
19 required regular rate of pay.
- 20           d. Whether Fox failed to reimburse Class Members for necessary business expenses.
- 21           e. Whether Fox failed to timely pay Class Members wages that were due and owed upon  
22 separation.
- 23           f. Whether Fox failed to provide Class Members accurate itemized wage statements.
- 24           g. Whether Fox’s violation of Labor Code section 226(a) was knowing and intentional.
- 25           h. Whether Fox’s violation of Labor Code section 226(a) caused injury.
- 26           i. Whether Class Members are entitled to equitable relief pursuant to Business and  
27 Professions Code section 17200 *et seq.*
- 28           j. The proper formula for calculating damages, interest, civil penalties, and restitution

1 owed to members of the Class and Subclasses.

2 109. **Superiority of Class Action.** Class action treatment is superior to any alternative to  
3 ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a  
4 large number of similarly situated persons to prosecute their common claims in a single forum  
5 simultaneously, efficiently, and without duplication of effort and expense that numerous individual  
6 actions would entail. Furthermore, prosecution of separate actions by individual members of each Class  
7 creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn,  
8 would establish incompatible standards of conduct for Fox. Furthermore, the amounts at stake for many  
9 members of each Class, while substantial, may not be sufficient to enable them to maintain separate  
10 suits against Fox. No difficulties are likely to be encountered in the management of this class action  
11 that would preclude its maintenance as a class action, and no superior alternative exists for the fair and  
12 efficient adjudication of this controversy.

13 **FIRST CAUSE OF ACTION**

14 **(Failure To Pay Minimum Wages)**

15 **(Against Defendants Fox)**

16 110. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and  
17 every paragraph of this Complaint as though fully set forth herein.

18 111. Ms. Faraji and Class Members should have been paid the minimum wage for every hour  
19 that they were subject to the control of their employer. “The minimum wage for employees fixed by the  
20 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and  
21 the payment of a lower wage than the minimum so fixed is unlawful.” Cal. Lab. Code § 1197. The  
22 “minimum wage standard applies to each hour worked by respondents for which they were not paid.”  
23 *Armenta v. Osmose, Inc.* 135 Cal.App.4th 314, 324 (2005). Pursuant to section 4 of the applicable  
24 Wage Orders, “Every employer shall pay to each employee .... not less than the applicable minimum  
25 wage for all hours worked in the payroll period...”. Pursuant to section 2 of the applicable Wage  
26 Orders, “hours worked” is defined as “the time during which an employee is subject to the control of an  
27 employer, and includes all the time the employee is suffered or permitted to work, whether or not  
28 required to do so.”



1 112. Based on information and belief, Fox failed to compensate Ms. Faraji and Class  
2 Members for all hours worked because Fox required workers to complete off-the-clock work outside of  
3 scheduled shifts. As one example, Fox required workers to review and/or answer work-related phone  
4 calls and/or messages while off the clock, resulting in the underpayment of wages.

5 113. Based on information and belief, Fox failed to compensate Ms. Faraji and Class  
6 Members for all hours worked because Fox did not provide reporting time pay in accordance with  
7 California law. *See* § 5 of all applicable Wage Orders.

8 114. Based on information and belief, Fox failed to compensate Ms. Faraji and Class  
9 Members for all hours worked because Fox failed to pay split shift premium wages. *See* Cal. Code  
10 Regs. Tit. 8, § 11050 (“When an employee works a split shift, one (1) hour's pay at the minimum wage  
11 shall be paid in addition to the minimum wage for that workday, except when the employee resides at  
12 the place of employment.”).

13 115. Ms. Faraji and Class Members are now entitled to damages in an amount equal to the  
14 wages withheld, additional damages in an amount equal to the wages withheld, civil penalties, interest,  
15 and attorneys’ costs and fees. Cal. Lab. Code § 1194 (“[A]ny employee receiving less than the legal  
16 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in  
17 a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,  
18 including interest thereon, reasonable attorneys’ fees, and costs of suit.”); Cal. Lab. Code § 1194.2  
19 (“[I]n any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of  
20 a wage less than the minimum wage fixed by an order of the commission or by statute, an employee  
21 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and  
22 interest thereon...”; Cal. Lab. Code § 558 (a civil penalty of \$50 is imposed for the first violation per  
23 underpaid employee per pay period, increasing to \$100 for each subsequent violation per underpaid  
24 employee per pay period); Cal. Lab. Code § 1197.1 (a civil penalty of \$100 is imposed for the first  
25 intentional violation per underpaid employee per pay period, increasing to \$250 for each subsequent  
26 intentional violation per underpaid employee per pay period); *See* § 20 of all applicable Wage Orders (a  
27 civil penalty of \$50 is imposed for the first violation per underpaid employee per pay period in addition  
28 to the amount which is sufficient to recover unpaid wages, increasing to \$100 for each subsequent

1 violation per underpaid employee per pay period in addition to the amount which is sufficient to  
2 recover unpaid wages); Cal. Lab. Code § 218.5 (“In any action brought for the nonpayment of wages,  
3 fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable  
4 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and  
5 costs upon the initiation of the action.”).

6 **SECOND CAUSE OF ACTION**

7 **(Failure To Pay Overtime Wages)**

8 **(Against Defendants Fox)**

9 116. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and  
10 every paragraph of this Complaint as though fully set forth herein.

11 117. Ms. Faraji and Class Members should have been paid overtime no less than one- and  
12 one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday  
13 and each hour worked beyond forty (40) hours per work week and double-time no less than two times  
14 the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and any  
15 work in excess of eight (8) hours on any seventh day of a workweek. Cal. Lab. Code § 510; *See* § 3 of  
16 all applicable Wage Orders.

17 118. Based on information and belief, Fox failed to compensate Ms. Faraji and Class  
18 Members for all overtime hours worked because Fox failed to incorporate all non-discretionary  
19 remuneration, including but not limited to, shift differential pay, bonus pay, multiple base rates of pay  
20 and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime  
21 rate(s), resulting in the miscalculation and underpayment of overtime wages.

22 119. Based on information and belief, Fox failed to compensate Ms. Faraji and Class  
23 Members for all overtime hours worked because Fox required workers to complete off-the-clock work  
24 outside of scheduled shifts. As one example, Fox required workers to review and/or answer work-  
25 related phone calls and/or messages while off the clock, resulting in the underpayment of overtime  
26 wages.

27 120. Based on information and belief, Fox failed to compensate Ms. Faraji and Class  
28 Members for all overtime hours worked because Fox did not provide reporting time pay in accordance

1 with California law. *See* § 5 of all applicable Wage Orders.

2 121. Ms. Faraji and Class Members are now entitled to damages in an amount equal to the  
3 wages withheld, civil penalties, interest, and attorneys’ costs and fees. Cal. Lab. Code § 1194 (“[A]ny  
4 employee receiving less than the legal minimum wage or the legal overtime compensation applicable to  
5 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this  
6 minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and  
7 costs of suit.”); Cal. Lab. Code § 558 (a civil penalty of \$50 is imposed for the first violation per  
8 underpaid employee per pay period, increasing to \$100 for each subsequent violation per underpaid  
9 employee per pay period); *See* § 20 of all applicable Wage Orders. (a civil penalty of \$50 is imposed  
10 for the first violation per underpaid employee per pay period in addition to the amount which is  
11 sufficient to recover unpaid wages, increasing to \$100 for each subsequent violation per underpaid  
12 employee per pay period in addition to the amount which is sufficient to recover unpaid wages). Cal.  
13 Lab. Code § 218.5 (“In any action brought for the nonpayment of wages, fringe benefits, or health and  
14 welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the  
15 prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the  
16 action.”).

17 **THIRD CAUSE OF ACTION**  
18 **(Failure To Reimburse Business Expenses)**  
19 **(Against Defendants Fox)**

20 122. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and  
21 every paragraph of this Complaint as though fully set forth herein.

22 123. Ms. Faraji and Class Members should have been reimbursed for all business expenses.  
23 Cal. Lab. Code § 2802 (“An employer shall indemnify his or her employee for all necessary  
24 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her  
25 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the  
26 employee, at the time of obeying the directions, believed them to be unlawful.”); Cal. Lab. Code § 2804  
27 (“Any contract or agreement, express or implied, made by any employee to waive the benefits of this  
28 article or any part thereof, is null and void, and this article shall not deprive any employee or his

1 personal representative of any right or remedy to which he is entitled under the laws of this State.”).

2 124. Based on information and belief, Fox failed to reimburse Ms. Faraji and Class Members  
3 for all business expenses because Fox required workers to review and/or answer work-related phone  
4 calls and/or messages without reimbursing them for their phone bills.

5 125. Based on information and belief, Fox failed to reimburse Ms. Faraji and Class Members  
6 for all business expenses because Fox required workers to use their cellphones to use Fox applications  
7 without reimbursing them for their phone bills.

8 126. Ms. Faraji and Class Members are now entitled to damages in an amount equal to the  
9 reimbursement withheld, interest, and attorneys’ costs and fees. *See* Cal. Lab. Code § 2802(b)-(c).

10 **FOURTH CAUSE OF ACTION**

11 **(Failure To Pay All Wages Upon Separation)**

12 **(Against Defendants Fox)**

13 127. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and  
14 every paragraph of this Complaint as though fully set forth herein.

15 128. Ms. Faraji and Class Members should have received all earned and unpaid wages at the  
16 time of discharge, within 72 hours if they quit without notice, or immediately upon separation if they  
17 provided 72 hours’ notice. Cal. Lab. Code § 201 (“If an employer discharges an employee, the wages  
18 earned and unpaid at the time of discharge are due and payable immediately.”); Cal. Lab. Code § 202  
19 (“If an employee not having a written contract for a definite period quits his or her employment, his or  
20 her wages shall become due and payable not later than 72 hours thereafter, unless the employee has  
21 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to  
22 his or her wages at the time of quitting.”).

23 129. Based on information and belief, Fox failed to timely pay Ms. Faraji and Class Members  
24 all wages that were due and owed upon separation because Fox systematically terminated workers by  
25 removing them from the schedule entirely, using fabricated business necessities as a pretext, without  
26 providing workers with their final paycheck.

27 130. Based on information and belief, Fox failed to timely pay Ms. Faraji and Class Members  
28 all wages that were due and owing upon separation as final payments were devoid of, including not

1 limited to, all owed minimum wages, overtime wages, and/or reimbursements at the properly accrued  
2 rates.

3 131. Ms. Faraji and Class Members are now entitled to a penalty equal to their daily wages  
4 from the date payment was due to present not to exceed thirty (30) days and attorneys' costs and fees.  
5 Cal. Lab. Code § 203 ("the wages of the employee shall continue as a penalty from the due date thereof  
6 at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for  
7 more than 30 days"); Cal. Lab. Code § 218.5 ("In any action brought for the nonpayment of wages,  
8 fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable  
9 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and  
10 costs upon the initiation of the action.").

11 **FIFTH CAUSE OF ACTION**

12 **(Failure to Furnish Accurate Itemized Wage Statements)**

13 **(Against Defendants Fox)**

14 132. Ms. Faraji realleges and incorporates each and every paragraph of this Complaint as  
15 though fully set forth herein.

16 133. Ms. Faraji and Class Members should have received accurate itemized wage statements.  
17 Cal. Lab. Code § 226(a) (California law requires every employer semi-monthly or at the time of each  
18 payment of wages to furnish each of his or her employees with an accurate itemized wage statement in  
19 writing that contains the following: (1) gross wages earned, (2) total hours worked by the employee, (3)  
20 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-  
21 rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the  
22 employee is paid, (7) the name of the employee and only the last four digits of his or her social security  
23 number or an employee identification number other than a social security number, (8) the name and  
24 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the  
25 pay period and the corresponding number of hours worked at each hourly rate by the employee.).

26 134. Based on information and belief, Fox failed to provide Ms. Faraji and Class Members  
27 accurate itemized wage statements because Fox failed to correctly set forth (a) the gross wages earned,  
28 in violation of Labor Code section 226(a)(1), (b) the total hours worked by the employee in violation of

1 Labor Code section 226(a)(2), and (c) the net wages earned, in violation of Labor Code section  
2 226(a)(5), in part due to the wage-and-hour violations detailed herein.

3 135. Based on information and belief, Fox’s failure to provide Ms. Faraji and Class Members  
4 with accurate itemized wage statements caused injury. Cal. Lab. Code § 226(e) (an employee is deemed  
5 to be injured if the employer either fails to provide any wage statement or if it provides a wage  
6 statement that fails to provide “accurate and complete information”).

7 136. Based on information and belief, Fox’s failure to provide Ms. Faraji and Class Members  
8 with accurate itemized wage statements was knowing and intentional. *See, e.g., Naranjo v. Spectrum*  
9 *Sec. Servs., Inc.*, 15 Cal. 5th 1056 (2024) (Defendants did not have a reasonable, good faith basis for  
10 failing to provide accurate itemized wage statements).

11 137. Ms. Faraji and Class Members are now entitled to recover the greater of all actual  
12 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred  
13 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate  
14 penalty of four thousand dollars (\$4,000). Cal. Lab. Code § 226(e).

15 **SIXTH CAUSE OF ACTION**

16 **(Unfair, Unlawful, Or Fraudulent Business Practices)**

17 **(Against Defendants Fox)**

18 138. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and  
19 every paragraph of this Complaint as though fully set forth herein.

20 139. Ms. Faraji and Class Members should have applicable statutes of limitations extended to  
21 four years for claims seeking restitution, including claims for unpaid minimum wages, unpaid overtime  
22 wages, and reimbursement for business expenses. Business & Professions Code §§ 17200 *et seq.*; Cal.  
23 Lab. Code § 90.5(a) (“It is the policy of this state to vigorously enforce minimum labor standards in  
24 order to ensure employees are not required or permitted to work under substandard unlawful conditions  
25 or for employers that have not secured the payment of compensation, and to protect employers who  
26 comply with the law from those who attempt to gain a competitive advantage at the expense of their  
27 workers by failing to comply with minimum labor standards.”).

28 140. Based on information and belief, beginning at least four years prior to the filing of this

1 Complaint, Fox committed, and continue to commit, acts of unfair competition by wrongfully denying  
2 Ms. Faraji and Class Members all minimum wages, overtime wages, and reimbursement for business  
3 expenses.

4 141. Ms. Faraji and Class Members are now entitled to recover restitution, including all  
5 amounts wrongfully obtained by Fox through unfair competition for the past four years.

6 **SEVENTH CAUSE OF ACTION**

7 **(Sexual Battery)**

8 **(Against Defendants Fox, Mr. Dixon, and Mr. Bayless)**

9 142. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
10 though fully set forth herein.

11 143. Sexual battery is a statutory tort. The statute provides in relevant part that “[a] person  
12 commits sexual battery” if he or she “[a]cts with the intent to cause a harmful or offensive contact with  
13 an intimate part of another, and sexually offensive contact with that person directly or indirectly  
14 results.” Cal. Civ. Code § 1708.5(a). The statute defines “intimate part” as “the sexual organ, anus,  
15 groin, or buttocks of any person, or the breast of a female.” Cal. Civ. Code § 1708.5(d)(1). The term  
16 “offensive contact” means “contact that offends a reasonable sense of personal dignity.” Cal. Civ. Code  
17 § 1708.5(d)(2). Here, as discussed supra, Ms. Faraji was subject to offensive contact by Mr. Dixon and  
18 Mr. Bayless.

19 144. Fox is liable under a respondeat superior theory because it employed Mr. Dixon and Mr.  
20 Bayless, required its employees appease talent, and when its employees are disliked by talent, they are  
21 fired. “The rule of respondeat superior is familiar and simply stated: an employer is vicariously liable  
22 for the torts of its employees committed within the scope of the employment.” *Hartline v. Kaiser*  
23 *Found Hosps.*, 132 Cal. App. 4th 458, 465 (2005) (quotations and citations omitted). Furthermore, the  
24 “modern justification for respondeat superior is a deliberate policy allocation of risk ... [t]hat is, an  
25 employer’s liability extends beyond his actual or possible control over the employees to include risks  
26 inherent in or created by the enterprise ... [a] risk is inherent in or created by an enterprise when in the  
27 context of the particular enterprise an employee’s conduct is not so unusual or startling that it would  
28 seem unfair to include the loss resulting from it among other costs of the employer’s business.” *Id.* at

1 469.

2 145. On January 14, 2017, Mr. Dixon placed his arm on Ms. Faraji's lower back. He asked  
3 how she was doing, if she was having fun, and if she wanted a tequila shot. Ms. Faraji felt very  
4 uncomfortable by his unsolicited touching and responded: "No, thank you." Mr. Dixon then moved his  
5 hand lower and started rubbing her body and grabbing her buttocks.

6 146. Beginning in approximately Summer 2017, presumably encouraged by Mr. Dixon's  
7 behavior, which received no consequences, Mr. Bayless began giving Ms. Faraji lingering hugs after  
8 each haircut, putting his body against her own, and pressing against her breasts. He then began to kiss  
9 her on her cheeks. Ms. Faraji was uncomfortable by the physical contact and would make excuses to  
10 leave right after the haircut (e.g., "I need to pick up my son from school."). *See, e.g., Andrade v. Arby's*  
11 *Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1130 (N.D. Cal. 2016) ("forcibly grabbing [plaintiff]'s stomach  
12 and kissing her neck constitutes sexually offensive contact").

13 147. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as  
14 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
15 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
16 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
17 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
18 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
19 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
20 Faraji's rights and safety, she is also entitled to punitive damages. Cal. Civ. Code § 1708.5(b)-(c).

21 **EIGHTH CAUSE OF ACTION**

22 **(Hostile Work Environment (Sex/Gender))**

23 **(Against Defendants Fox, Mr. Dixon, and Mr. Bayless)**

24 148. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
25 though fully set forth herein.

26 149. The FEHA prohibits harassment and discrimination on the basis of sex. Gov. Code §  
27 12940(j). Under Title VII, a hostile work environment sexual harassment claim requires a plaintiff  
28 employee to show she was subjected to sexual advances, conduct, or comments that were (1)



1 unwelcome, (2) because of sex, and (3) sufficiently severe or pervasive to alter the conditions of her  
2 employment and create an abusive work environment. *Meritor Savings Bank v. Vinson*, 477 U.S. 57  
3 (1986). In addition, she must (4) establish the offending conduct was imputable to her employer. *Id.* at  
4 67. California courts have adopted the same standard for hostile work environment sexual harassment  
5 claims under FEHA. *See, e.g., Fisher v. San Pedro Peninsula Hospital*, 214 Cal. App. 3d 590, 608  
6 (1989).

7 150. Ms. Faraji was subject to unwelcome sexual advances, conduct, and/or comments by  
8 Mr. Dixon, Mr. Bayless, and Mr. Diaz. The unwelcome behavior was based on her sex and were  
9 sufficiently severe (e.g., groping, lingering hugs, kisses, comments about her body, requests for sex in  
10 exchange for money, threatening her job when she failed to acquiesce) and/or pervasive (e.g.,  
11 happening nearly every week for over seven years) to alter the conditions of her employment and create  
12 an abusive work environment.

13 151. Fox is strictly liable for her supervisors' actions. *State Dep't of Health Servs. v. Superior*  
14 *Ct.*, 31 Cal. 4th 1026, 1041 (2003) ("FEHA makes the employer strictly liable for harassment by a  
15 supervisor."). Fox is also liable for her coworkers' actions which were well known and ignored. *Id.*  
16 ("The employer is liable for harassment by a nonsupervisory employee only if the employer (a) knew  
17 or should have known of the harassing conduct and (b) failed to take immediate and appropriate  
18 corrective action."). Furthermore, an employee who engages in harassing conduct against another  
19 employee is personally liable for that harassment. Gov. Code § 12940(j)(3).

20 152. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as  
21 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
22 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
23 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
24 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
25 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
26 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
27 Faraji's rights and safety, she is also entitled to punitive damages.

28 //

1 **NINTH CAUSE OF ACTION**

2 **(Hostile Work Environment (Race/National Origin))**

3 **(Against Defendants Fox, Mr. Bayless, and Ms. Taylor)**

4 153. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
5 though fully set forth herein.

6 154. The FEHA prohibits harassment and discrimination on the basis of race and national  
7 origin. Gov. Code § 12940(j). To establish a cause of action for a racially hostile work environment, a  
8 plaintiff must show that: (1) she was a member of a protected class; (2) she was subjected to  
9 unwelcome harassment; (3) the harassment was based on her being a member of a protected class; (4)  
10 the harassment unreasonably interfered with her work performance by creating an intimidating, hostile,  
11 or offensive work environment; and (5) the company is responsible. *See, e.g., Thompson v. City of*  
12 *Monrovia*, 186 Cal. App. 4th 860, 876 (2010).

13 155. Ms. Faraji is a member of a protected class based on her race and national origin  
14 (Iranian) and was subjected to unwelcome harassment based on her race and/or national origin. The  
15 harassment unreasonably interfered with her work performance by creating an intimidating, hostile, and  
16 offensive work environment as: (i) Mr. Bayless and others offensively stereotyped her based on her  
17 race and/or national origin, (ii) Ms. M swore and threw things at her based on her race and/or national  
18 origin, (iii) Ms. Taylor and others consistently ridiculed Ms. Faraji's English proficiency based on her  
19 race and/or national origin; and (iv) Ms. Taylor and others questioned her job performance based on her  
20 race and/or national origin, using that as an excuse to take her off shows.

21 156. Fox is strictly liable for her supervisors' actions. *State Dep't of Health Servs. v. Superior*  
22 *Ct.*, 31 Cal. 4th 1026, 1041 (2003) ("FEHA makes the employer strictly liable for harassment by a  
23 supervisor."). Fox is also liable for her coworkers' actions which were well known and ignored. *Id.*  
24 ("The employer is liable for harassment by a nonsupervisory employee only if the employer (a) knew  
25 or should have known of the harassing conduct and (b) failed to take immediate and appropriate  
26 corrective action."). Furthermore, an employee who engages in harassing conduct against another  
27 employee is personally liable for that harassment. Gov. Code § 12940(j)(3).

28 157. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as

1 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
2 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
3 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
4 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
5 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
6 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
7 Faraji's rights and safety, she is also entitled to punitive damages.

8 **TENTH CAUSE OF ACTION**  
9 **(Hostile Work Environment (Disability))**  
10 **(Against Defendants Fox and Ms. Taylor)**

11 158. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
12 though fully set forth herein.

13 159. The FEHA prohibits harassment and discrimination on the basis of disability. Gov. Code  
14 § 12940(j). A mental disability includes "any mental or psychological disorder or condition, such as  
15 intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning  
16 disabilities, that limits a major life activity." Gov. Code § 12926(j). To establish a cause of action for  
17 disability harassment, a plaintiff must prove "the harassment was either severe or pervasive." *Caldera*  
18 *v. Dep't of Corr. & Rehab.*, 25 Cal. App. 5th 31, 34 (2018) (affirming a jury verdict for \$500,000 in  
19 noneconomic damages where plaintiff's stutter was mocked or mimicked at least one dozen times over  
20 a period of about two years).

21 160. Ms. Faraji has diagnosed PTSD and was subject to severe and pervasive harassment  
22 because of her disability. Specifically, after many years of working together without incident, in June  
23 2023, Ms. Taylor began complaining about Ms. Faraji's humming—an involuntary subconscious  
24 coping mechanism for her diagnosed PTSD. In July 2023, Ms. Doe of Employee Relations asked Ms.  
25 Faraji for a meeting. At the meeting, Ms. Doe told Ms. Faraji that there had been complaints of her  
26 humming. Ms. Faraji explained that her humming is an involuntary subconscious coping mechanism  
27 for her diagnosed PTSD and that everyone at Fox knew she hummed. Ms. Faraji further explained that  
28 she has been humming since she was a child, has been humming her entire tenure at Fox, her humming

1 was exacerbated in stressful situations, and although she hates it and wants it to stop, she does not even  
2 realize when she is humming. Ms. Faraji further explained that if anyone was now complaining they  
3 were only doing so to hurt and embarrass her. Soon after this meeting, in August 2023, Ms. Porretti told  
4 Ms. Faraji that her services were officially no longer needed on *Speak*.

5 161. Fox is strictly liable for her supervisors' actions. *State Dep't of Health Servs. v. Superior*  
6 *Ct.*, 31 Cal. 4th 1026, 1041 (2003) ("FEHA makes the employer strictly liable for harassment by a  
7 supervisor."). Fox is also liable for her coworkers' actions which were well known and ignored. *Id.*  
8 ("The employer is liable for harassment by a nonsupervisory employee only if the employer (a) knew  
9 or should have known of the harassing conduct and (b) failed to take immediate and appropriate  
10 corrective action."). Furthermore, an employee who engages in harassing conduct against another  
11 employee is personally liable for that harassment. Gov. Code § 12940(j)(3).

12 162. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as  
13 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
14 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
15 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
16 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
17 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
18 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
19 Faraji's rights and safety, she is also entitled to punitive damages.

20 **ELEVENTH CAUSE OF ACTION**

21 **(Failure To Prevent Harassment)**

22 **(Against Defendants Fox)**

23 163. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
24 though fully set forth herein.

25 164. Under the FEHA, an employer is obligated "to take all reasonable steps necessary to  
26 prevent discrimination and harassment from occurring." Gov. Code § 12940(k). To establish a claim  
27 under this action, an employee must show three elements: (1) the employee was subjected to  
28 harassment; (2) the employer failed to take all reasonable steps to prevent harassment; and (3) this

1 failure caused the employee to suffer injury, damage, loss, or harm. *Caldera v. Dep't of Corr. &*  
2 *Rehab.*, 25 Cal. App. 5th 31, 34 (2018).

3 165. Ms. Faraji was subject to sex, race, and disability harassment as discussed herein.

4 166. Fox failed to take reasonable steps to prevent harassment: Fox failed to investigate Mr.  
5 Horowitz's good friends Mr. Dixon and Mr. Bayless after Mr. Horowitz was fired amidst allegations  
6 that he sexually harassed numerous women subordinates; Fox failed to investigate Mr. Dixon after a  
7 talk show host reported Mr. Dixon was sleeping with talent; Fox failed to investigate Mr. Dixon  
8 although Employee Relations was privy to his sexual relationship with talent; Fox failed to speak with  
9 Ms. Faraji after questioning Mr. Bayless about whether or not Ms. Faraji had offered him sex; Fox  
10 failed to stop Ms. M from harassing Ms. Faraji; Fox failed to stop Mr. Diaz after becoming aware of his  
11 propensity for misconduct; and Fox failed to stop Ms. Taylor from harassing Ms. Faraji. Fox's failure  
12 to prevent harassment perpetuated a misogynistic, racist, and ableist workplace where executives and  
13 talent were allowed to physically and verbally abuse workers with impunity. Furthermore, on  
14 information and belief, Fox has entered into several nondisclosure agreements with former employees  
15 and talent prohibiting the employees and talent from disclosing the actions of Mr. Dixon and other  
16 wrongdoers.

17 167. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as  
18 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
19 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
20 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
21 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
22 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
23 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
24 Faraji's rights and safety, she is also entitled to punitive damages.

25 **TWELFTH CAUSE OF ACTION**

26 **(Negligent Supervision, Hiring, And Retention)**

27 **(Against Defendants Fox)**

28 168. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as

1 though fully set forth herein.

2 169. California courts have long recognized “the theory that an employer can be liable to a  
3 third person for negligently hiring, supervising, or retaining an unfit employee.” *Doe v. Cap. Cities*, 50  
4 Cal. App. 4th 1038, 1054 (1996). Negligence liability will be imposed on an employer if it “knew or  
5 should have known that hiring the employee created a particular risk or hazard and that particular harm  
6 materializes.” *Phillips v. TLC Plumbing, Inc.*, 172 Cal. App. 4th 1133, 1139 (2009). To establish  
7 negligent supervision, a plaintiff must show that a person in a supervisory position over the actor had  
8 prior knowledge of the actor’s propensity to do the bad act. *Z.V. v. Cnty. of Riverside*, 238 Cal. App. 4th  
9 889, 902 (2015).

10 170. As Fox knew or should have known of Mr. Dixon’s willingness and propensity to use  
11 his position to sexually harass women, Fox is liable for the materialization of that particular harm.

12 171. As Fox knew or should have known of Mr. Bayless’s willingness and propensity to use  
13 his position to sexually harass women, Fox is liable for the materialization of that particular harm.

14 172. As Fox knew or should have known of Mr. Diaz’s willingness and propensity to  
15 sexually harass women, Fox is liable for the materialization of that particular harm.

16 173. As Fox knew or should have known of Ms. Porretti’s propensity for bullying and  
17 threatening employees, Fox is liable for the materialization of that particular harm.

18 174. As Fox knew or should have known of Ms. M’s propensity for bullying and threatening  
19 employees, Fox is liable for the materialization of that particular harm.

20 175. As a direct, foreseeable, and proximate result of Defendants’ unlawful actions, as  
21 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
22 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
23 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
24 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
25 emotional damages, and attorneys’ fees and costs. In addition, as Defendants’ actions were not merely  
26 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
27 Faraji’s rights and safety, she is also entitled to punitive damages.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **(Retaliation)**

3 **(Against Defendants Fox)**

4 176. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
5 though fully set forth herein.

6 177. The FEHA prohibits an employer from discharging, expelling, or otherwise  
7 discriminating against any person because the person has opposed any practices forbidden under the  
8 FEHA. Gov. Code § 12940(h). To plead and prove a claim for retaliation, a plaintiff must establish:  
9 “(1) he or she engaged in a ‘protected activity,’ (2) the employer subjected the employee to an adverse  
10 employment action, and (3) a causal link existed between the protected activity and the employer’s  
11 action.” *Meeks v. Autozone, Inc.*, 24 Cal. App. 5th 855, 878–79 (2018).

12 178. Ms. Faraji engaged in protected activity and immediately experienced an adverse  
13 employment action on many occasions: (i) she took medical leave only to have her supervisor cut her  
14 hours; (ii) she reported a coworker for screaming, 'F\*\*\* you! You Persian b\*\*\*\*!', exhibiting erratic  
15 behavior, and throwing items at her, only to be instructed to leave the workplace herself during the  
16 coworker's outbursts; (iii) she reported Ms. Taylor’s targeting of her based on her race and/or national  
17 origin (Iranian) and disability (PTSD) only to be removed from *Speak*; (iv) she confirmed the sexual  
18 relationship between Ms. Taylor and Mr. Acho and between Ms. Taylor and Mr. Dixon only to become  
19 subject to a contrived firing; (v) she spoke out on behalf of a coworker’s termination only to be shortly  
20 fired thereafter. In each case, the temporal proximity between the protected activity and Fox’s response  
21 creates an inference that the protected activity was connected to the adverse employment action. In each  
22 case, the temporal proximity between the protected activity and Fox’s response creates an inference that  
23 the protected activity was connected to the adverse employment action. *See Scotch v. Art Inst. of*  
24 *California*, 173 Cal. App. 4th 986, 1020 (2009) (“Close proximity in time of an adverse action to an  
25 employee’s resistance or opposition to unlawful conduct is often strong evidence of a retaliatory  
26 motive.”).

27 179. As a direct, foreseeable, and proximate result of Defendants’ unlawful actions, as  
28 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other

1 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
2 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
3 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
4 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
5 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
6 Faraji's rights and safety, she is also entitled to punitive damages.

7 **FOURTEENTH CAUSE OF ACTION**

8 **(Wrongful Termination in Violation of Public Policy)**

9 **(Against Defendants Fox)**

10 180. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as  
11 though fully set forth herein.

12 181. To establish a cause of action for wrongful termination in violation of public policy, a  
13 plaintiff must show: (1) an employer-employee relationship, (2) the employer terminated the plaintiff's  
14 employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the  
15 discharge caused the plaintiff harm. *Nosal-Tabor v. Sharp Chula Vista Med. Ctr.*, 239 Cal. App. 4th  
16 1224, 1234–35 (2015).

17 182. Fox's termination of Ms. Faraji's employment was substantially motivated by a  
18 violation of public policy embodied in codes, statutes, and regulations of the State of California.

19 183. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as  
20 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other  
21 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to  
22 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be  
23 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,  
24 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely  
25 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.  
26 Faraji's rights and safety, she is also entitled to punitive damages.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class and Subclasses,  
3 prays for judgment against Fox as follows:

4 A. For notice to all nonexempt hourly individuals who worked for Fox in California during  
5 the period commencing four years prior to the filing of this Complaint.

6 B. For an order certifying this action as a class action.

7 C. For compensatory damages in an amount according to proof.

8 D. For liquidated damages in an amount according to proof.

9 E. For restitution, including disgorgement or profits according to proof.

10 F. For all applicable statutory and civil penalties.

11 G. For all recoverable pre- and post- judgment interest.

12 H. For all reasonable attorneys’ fees and costs of suit, including expert fees, to the extent  
13 permitted by law, including (without limitation) under California Labor Code sections 218.5, 226,  
14 1194, 2802, and Code of Civil Procedure section 1021.5.

15 I. For an injunction and order permanently restraining Fox from engaging in the unlawful  
16 wage-and-hour business practices complained of herein.

17 J. For such other and further relief as the Court deems appropriate and just.

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

19 A. For compensatory damages in an amount according to proof.

20 B. For emotional distress damages.

21 C. For punitive, treble, liquidated, or other damages.

22 D. For injunctive relief, including but not limited to directing Fox to take immediate and  
23 effective measures to prevent any current or future harassment or retaliation against its workers by Mr.  
24 Dixon, Ms. Taylor, Mr. Diaz, and Ms. Porretti. This should include, at a minimum, terminating the  
25 responsible individuals and conducting more private and comprehensive internal investigations.

26 E. For reasonable attorneys’ fees and costs of suit, including expert fees, to the extent  
27 permitted by law.

28 F. For such other and further relief as the Court deems appropriate and just.


1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a trial by jury on claims so triable.

3  
4 Respectfully submitted,

5 DATED: January 3, 2025

6 AYAZI ABNEY APC

7 By:   
8 Rana Ayazi

9 *Attorney for Plaintiff Noushin Faraji, individually,*  
10 *and on behalf of others similarly situated.*