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Electronically FILED by
Superior Court of California,
County of Los Angeles
1/31/2025 9:45 AM
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Executive Officer/Clerk of Court,
By W. Lee, Deputy Clerk

5 *Attorneys for Plaintiff*
6 *Julie Stewart-Binks, an individual.*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES**

9
10 JULIE STEWART-BINKS, an individual,
11 Plaintiff,
12 vs.

Case No.: 25SMCV00510

COMPLAINT FOR DAMAGES:

1. Sexual Assault
2. Sexual Battery

13 CHARLIE DIXON, an individual, FOX
14 CORPORATION, a Delaware corporation, FOX
SPORTS HOLDINGS, LLC, a Delaware limited
15 liability company, FOX SPORTS 1, LLC, a
Delaware limited liability company, FOX
16 SPORTS 2, LLC, a Delaware limited liability
company, FOX SPORTS PRODUCTIONS,
17 LLC, a Delaware limited liability company, FS1
LOS ANGELES, LLC, a Delaware limited
18 liability company, and DOES 1 – 25, inclusive,

DEMAND FOR JURY TRIAL

19 Defendants.
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1 COMES NOW Plaintiff JULIE STEWART-BINKS, an individual (“Ms. Stewart-Binks” or
2 “Plaintiff”), against Defendant CHARLIE DIXON, an individual (“Dixon”), Defendant FOX
3 CORPORATION, a Delaware corporation (“Fox Corp.”), Defendants FOX SPORTS HOLDINGS,
4 LLC, a Delaware limited liability company, FOX SPORTS 1, LLC, a Delaware limited liability
5 company, FOX SPORTS 2, LLC, a Delaware limited liability company, FOX SPORTS
6 PRODUCTIONS, LLC, a Delaware limited liability company, and FS1 LOS ANGELES, LLC, a
7 Delaware limited liability company (collectively referred to as “Fox Sports”, and together with Fox
8 Corp. as “Fox”), and DOES 1 – 25, inclusive (all named Defendants, together with DOES 1 – 25,
9 collectively referred to as “Defendants”).

10 **I. SUMMARY OF ACTION**

11 1. Ms. Stewart-Binks brings forth this action because during her tenure as a reporter and
12 host at Fox Sports, she was belittled and sexually assaulted by Dixon, the Executive Vice President of
13 Content at Fox Sports. After Ms. Stewart-Binks denied Dixon, Fox made the decision to not renew her
14 contract. And when Ms. Stewart-Binks reported Dixon’s actions to human resources as part of an
15 investigation, Fox egregiously made the deliberate decision to protect Dixon and allow a sexual
16 predator to remain an executive at Fox for nearly a decade. This case thus represents yet another in a
17 long line of cases chronicling the toxic culture at Fox, marked by bad faith promises and repeated
18 failures to address a poisonous and entrenched patriarchy.

19 **II. VENUE AND JURISDICTION**

20 2. Venue is proper because Ms. Stewart-Binks was hired to work out of and did work out
21 of Los Angeles, CA during her tenure at Fox. In addition, the causes of action arise from California
22 state law and a substantial number of the events giving rise to this lawsuit took place in Los Angeles,
23 CA.

24 3. The Court has jurisdiction in this matter because Ms. Stewart-Binks was a resident of
25 Los Angeles, CA while working for Fox, a substantial number of the events giving rise to this lawsuit
26 took place in Los Angeles, CA, and Defendants are qualified to do business in California and regularly
27 conduct business in California. Further, there is no federal question at issue as the claims herein are
28 based solely on California law.

1 **III. THE PARTIES**

2 4. Ms. Stewart-Binks was a resident of Los Angeles, CA while working for Fox. She was
3 employed by Fox as a sports anchor and reporter from approximately June 2013 to June 2017.

4 5. Defendant CHARLIE DIXON is the Executive Vice President of Content for FS1, Fox’s
5 flagship multi-sport national network, overseeing all content and production on the network. Dixon
6 was, in July 2015, the very first significant hiring of former Fox Sports President Jamie Horowitz, who
7 was terminated from Fox in 2017 due to reports of sexual harassment. At all relevant times, Dixon was
8 an agent of Fox and had authority to make decisions impacting Ms. Stewart-Binks’s employment. Upon
9 information and belief, Dixon is a resident of the State of California.

10 6. Defendant FOX CORPORATION is a Delaware corporation with its principal base of
11 business in New York. Defendant FOX CORPORATION is a publicly traded corporation listed on the
12 Nasdaq stock exchange and is the parent company of FOX SPORTS HOLDINGS, LLC, FOX SPORTS
13 1, LLC, FOX SPORTS 2, LLC, FS1 LOS ANGELES, LLC, and FOX SPORTS PRODUCTIONS,
14 LLC. Defendant FOX CORPORATION reported revenue of \$13,980,000,000 and net income of
15 \$1,554,000,000 for the year ending June 30, 2024.

16 7. Defendant FOX SPORTS HOLDINGS, LLC is a Delaware limited liability company
17 with its principal base of business in California.

18 8. Defendant FOX SPORTS 1, LLC is a Delaware limited liability company with its
19 principal base of business in California.

20 9. Defendant FOX SPORTS 2, LLC is a Delaware limited liability company with its
21 principal base of business in California.

22 10. Defendant FS1 LOS ANGELES, LLC is a Delaware limited liability company with its
23 principal base of business in California.

24 11. Defendant FOX SPORTS PRODUCTIONS, LLC is a Delaware limited liability
25 company with its principal base of business in California.

26 12. Ms. Stewart-Binks is ignorant of the true names, capacities, relationships, and extent of
27 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 – 25 but is
28 informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful

1 conduct alleged herein and therefore sues these Defendants by such fictitious names. Ms. Stewart-Binks
2 will amend this complaint to allege the true names and capacities of the DOE Defendants when
3 ascertained.

4 **IV. FACTUAL BACKGROUND**

5 **A. Ms. Stewart-Binks dedicates herself to becoming a sports broadcaster.**

6 13. Ms. Stewart-Binks was born in Toronto, Canada. From a young age, she emersed herself
7 in sports, excelling as a competitive figure skater, member of an all-boys' hockey team, and sprinter on
8 her high school's track and field team. She dreamed of one day competing in the Olympics.

9 14. In high school, Ms. Stewart-Binks was elected head prefect (the equivalent to student
10 council president) by her peers and teachers. She then attended Queen's University in Kingston,
11 Ontario where she obtained two degrees: a Bachelor of Physical and Health Education and a Bachelor
12 of Arts in Drama. While at Queen's University, Ms. Stewart-Binks was encouraged by her mother to
13 volunteer for the university's radio station CFRC. When she tried, however, she was informed that all
14 the spots were taken, but she should try the university's television station, Studio Q (now Queen's TV).
15 She did exactly that and found herself doing an interview for a local coffee house the very next day.
16 The adrenaline of preparing for and performing on camera reminded her of the rush she would get
17 competing in sports. She knew then that broadcasting was what she wanted to do with her life, and
18 specifically, sports broadcasting was her calling.

19 15. For the next three years, Ms. Stewart-Binks dedicated herself to Studio Q/Queen's TV,
20 seizing every opportunity to hone her skills. Due to her strong passion for sports, she particularly
21 focused on athletics, reporting on a wide range of the university's sports programs. In addition, with
22 other students, she produced and starred in a weekly 30-minute television show that aired on a local
23 television station. During her third year of college, Queen's University recognized Ms. Stewart-Binks's
24 work with others and awarded her the Fred Lamble Bartlett Memorial Award (an award with a full
25 year's paid tuition given to the student who best demonstrates "integrity, leadership and a sensitivity to
26 and respect for the feelings of others").

27 16. With a career in sports broadcasting in mind, Ms. Stewart-Binks began applying for
28 relevant internships, using her time on Studio Q/Queen's TV to create a demo reel to strengthen her

1 applications. However, with no journalism program at her university, she faced the challenge of cold
2 calling and emailing potential employers, only to be told that competitive internships were only open to
3 candidates from established university journalism programs.

4 17. During her senior year, Canadian sportscaster Chris Cuthbert, the lead play-by-play
5 commentator for CBC Sports/Sportsnet for *Hockey Night in Canada*, visited her university as an alumni
6 guest speaker. Recognizing the opportunity, Ms. Stewart-Binks stayed after the event to thank him,
7 share her demo reel, and seek advice on pursuing her dream of becoming a sports broadcaster. In
8 response, Mr. Cuthbert complimented her instincts in bringing the demo reel and encouraged her to
9 remain persistent and assertive in chasing her ambitions. Inspired by his advice, she reached out to
10 other journalists and broadcasters for guidance. While they commended her passion and early work,
11 they unanimously emphasized that to break into the industry, she would need a journalism degree.

12 18. After graduating from college, Ms. Stewart-Binks secured an internship with a local
13 news anchor, where she was allowed to gain experience reporting on camera on several occasions.
14 During this period, she applied and was accepted to the Masters of International Broadcast Journalism
15 program at City, University London—a program representing students from 38 countries, many
16 training to become war correspondents. While pursuing her studies, she interned at Sky News (where
17 she was offered a producer position), Sky Sports, and CBC London (where she built a network that
18 later helped her obtain an entry role at CBC in Toronto).

19 19. After graduating from journalism school, Ms. Stewart-Binks began her career as a shot
20 lister at CBC's *Hockey Night in Canada*. In this entry-level role, she watched hockey broadcasts,
21 recording every shot, pass, save, and other action. Not too long into this role, she got the chance to meet
22 with the head of CBC, who explained that a leap from shot lister to sports broadcaster was unlikely and
23 that she should get out of Toronto and pay her dues by getting experience at smaller networks. He
24 offered her candid advice: "If you want to be on TV, go be on TV." Taking this advice, Ms. Stewart-
25 Binks continued at CBC but began to volunteer at local networks, often staying at her grandmother's
26 retirement residence while covering nearby minor league hockey.

27 20. From her volunteer work, Ms. Stewart-Binks compiled a demo package that she sent to
28 over 40 networks across Canada, from Prince Edward Island to the Northwest Territories. However,

1 despite her best efforts, she did not receive a single interview.

2 **B. Ms. Stewart-Binks works hard to reach FS1.**

3 21. Undeterred, Ms. Stewart-Binks pressed on in her dream of becoming a sports
4 broadcaster, and in June 2011, was able to obtain a position at *Fox Soccer Report* on Fox Soccer
5 Channel, a network of Fox that was based in Winnipeg but aired across the United States. While she
6 was hired as a reporter and anchor, she found herself mostly working off-air, writing scripts, preparing
7 highlights, and supporting on-air talent. She began to search for opportunities that would allow her to
8 gain more on-air experience.

9 22. Ms. Stewart-Binks was then able to secure a sports broadcasting position at CTV in
10 Regina, a small city west of Winnipeg. The station had remembered receiving her demo package and
11 recognized her passion for sports broadcasting. Although her new salary was modest, forcing her to
12 sublet a room in a basement, she was thrilled for the opportunity to be a reporter and late-night anchor,
13 where she would shoot highlights and stories for the 6:00 PM and 11:30 PM news, completing every
14 facet of the broadcasting process (writing, editing, anchoring, shooting, and producing).

15 23. In 2011 and 2012, while working at CTV, Ms. Stewart-Binks assisted the Boston Bruins
16 of the National Hockey League (NHL) in their scouting combine, interviewing prospective draft picks
17 and giving recommendations based on her opinion of their character and their responses. Around 2012,
18 at the recommendation of a scout, she completed a six-week course titled Hockey Scouting and General
19 Managing with Sports Management Worldwide. Through this course, she developed lasting
20 professional relationships with scouts from various professional hockey leagues, which she continues to
21 maintain to this day.

22 24. Around 2012, when local hockey star Ryan Murray was projected to be a high pick in
23 the NHL draft, Ms. Stewart-Binks pitched CTV on covering the draft. The station was amenable
24 provided she would also produce a 22-minute documentary about the draft. While she knew it would be
25 difficult, she agreed and set off to Pittsburgh to cover the draft and film the documentary. While
26 working on the documentary, Ms. Stewart-Binks was introduced to Mr. Murray's agent, Rick Valette
27 from Octagon Entertainment, who gave her full access to Mr. Murray. Soon after, Mr. Valette
28 introduced Ms. Stewart-Binks to John Ferriter, a colleague at Octagon Entertainment who worked out

1 of Los Angeles. Mr. Ferriter arranged several key meetings for her, including with FS1—Fox’s new
2 multi-sport national network that was about to be launched.

3 25. Ms. Stewart-Binks then flew to Los Angeles for those meetings, including the meeting at
4 FS1 where she met with John Entz (former President of Production and Executive Producer at Fox
5 Sports), Eric Shanks (current Chief Executive Officer and Executive Producer at Fox Sports), Jacob
6 Ullman (current Senior Vice President of Production and Talent Development at Fox Sports), Larry
7 Jones (Executive Vice President of Business at Fox Sports), and Scott Ackerson (former Executive
8 Vice President at Fox Sports). After the meeting, FS1 requested a full broadcasting demo of Ms.
9 Stewart-Binks, and she promptly submitted five. Shortly thereafter, FS1 flew Ms. Stewart-Binks out to
10 Los Angeles for another interview involving an audition.

11 26. She performed well on the audition, and in the spring of 2013, FS1 extended an offer to
12 Ms. Stewart-Binks to become an Update Anchor. Ms. Stewart-Binks was set to join an impressive team
13 of broadcasters in Los Angeles at FS1, including fellow Canadians Jay Onrait and Dan O’Toole,
14 previous stars of *TSN Sports Centre*.

15 **C. Ms. Stewart-Binks excels at FS1.**

16 27. Approximately six weeks before the network’s launch, Ms. Stewart-Binks and her new
17 colleagues arrived in Los Angeles for a rehearsal period, with the majority living at Fox’s corporate
18 housing across Los Angeles.

19 28. Approximately four weeks before the network’s launch, FS1 began interviewing for a
20 host of *Fox Soccer Daily*. Although Ms. Stewart-Binks already would be working at FS1 as an Update
21 Anchor, she drew from her prior experience with *Fox Soccer Report* in Winnipeg and Sky Sports in
22 London to audition and secure the additional role.

23 29. As the network launched, FS1 also invited Ms. Stewart-Binks to be a host to cover the
24 2014 Winter Olympics in Sochi, Russia. At the Olympics, the FS1 team covered every sport and
25 produced content from a custom-built recording studio within a hotel Fox had built for the games.
26 While covering figure skating, she drew on her past as a competitive figure skater to make a
27 meaningful connection with legendary athlete Michelle Kwan. Ms. Stewart-Binks’s dream of making
28 the Olympics had come true; she was covering the pinnacle of sports alongside colleagues she admired.

1 30. Following her return from the Olympics, Ms. Stewart-Binks was very busy at Fox. In
2 addition to her Update Anchor duties, she reported on the UEFA Champions League, hosted UEFA
3 Europa League matches, filled in as a host for games of the NHL's Los Angeles Kings, reported on the
4 NHL Stanley Cup playoffs, was Fox's main sideline reporter for U.S. Women's and Men's National
5 Soccer Team matches, and took on various assignments as needed (e.g., covering a college football
6 game, domestic and international travel for sit down interviews with league commissioners and high-
7 profile athletes). In the Fall of 2014, Ms. Julie Stewart-Binks started covering the Anaheim Ducks of
8 the NHL.

9 31. Beginning in 2015, Ms. Stewart-Binks began covering Major League Soccer (MLS)
10 matches as Fox's main sideline reporter. On March 4, 2015, she broke the news that MLS had finalized
11 a new collective bargaining agreement with the MLS Players Union. In June 2015, Fox then had Ms.
12 Stewart-Binks cover the Women's World Cup, covering 15 different teams in 33 different games across
13 Canada in one summer. Once the Women's World Cup concluded, she immediately jumped into Fox's
14 Concacaf Gold Cup Coverage, covering matches from coast to coast. She didn't rest after the Gold Cup
15 and hopped right back into covering MLS for Fox. Throughout this period, she traveled on the road for
16 over 60 days without going home once.

17 32. During this time, multiple articles were written about Ms. Stewart-Binks. One such
18 article titled *Sport's Media's 10 Rising Stars of 2015* reads: "If there's an award for the hardest working
19 person in sports media, it might just go to Julie Stewart-Binks. What didn't she do for FS1 this year?
20 Her epic one person barnstorming tour around Canada during the Women's World Cup is something
21 that few could replicate. If that's not enough, she also hosts Fox Sports Live from time to time and
22 continues to work as an anchor, host, sideline reporter, and pretty much everything in between."

23 **D. Mr. Horowitz and Dixon are hired to take over FS1.**

24 33. Following the Olympics, things started to change at Fox. Many of the original daily
25 shows, including *Fox Soccer Daily*, were cancelled. While Ms. Stewart-Binks felt somewhat secure
26 given her recent roles at the Olympics, Stanley Cup, Champions League, Europa League, World Cup,
27 and Gold Cup, her ongoing reporting of MLS, her coverage of the NHL for Fox Sports West (which
28 FS1 required on top of her other duties), and her position as an Update Anchor, she and her colleagues

1 were worried given the turmoil.

2 34. In May 2015, Mr. Horowitz was hired to be President of Fox Sports. Soon after, in July
3 2015, Mr. Horowitz hired his good friend Dixon as Executive Vice President of Content for FS1 and
4 FS2. The two had the power to pick and choose who would be on camera for the networks.

5 35. In Fall 2015, after Ms. Stewart-Binks returned from her travels for the network, she
6 sought out to meet with Mr. Horowitz—her new boss. At this meeting, Mr. Horowitz told Ms. Stewart-
7 Binks that he had not heard of her current agent, and she should hire Creative Artists Agency (“CAA”),
8 an agency that represented Mr. Horowitz and Dixon. Mr. Horowitz then facilitated a connection
9 between Ms. Stewart-Binks and CAA agent Nick Khan. At the meeting, Mr. Khan told her that she
10 needed to fire her current agent as her current agent was not on “Jamie and Charlie’s team.” Knowing
11 how important Mr. Horowitz and Dixon were to her future at Fox, Ms. Stewart-Binks reluctantly fired
12 her agent and hired CAA.

13 36. In early 2016, it became known that one of the rising personalities at FS1, Jason
14 Whitlock, would be getting a show for Super Bowl week, *Jason Whitlock’s House Party by the Bay*.
15 Mr. Whitlock, who had co-hosted with Ms. Stewart-Binks on Fox Sports radio a few times and had
16 expressed that he likes how he performed while they were together on air, let her know her that he
17 wanted her to be on the show. Ms. Stewart-Binks told her friend (“Anonymous Friend”), and the two
18 women celebrated together. Ms. Stewart-Binks felt she was being accepted as part of FS1’s “new
19 regime” (as it was dubbed by employees at Fox). FS1 then set a meeting for January 28, 2016 with Mr.
20 Whitlock, Ms. Stewart-Binks, Dixon, and others to discuss the upcoming Super Bowl week show.

21 **E. Dixon berates and sexually assaults Ms. Stewart-Binks.**

22 37. On January 27, 2016, the night before the Super Bowl meeting, Dixon texted Ms.
23 Stewart-Binks: “Yo Charlie here. I moved to marina deal ray. Del* ... I wanted to go over expectation
24 before tomorrow so you know my plan.” Dixon then asked that she meet him at Cast & Plow, a
25 restaurant and bar at the Marina Del Rey Ritz-Carlton where Dixon was staying, to go over notes. Ms.
26 Stewart-Binks was thrilled—the head of content at FS1’s new regime had recognized her talent and was
27 eager to help propel her career forward. It wasn’t unusual for Dixon to meet with his preferred talent—
28 both men and women—at informal locations to discuss work matters. In fact, Ms. Stewart-Binks had

1 joined a similar meeting with Dixon and a coworker on a previous occasion without issue. Now,
2 excited for her own opportunity, Ms. Stewart-Binks jumped into her Toyota Corolla and drove to the
3 Ritz Carlton, looking forward to the meeting and the opportunity to be a key face on air during Super
4 Bowl week.

5 38. When Ms. Stewart-Binks arrived, Dixon was dressed very casually sitting at one of the
6 highchairs facing the bar as opposed to being in professional attire at a table. Ms. Stewart-Binks sat to
7 his left and ordered a glass of white wine. Dixon started the conversation by explaining that they
8 needed to talk about the Super Bowl because, as she already knew, Mr. Whitlock had requested her for
9 his Super Bowl show. Ms. Stewart-Binks agreed, but to her shock, instead of discussing logistics or his
10 vision for the show, Dixon began berating Ms. Stewart-Binks, telling her “I don’t want you going to the
11 Super Bowl.” Dixon explained, “You’re not funny, interesting, or talented.” In his opinion, she was not
12 “capable of handling big moments on TV.” He then gestured to the bar, saying “the only way someone
13 would watch you is if you got on top of this bar and took your top off.” Dixon continued: “You’re not
14 hot enough to be a hot girl on TV.”

15 39. He spoke with a matter-of-fact voice and objective cadence as if he was discussing the
16 weather and not tearing into her career. Ms. Stewart-Binks’s mind raced and slowed down all at once as
17 she tried to process what was happening. She became determined to correct this wrong in his mind and
18 show him that she was funny, interesting, and talented.

19 40. Dixon concluded by asking what she wanted to do. Ms. Stewart-Binks answered that she
20 liked hosting. Dixon responded: “You’re not a good host. Joy Taylor is a good host.” Ms. Stewart-
21 Binks was confused, wondering why he would mention someone else, someone she did not even know,
22 when they had met to discuss her segment at the Super Bowl.

23 41. The bartender then announced last call, and Dixon ordered two beers. Ms. Stewart-Binks
24 politely declined, as she had purposefully limited herself to a single glass of white wine because she
25 was on a work visa and could face deportation if caught driving impaired. But Dixon continued to try to
26 pressure her to have another drink. He then told her, “Come on, I want to show you the view from my
27 room. Just stay a little bit longer. You aren’t going to go, are you?”

28 42. Although alerts went off in Ms. Stewart-Binks’s mind to not go upstairs into a room

1 with a man she barely knew, she ignored those concerns—Dixon was not a random man, he was her
2 boss, the Executive Vice President of Content for FS1 and FS2, and his opinion of her was her career.
3 She had already said no to a second drink, so she couldn't say no again. Ms. Stewart-Binks reluctantly
4 headed upstairs to the room, which turned out to be just a standard room with two queen beds rather
5 than the spacious room she had anticipated given his executive position at Fox. The bed he was not
6 using was covered with t-shirts of different colors with graphics on them, laid one on top of each other.
7 Dixon then led her outside to the balcony stating, "pretty nice view", and although it was just darkness,
8 she replied "yeah, great."

9 43. As Ms. Stewart-Binks stood on the balcony looking out into the darkness, Dixon swiftly
10 pushed her against the wall and pinned her arms to her side. With her arms forcefully held down and
11 his body pressed against hers, Dixon tried to force his tongue into her mouth. Ms. Stewart-Binks sealed
12 her mouth shut. Dixon ignored her, continuing to press against her body and lick her closed mouth.
13 While keeping one of her arms pinned, he moved his other arm from pressing her upper elbow against
14 the wall to her body and towards her chest. Ms. Stewart-Binks seized the moment of partial freedom to
15 push him away, say "get off of me," and rapidly leave the hotel room.

16 44. Ms. Stewart-Binks got her car from valet and called Anonymous Friend. Ms. Stewart-
17 Binks explained what happened, and the two women who were previously thrilled for Ms. Stewart-
18 Binks's chance to be in the spotlight at the Super Bowl and a part of FS1's new regime commiserated
19 over the awfulness of the situation. Ms. Stewart-Binks then called her mom. The two agreed that it
20 would be wiser for Ms. Stewart-Binks to remain silent rather than risk the career she had worked so
21 hard to build. This was before the #MeToo movement, and sadly, they feared speaking out would cost
22 her everything.

23 **F. As Ms. Stewart-Binks processes what Dixon did to her, Fox asks for a lap dance.**

24 45. The following day, on January 28, 2016, Ms. Stewart-Binks arrived to the Super Bowl
25 meeting, pretending that everything was normal to protect her career. Dixon arrived late to the meeting
26 and did not say a single word to Ms. Stewart-Binks throughout the meeting. The meeting concluded as
27 if nothing had happened the night before, and the team agreed that Ms. Stewart-Binks would join Mr.
28 Whitlock on *Jason Whitlock's House Party by the Bay*.

1 46. On February 4, 2016, about an hour before Ms. Stewart-Binks was scheduled to go on
2 air for *Jason Whitlock's House Party by the Bay*, a producer informed her that New England Patriots
3 star tight end Rob Gronkowski, a guest on the show, had just revealed on *Conan* that he had once been
4 a stripper in college. The producer explained that FS1 wanted to capitalize on this by having Ms.
5 Stewart-Binks ask for his "Magic Mike moves" with the intention of creating a viral moment. He then
6 handed her one-dollar bills as props, telling her that the plan was for her to ask Mr. Gronkowski "how
7 he could get the most money out of her."

8 47. Ordinarily, Ms. Stewart-Binks would have considered the implications of such a
9 performance. However, fresh off Dixon's assault, both physical and verbal, Ms. Stewart-Binks was
10 determined to prove that she was fun and belonged in FS1's new regime. Such was the state of her
11 mind that she became hyperfocused on proving she could succeed at her given task and even panicked
12 at the thought of Mr. Gronkowski backing out. She had to show Dixon and Fox that she had what it
13 took to be a fun, interesting personality capable of handling big moments on TV. And so, the show took
14 place as planned, and both Mr. Horowitz and Dixon told her that she "did good."

15 48. The performance faced an immediate backlash. Online, Ms. Stewart-Binks was
16 lambasted on Twitter and social media with comments and messages criticizing her, claiming she was
17 setting back women through her actions. She sat down, scrolled through the articles, and cried.
18 Devastated, Ms. Stewart-Binks called her agents at CAA who responded: "Toughen up. You have a
19 Wikipedia page now." In the wake of the backlash, Fox's public relations team instructed Ms. Stewart-
20 Binks to refrain from speaking with anyone.

21 49. Following Fox's direction, Ms. Stewart-Binks remained silent outwardly, though
22 Dixon's assault and the media's portrayal of her took a profound emotional toll and left her in tears
23 much of the time. She carried on with her regular coverage of MLS and NHL. She confided in another
24 host at FS1 ("Anonymous Host") about the Dixon incident who validated what had happened to her.
25 Around the same time, a player on the Anaheim Ducks of the NHL extended unsolicited private
26 reassurances, providing encouragement for her career and affirming that the media's portrayal was
27 inaccurate, saying, "Don't listen to the noise. We know who you are. You're a good person and good
28 reporter."

1 **G. Ms. Stewart-Binks is pushed out of Fox.**

2 50. On March 27, 2016, over Easter weekend, Ms. Stewart-Binks's agents at CAA informed
3 her that Fox was not going to renew her contract. Ms. Stewart-Binks immediately requested a meeting
4 with Mr. Horowitz, but his assistant told her that he was not available. She then reached out directly to
5 Mr. Horowitz who said he didn't have the time for her. Ms. Stewart-Binks replied that she wanted an
6 explanation as to why her contract, which included a renewal provision that had previously been picked
7 up and which she had expected to be picked up again given her workload, was now not being renewed.
8 Mr. Horowitz reluctantly agreed to meet with her where he told her, "I'm sorry. There's nothing for
9 you to do here." Ms. Stewart-Binks responded that, in addition to her regular reporting duties, she had
10 also been covering both MLS and NHL. Mr. Horowitz seemed surprised, presumably because he did
11 not know about her work with MLS and NHL, but he explained that because Fox was no longer going
12 to have news updates, her contract as an update anchor was not going to be renewed.

13 51. Despite FS1's attempt to remove her immediately, Fox's soccer department intervened,
14 emphasizing the importance of having Ms. Stewart-Binks complete the newly started MLS season. To
15 make this possible, the department arranged for Ms. Stewart-Binks to sign additional contracts with
16 Fox, allowing her to continue broadcasting on both FS1 and Fox's main channel through the season.
17 She was compensated at a reduced per-game rate. Additionally, the Anaheim Ducks also arranged for
18 Ms. Stewart-Binks to sign a contract with Fox, securing her services as a freelancer with Fox Sports
19 West.

20 52. In April 2016, David Neal, Fox Sports Vice President of Production and the Executive
21 Producer of their FIFA World Cup coverage, told Ms. Stewart-Binks that the non-renewal of her
22 contract had disrupted Fox's plans for covering the Copa América Centenario, as she had been slated to
23 cover the tournament but could no longer do so due to her contract status. Ms. Stewart-Binks wondered
24 why her contract was not being renewed when Mr. Neal was simultaneously mentioning to her that she
25 was an asset.

26 53. In July 2016, Ms. Stewart-Binks was watching TV while running on a treadmill at a
27 hotel gym when she saw Ms. Taylor hosting news updates on FS1. Ms. Stewart-Binks immediately
28 stopped the treadmill and contacted her agents at CAA, asking why she was seeing Ms. Taylor on

1 television doing news updates when she had been told her contract was not renewed because FS1 had
2 decided to stop doing news updates. Her agents told her that she needed to get over it and move on.

3 54. On August 16, 2016, after playing softball, Ms. Stewart-Binks went out to dinner with
4 two of her friends both of whom worked on air at Fox during this time. At the restaurant, one of the
5 friends mentioned that they had also invited Ms. Taylor. Unbeknownst to them all, Ms. Taylor arrived
6 with Dixon as an unexpected plus one. During the dinner, Ms. Taylor and Dixon kept to themselves
7 while Ms. Stewart-Binks remained quiet as a pit grew in her stomach. Towards the end of dinner, at
8 around 11:00 PM, Dixon turned to Ms. Taylor and said, “we need to go work on your on-air
9 performance.” The two then left together. One of the friends, bewildered by the encounter, asked
10 “Okay, what the f*** just happened?” Ms. Stewart-Binks then shared what Dixon had done to her.

11 55. In Fall 2016, Ms. Stewart-Binks received a potential opportunity from ESPN and was
12 told by her agents at CAA that she needed to fly out to meet with ESPN Senior Vice President Mark
13 Gross. Ms. Stewart-Binks did not know the nature of the meeting but assumed it would be a discussion
14 about her, her qualifications, aspirations, and goals. Instead, on September 13, 2016, when she arrived
15 for the meeting, ESPN’s head of talent told her that during the meeting Mr. Gross wanted to ask her
16 about the lap dance incident with Mr. Gronkowski. When Ms. Stewart-Binks looked taken aback,
17 ESPN’s head of talent asked, “your agents didn’t tell you?” He then sat down, encouraged her, and they
18 practiced responses together. Ms. Stewart-Binks carefully explained the situation while refraining from
19 mentioning what Dixon had done. At the meeting with Mr. Gross, she truthfully explained that she had
20 felt pressured by Fox and that her primary goal had been to satisfy her supervisors, and she had never
21 done anything like that before. Mr. Gross accepted her explanation, and shortly thereafter, Ms. Stewart-
22 Binks was formally offered the position.

23 56. The position with ESPN was not a full-time role and it did not come with any guarantees
24 of future opportunities but was a limited 40-game contract. However, Ms. Stewart-Binks did not have
25 anywhere else to go. Despite interviewing with various networks, sometimes progressing through
26 multiple rounds, the focus consistently returned to the lap dance incident. Unlike Mr. Gross at ESPN,
27 no one else had been willing to hear her out, and as a result, she had not received any other offers.

28 57. In December 2016, the MLS season ended. During the end-of-the-season Christmas

1 party, she let her Fox MLS family know that she would be leaving Fox and going to ESPN. She fought
2 back tears, telling them how much they had meant to her, and how although she did not want to leave,
3 she had to. They were all very supportive of her. Around the same time, Fox informed her that she
4 could not continue freelancing for the Anaheim Ducks while working for ESPN. Despite explaining
5 that she had received prior approval before accepting the ESPN position, Fox told her that it had
6 changed its mind. In June 2017, she finished the remainder of the Anaheim Ducks season and left Fox
7 entirely.

8 **H. After Ms. Stewart-Binks is pushed out, Fox calls Ms. Stewart-Binks to ask about Dixon.**

9 58. In June 2017, Anonymous Host called Ms. Stewart-Binks to let her know that they had
10 shared her story with another woman at Fox (“Anonymous”) because Anonymous was going through a
11 similar situation. Anonymous then called Ms. Stewart-Binks, shared her own experiences at Fox, and
12 urged Ms. Stewart-Binks to participate in Fox’s internal ongoing investigation. She agreed to do so.

13 59. On June 29, 2017, a Fox Human Resources representative called Ms. Stewart-Binks.
14 During their call, Ms. Stewart-Binks recounted what Dixon had done. The Human Resources
15 representative seemed unsurprised and asked who else Ms. Stewart-Binks had told. Ms. Stewart-Binks
16 responded that she had told Anonymous Host, Anonymous, and a different on-air talent. The Human
17 Resources representative then pressed on whether Mr. Horowitz had sexually assaulted her, to which
18 Ms. Stewart-Binks responded that while she understood that they were investigating Mr. Horowitz, he
19 had not sexually assaulted her, and they really needed to be investigating Dixon. That night, at the
20 Human Resources representative’s request, Ms. Stewart-Binks sent Fox text messages corroborating
21 what Dixon had done. Anonymous Host and the other on-air talent later called Ms. Stewart-Binks to let
22 her know that Fox had called them, and they had corroborated her story as well.

23 60. On July 3, 2017, news emerged that Mr. Horowitz had been fired following allegations
24 of sexual harassment. Ms. Stewart-Binks waited for updates regarding Dixon but heard nothing. Shortly
25 thereafter, a Human Resources representative contacted Ms. Stewart-Binks and informed her that Fox
26 had completed its investigation, had dealt with the situation, and thanked her for her help. Nothing
27 happened to Dixon.

28 61. In Fall 2017, after Fox had still not taken any action regarding Dixon, Ms. Stewart-Binks

1 directly reached out to Mr. Shanks, who she admired at the time. She told him, “Shouldn't be a long
2 call, but an important one.” Mr. Shanks originally agreed to take her call, but then the call was
3 cancelled and never rescheduled. Shortly after the call was cancelled, she spoke with her friend in the
4 media who told her that Mr. Shanks likely dodged her call to give himself plausible deniability to what
5 he knew Dixon had done and might still be doing. Disheartened, she concluded that Fox did not care
6 about her experiences.

7 **I. After struggling to recover from her time at Fox, Ms. Stewart-Binks is ready to share her**
8 **story and seek vindication.**

9 62. In December 2017, as part of her limited freelancer position with ESPN, Ms. Stewart-
10 Binks was asked to cover the MLS cup. She was the first person ever to cover back-to-back MLS cups
11 on two different national networks.

12 63. In 2018, while taking an involuntary hiatus from sports, Ms. Stewart-Binks began to
13 explore improv and then stand-up comedy to improve her broadcasting craft. In a 2019 interview titled
14 *Julie Stewart-Binks on how comedy led her back to sports*, she shared that she turned to comedy
15 because no one was answering her emails or phone calls for work in the sports industry. Ms. Stewart-
16 Binks further shared: “I’ve had certain sorts of moments in my life where I think like ‘Is this it?’ ... I’d
17 be walking down the street and then I’d just start crying, like ‘I just don’t know where I’m going, I
18 don’t know what it is.’” Ms. Stewart-Binks continued that during her time in comedy, she began
19 securing jobs based not on her prior experience with national networks, but because individuals who
20 followed her on social media found her funny and interesting. She further shared, without providing
21 Dixon’s name, a glimpse into how his actions had affected her.

22 *I had a lot of former bosses at many different places not believe in me.*
23 *I’ve tweeted about them sometimes. And there’s one in particular who*
24 *still works at FS1, who I would say just really kind of hurt my*
25 *development mentally and at FS1. He always just was very negative on*
26 *my abilities and was just like ‘You don’t have what it takes to be a fun*
27 *interesting personality.’ And I always remembered that and thought, ‘No,*
28 *I know I do, and I’m going to prove it to you that you messed up. [’] Kind*

1 *of like a draft pick when you're overlooked. I always have him kind of in*
2 *the back of my mind, not a lot, but 'I know that you can see me doing this*
3 *stuff, and I hope that you regret saying the things you did to me.'*

4 64. Ms. Stewart-Binks tried to put everything about Fox behind her and move forward with
5 her new positions within the sports industry, but each time she saw a former colleague from Fox
6 thriving on the national stage while she remained covering smaller markets, a pang of frustration
7 lingered. This wasn't the life she had envisioned for herself—something had gone awry. Intrusive
8 thoughts would enter her mind on how different her life could have been if she had just had sex with
9 Dixon, but she would shut them down. To cope with the severe emotional toll of what Dixon had done
10 to her, Ms. Stewart-Binks sought professional help.

11 65. On January 5, 2025, news emerged that Noushin Faraji had sued Fox, Skip Bayless,
12 Charlie Dixon, and Joy Taylor on 14 counts including sexual battery. Ms. Stewart-Binks began
13 receiving support—including text messages from individuals currently at Fox and ESPN who were
14 made privy to her story years ago—to come forward. Below are messages from just six of the many
15 individuals who messaged Ms. Stewart-Binks regarding Ms. Faraji's lawsuit:

- 16 a. “Fox sports story. Charlie. Thought of you immediately.”
- 17 b. “Hi, saw this and remembered what you told me long ago.”
- 18 c. “I mean, we BOTH told Fox he was trouble. I was shocked he didn't go w Jamie.”
- 19 d. “I want to feel happy [but] I just know he's gonna go get another job like Jamie and Lee
20 Fitting and literally anyone ever accused of sexual harassment.”
- 21 e. “How is Charlie still there. He's literally the biggest dirt bag I've ever worked for.”
- 22 f. “It wasn't right what Charlie did ... You called me after the ritz.”

23 66. When Ms. Stewart-Binks finally had the opportunity to sit down and read the complaint
24 in its entirety, she recognized herself in the document and further realized it lacked first-hand accounts
25 of the formal complaints made against Dixon. Ms. Stewart-Binks reached out to Ms. Faraji and asked
26 how she could help, Ms. Faraji simply asked that Ms. Stewart-Binks tell her story to the world.

27 67. On January 25, 2025, one of Ms. Stewart-Binks's colleagues told her that Dixon has
28 been coming to work as usual, stating “I'm not going anywhere.”

1 the legal system to seek a legal remedy. As a result, AB 1619 created Code of Civil Procedure Section
2 340.16, which extended the time for bringing an action seeking damages for sexual assault of an adult
3 to ten years after the date of the assault, or three years after the plaintiff discovered that an injury or
4 illness was the result of the assault, whichever date is later.” The Assembly Committee then concluded
5 that while AB 1619 had not expressly revived claims commenced prior to its effective date (January 1,
6 2019), AB 2777 would amend Code of Civil Procedure Section 340.16 to expressly state that claims
7 based on conduct that occurred between January 1, 2009 and January 1, 2019, that would have
8 otherwise been barred by the applicable statute of limitations, may now be commenced by December
9 31, 2026.

10 72. California Code of Civil Procedure section 340.16(b)(1) defines “sexual assault” as “any
11 of the crimes described in Section 243.4 ... of the Penal Code, assault with the intent to commit any of
12 those crimes, or an attempt to commit any of those crimes.” In turn, California Penal Code section
13 243.4(a) states: “Any person who touches an intimate part of another person while that person is
14 unlawfully restrained by the accused or an accomplice, and if the touching is against the will of the
15 person touched and is for the purpose of sexual arousal, sexual gratification, or sexual abuse, is guilty
16 of sexual battery.” Penal Code section 243.4(e) further states: “Any person who touches an intimate
17 part of another person, if the touching is against the will of the person touched, and is for the specific
18 purpose of sexual arousal, sexual gratification, or sexual abuse...is guilty of misdemeanor sexual
19 battery.” The statute defines “touches” as “physical contact with the skin of another person whether
20 accomplished directly or through the clothing of the person committing the offense” Cal. Pen. Code §
21 243.4(f). The statute further defines “intimate part” as “the sexual organ, anus, groin, or buttocks of any
22 person, or the breast of a female.” Cal. Pen. Code § 243.4(g).

23 73. Dixon committed sexual assault. On January 27, 2016, as Ms. Stewart-Binks stood on
24 the balcony looking out into the darkness, Dixon swiftly pushed her against the wall and pinned her
25 arms to her side. With her arms forcefully held down and his body pressed against hers, Dixon tried to
26 force his tongue into her mouth. Ms. Stewart-Binks sealed her mouth shut. Dixon ignored her,
27 continuing to press against her body and lick her closed mouth. While keeping one of her arms pinned,
28 he moved his other arm from pressing her upper elbow against the wall to her body and towards her

1 chest. Ms. Stewart-Binks seized the moment of partial freedom to push him away, say “get off of me,”
2 and rapidly leave the hotel room. *See, e.g., Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115,
3 1130 (N.D. Cal. 2016) (“forcibly grabbing [plaintiff]’s stomach and kissing her neck constitutes
4 sexually offensive contact”).

5 74. Fox is liable under a respondeat superior theory. “The rule of respondeat superior is
6 familiar and simply stated: an employer is vicariously liable for the torts of its employees committed
7 within the scope of the employment.” *Hartline v. Kaiser Found Hosps.*, 132 Cal. App. 4th 458, 465
8 (2005) (quotations and citations omitted). Furthermore, the “modern justification for respondeat
9 superior is a deliberate policy allocation of risk ... [t]hat is, an employer’s liability extends beyond his
10 actual or possible control over the employees to include risks inherent in or created by the enterprise ...
11 [a] risk is inherent in or created by an enterprise when in the context of the particular enterprise an
12 employee’s conduct is not so unusual or startling that it would seem unfair to include the loss resulting
13 from it among other costs of the employer’s business.” *Id.* at 469.

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

22 **SECOND CAUSE OF ACTION**

23 **(Sexual Battery)**

24 **(Against All Defendants)**

25 76. Ms. Stewart-Binks re-alleges and incorporates each and every paragraph of this
26 Complaint as though fully set forth herein.

27 77. Sexual battery is a statutory tort. The statute provides in relevant part that “[a] person
28 commits sexual battery” if he or she “[a]cts with the intent to cause a harmful or offensive contact with

1 an intimate part of another, and sexually offensive contact with that person directly or indirectly
2 results.” Cal. Civ. Code § 1708.5(a). The statute defines “intimate part” as “the sexual organ, anus,
3 groin, or buttocks of any person, or the breast of a female.” Cal. Civ. Code § 1708.5(d)(1). The term
4 “offensive contact” means “contact that offends a reasonable sense of personal dignity.” Cal. Civ. Code
5 § 1708.5(d)(2).

6 78. Dixon committed sexual battery. On January 27, 2016, as Ms. Stewart-Binks stood on
7 the balcony looking out into the darkness, Dixon swiftly pushed her against the wall and pinned her
8 arms to her side. With her arms forcefully held down and his body pressed against hers, Dixon tried to
9 force his tongue into her mouth. Ms. Stewart-Binks sealed her mouth shut. Dixon ignored her,
10 continuing to press against her body and lick her closed mouth. While keeping one of her arms pinned,
11 he moved his other arm from pressing her upper elbow against the wall to her body and towards her
12 chest. Ms. Stewart-Binks seized the moment of partial freedom to push him away, say “get off of me,”
13 and rapidly leave the hotel room. *See, e.g., Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115,
14 1130 (N.D. Cal. 2016) (“forcibly grabbing [plaintiff]’s stomach and kissing her neck constitutes
15 sexually offensive contact”).

16 79. Fox is liable under a respondeat superior theory. “The rule of respondeat superior is
17 familiar and simply stated: an employer is vicariously liable for the torts of its employees committed
18 within the scope of the employment.” *Hartline v. Kaiser Found Hosps.*, 132 Cal. App. 4th 458, 465
19 (2005) (quotations and citations omitted). Furthermore, the “modern justification for respondeat
20 superior is a deliberate policy allocation of risk ... [t]hat is, an employer’s liability extends beyond his
21 actual or possible control over the employees to include risks inherent in or created by the enterprise ...
22 [a] risk is inherent in or created by an enterprise when in the context of the particular enterprise an
23 employee’s conduct is not so unusual or startling that it would seem unfair to include the loss resulting
24 from it among other costs of the employer’s business.” *Id.* at 469.

25 80. As a direct, foreseeable, and proximate result of Defendants’ unlawful actions, as
26 described above, Ms. Stewart-Binks has suffered, and continues to suffer, losses in earnings, losses in
27 other employment benefits, and losses in other financial aspects. Furthermore, she has suffered, and
28 continues to suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an

1 amount to be proven at the time of trial. As such, she is entitled to equitable damages, compensatory
2 damages, emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were
3 not merely negligent and instead were egregious, stemming from malice or with reckless indifference to
4 Ms. Stewart-Binks's rights and safety, she is also entitled to punitive damages. Cal. Civ. Code §
5 1708.5(b)-(c).

6 **PRAYER FOR RELIEF**

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

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

9 B. For emotional distress damages.

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

11 D. For injunctive relief, including but not limited to directing Fox to take immediate and
12 effective measures to prevent any current or future sexual assault and battery. At a minimum, this
13 should involve terminating the responsible individuals, as well as those who enabled or protected them,
14 *without severance*. This will necessitate conducting a genuine and comprehensive investigation with an
15 intent to identify abusers rather than with an intent of performative action and virtue signaling.

16 E. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
17 permitted by law.

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

19 **DEMAND FOR JURY TRIAL**

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

21
22
23 Respectfully submitted,

24 DATED: January 31, 2025

AYAZI ABNEY APC

25
26 By: 

Rana Ayazi

27 *Attorney for Plaintiff Julie Stewart-Binks*