

1 Bryan J. Freedman, Esq. (SBN 151990)  
2 Jason H. Sunshine, Esq. (SBN 336062)  
3 Summer E. Benson, Esq. (SBN 326398)  
4 LINER FREEDMAN TAITELMAN + COOLEY, LLP  
5 1801 Century Park West, 5th Floor  
6 Los Angeles, California 90067  
7 Telephone: (310) 201-0005  
8 Facsimile: (310) 201-0045  
9 Email: [bfreedman@lftcllp.com](mailto:bfreedman@lftcllp.com)  
10 [jsunshine@lftcllp.com](mailto:jsunshine@lftcllp.com)  
11 [sbenso@lftcllp.com](mailto:sbenso@lftcllp.com)

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
2/25/2025 12:59 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Ruiz, Deputy Clerk

8 Mark J. Geragos, Esq. (SBN 108325)  
9 Kimberly M. Casper, Esq. (SBN 333896)  
10 GERAGOS & GERAGOS APC  
11 644 South Figueroa Street  
12 Los Angeles, CA 90017  
13 Telephone: (213) 625-3900  
14 Email: [mark@geragos.com](mailto:mark@geragos.com)  
15 [kimberly@geragos.com](mailto:kimberly@geragos.com)

16 *Attorneys for Plaintiffs Samantha Suarez and Grey Duddleston*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF LOS ANGELES**

19 SAMANTHA SUAREZ, an individual; and  
20 GREY DUDDLESTON, an individual,

21 Plaintiffs,

22 v.

23 NBCUNIVERSAL MEDIA, LLC, a Delaware  
24 limited liability company; BRAVO MEDIA,  
25 LLC, a Delaware limited liability company;  
26 MOUNTAIN VIEW PRODUCTIONS, LLC,  
27 a California limited liability company; 51  
28 MINDS, LLC, a Delaware limited liability  
company; 51 MINDS ENTERTAINMENT,  
LLC, a New York limited liability company;  
ENDEMOL SHINE US OFFICE, LLC, a  
Delaware limited liability company;  
ENDEMOL USA HOLDING, INC., a  
Delaware corporation; GARY KING, an  
individual; and DOES 1-50, inclusive,

Defendants.

Case No.: **25STCV05281**

**COMPLAINT FOR DAMAGES FOR:**

- (1) **SEXUAL BATTERY;**
- (2) **BATTERY;**
- (3) **ASSAULT;**
- (4) **GENDER VIOLENCE (Cal. Civ. Code § 52.4);**
- (5) **HOSTILE WORK ENVIRONMENT HARASSMENT (Cal. Gov't Code §§ 12940(j)(1), 12923);**
- (6) **DISCRIMINATION (Cal. Gov't Code § 12940, et seq.);**
- (7) **RETALIATION (Cal. Lab. Code § 1102.5);**
- (8) **RETALIATION (Cal. Gov't Code § 12940(h); Cal. Lab. Code § 1197.5(k)(1)-(2);**
- (9) **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT (Cal. Gov't Code § 12940(k));**
- (10) **NEGLIGENT HIRING/RETENTION/SUPERVISION**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- OF AN EMPLOYEE;**
- (11) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (12) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- (13) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;**
- (14) FALSE IMPRISONMENT;**
- (15) RALPH ACT (Cal. Civ. Code § 51.7); and**
- (16) BANE ACT (Cal. Civ. Code § 52.1)**

**JURY TRIAL DEMANDED**

1 Plaintiffs Samantha Suarez (“Suarez”) and Grey Duddleston (“Duddleston”)  
2 (collectively, “Plaintiffs”), by and through their counsel, complain against Defendants  
3 NBCUniversal Media, LLC (“NBC”); Bravo Media, LLC (“Bravo”);<sup>1</sup> Mountain View  
4 Productions, LLC (“Mountain View”); 51 Minds, LLC; 51 Minds Entertainment, LLC;  
5 Endemol Shine US Office, LLC; Endemol USA Holding, Inc.,<sup>2,3,4</sup> Gary King (“King”); and  
6 DOES 1-50, inclusive (collectively, “Defendants”), hereby alleging as follows:

7 **PRELIMINARY STATEMENT**

8 1. In August 2023, a grassroots movement called the “Reality Reckoning” emerged  
9 to highlight the pervasive malfeasance in the reality television industry and improve working  
10 conditions for cast and crew. The “Reality Reckoning” was widely covered in the media and  
11 spread like wildfire among those with first-hand knowledge of the unconscionable working  
12 conditions and the predatory, sordid practices of the studios and production companies. With the  
13 wind at their back, many individuals who had previously been scared into silence told their  
14 stories for the first time. And some of those stories are horrific.

15 2. Enter Samantha Suarez and Grey Duddleston. Suarez and Duddleston were crew  
16 members on Below Deck Sailing Yacht Season 4, filmed in Sardinia in Summer 2022.  
17 Samantha was employed as a hair and makeup artist; Grey was employed as a camera operator  
18 in his 11th season on the Below Deck franchise.

19 3. On July 3, 2022, Suarez was held hostage in a hotel room by Gary King, a  
20 longtime cast member, known drunkard, and serial harasser. Samantha was required to help  
21 deliver water and snacks to cast members. As she went to King’s room to deliver his snacks  
22

---

23 <sup>1</sup> NBC and Bravo shall be referred to collectively throughout as “NBC.”

24 <sup>2</sup> Endemol Shine US, LLC and Endemol USA Holding, Inc. shall be referred to collectively throughout  
as “Endemol Shine.”

25 <sup>3</sup> Mountain View Productions, LLC; 51 Minds, LLC; 51 Minds Entertainment, LLC; Endemol Shine US  
26 Office, LLC; and Endemol USA Holding, Inc. shall be referred to collectively throughout as “51  
27 Minds.”

28 <sup>4</sup> Defendants NBCUniversal Media, LLC; Bravo Media, LLC; Mountain View Productions, LLC; 51  
Minds, LLC; 51 Minds Entertainment, LLC; Endemol Shine US Office, LLC; Endemol USA Holding,  
Inc., shall be referred to collectively throughout as “Entity Defendants.”

1 and a case of water, King opened the door in his underwear and refused to take the water from  
2 her hands at the door. So Suarez walked past him and put the case of water on a nearby counter.  
3 King was set on not letting her leave his room. When she turned to leave, he lunged towards  
4 her, used his arms to grab her by her upper body, and restrained her with his tight grip around  
5 her body and arms. Suarez was terrified and instinctively screamed and fought to pry his grip  
6 loose so she could get away from him. Suarez managed to break free, ran towards the door and  
7 started to pull the door open when King, who was chasing her, got both his hands on the door  
8 and slammed it shut keeping her trapped, menacingly laughing and staring at her with evil  
9 dilated eyes. Suarez was sure she would be raped.

10 4. Only by happenstance, another crew member called Suarez's cell phone just as  
11 this was happening, and Suarez managed to tap "Accept." Realizing that a third party could now  
12 hear them, King released Suarez from his grasp, allowing her to tear her way out the door and  
13 escape into the hallway. King followed behind her in his underwear, grabbed her again from  
14 behind, and kept repeatedly asking her what was wrong, all while he was rubbing her back and  
15 smirking.

16 5. Suarez immediately reported the terrifying incident to 51 Minds, which opened  
17 up an investigation.

18 6. When production spoke to King, he admitted what he had done.

19 7. He was not fired, however. Instead, King was warned that he would be fired if  
20 something like that were to happen again.

21 8. 51 Minds was already in damage control mode. When Suarez disclosed that she  
22 was struggling mentally, 51 Minds set her up with a risk management consultancy that required  
23 her to sign a pre-emptive waiver of liability and confidentiality as well as an acknowledgment  
24 that she would not be receiving psychotherapy or treatment for any condition.

25 9. Unsurprisingly, King engaged in further misconduct. Duddlestone, Suarez's then-  
26 boyfriend, witnessed King untie the bikini tops of two female cast members without their  
27 consent, make lewd remarks to a female audio technician, and grab the genitals of two male  
28 camera operators. Duddlestone reported these incidents, per standard operating procedure, over  
the crew walkie-talkie system.

1 10. Rather than terminate King, 51 Minds (alongside the studio, NBC) *opened an*  
2 *investigation into Duddleston* for inappropriate use of the walkie-talkie system.

3 11. Suarez, who heard nothing from production for nearly two weeks after the  
4 incident, was effectively abandoned. When her colleagues asked her where she had been and  
5 what had happened, she told them the truth.

6 12. That did not sit well with 51 Minds or NBC, which had the head of human  
7 resources of 51 Minds’s parent company reach out to castigate Suarez for telling people she had  
8 been assaulted. When Suarez explained that she was in a dire mental state, had scarcely left her  
9 room, and was only answering questions honestly when asked, she was told, in no uncertain  
10 terms, that 51 Minds and NBC had not classified the incident as an assault and that Suarez was  
11 tainting the investigation.

12 13. Once she had returned to the United States, Suarez learned that 51 Minds and  
13 NBC had decided not to terminate King but instead to terminate her and Duddleston. On  
14 information and belief, they are now on a “do not hire” list and remain virtually unemployable  
15 in their field.

16 14. King remains a centerpiece of the franchise, playing a central role in Season 5,  
17 which just finished airing. King has devoted a significant amount of time over the past few  
18 months savaging Suarez’s and Duddleston’s reputations, calling them liars and accusing them of  
19 seeking 15 minutes of fame. 51 Minds and NBC have supported King every step of the way.  
20 But they know—just as he knows—that he is guilty as sin. Left with no other recourse, Suarez  
21 and Duddleston now bring suit against all of them.

22 **PARTIES**

23 15. Plaintiff Samantha Suarez is, and at all relevant times was, an individual residing  
24 in the State of Georgia. Suarez was a hair and makeup artist on Below Deck Sailing Yacht  
25 Season 4.

26 16. Grey Duddleston is, and at all relevant times was, an individual residing in the  
27 State of Georgia. Duddleston was a member of the production crew and camera operator for 11  
28 seasons of the Below Deck franchise, including Below Deck Sailing Yacht Season 4.

1           17. Defendant NBCUniversal Media, LLC is, and at all relevant times was, a  
2 multinational mass media and entertainment conglomerate headquartered in New York City and  
3 doing business in the County of Los Angeles, State of California.

4           18. Defendant Bravo Media, LLC is, and at all relevant times was, a television  
5 network based in New York City and doing business in the County of Los Angeles, State of  
6 California. Bravo is a wholly-owned subsidiary of NBC and is best known for its unscripted  
7 programming. Below Deck Sailing Yacht airs on Bravo.

8           19. Defendant Mountain View Productions, LLC is, and at all relevant times was, a  
9 production company based in Los Angeles, California. Mountain View is owned and controlled  
10 by 51 Minds.

11           20. Defendant 51 Minds, LLC is, and at all relevant times was, a production  
12 company based in Los Angeles, California. 51 Minds is a wholly-owned subsidiary of Endemol  
13 Shine, which is itself a wholly-owned subsidiary of Banijay Entertainment S.A., a French  
14 multinational mass media and entertainment conglomerate headquartered in Paris, France.

15           21. Defendant 51 Minds Entertainment, LLC is, and at all relevant times was, a  
16 production company based in Los Angeles, California. 51 Minds is a wholly-owned subsidiary  
17 of Endemol Shine, which is itself a wholly-owned subsidiary of Banijay Entertainment S.A.

18           22. Defendant Endemol Shine US Office, LLC is, and at all relevant times was, a  
19 production holding company owned and operated by Endemol USA Holding, Inc., which is a  
20 wholly-owned subsidiary of Banijay Entertainment S.A.

21           23. Defendant Endemol USA Holding, Inc. is, and at all relevant times was, a  
22 holding company owned, operated, and doing business in the United States on behalf of Banijay  
23 Entertainment S.A.

24           24. Defendant Gary King is, and at all relevant times was, an individual from South  
25 Africa. King has served as First Officer on Below Deck Sailing Yacht since Season 2. He is a  
26 current cast member on Below Deck Sailing Yacht.

27           25. Does 1 through 50 are individuals and/or entities whose true names and  
28 capacities are currently unknown to Plaintiffs. Does 1 through 50 are legally responsible and

1 liable to Plaintiffs to the extent of the liability of the named Defendants. Plaintiffs will seek  
2 leave of the Court to amend this Complaint to reflect the true names and capacities of the  
3 Defendants designated herein as Does 1 through 50 when such identities and capacities become  
4 known.

5         26. There exists, and at all times herein mentioned there existed, a unity of interest  
6 and ownership between Mountain View, 51 Minds, and Endemol Shine such that any  
7 individuality and separateness Mountain View, 51 Minds, and Endemol Shine has ceased, and  
8 Mountain View is the alter ego of 51 Minds and Endemol Shine. Adherence to the fiction of the  
9 separate existence of Mountain View as a separate and distinct identity from 51 Minds and  
10 Endemol Shine would permit an abuse of the privilege to operate as a limited liability company  
11 and would sanction a fraud or promote injustice. As such, Mountain View is the alter ego of 51  
12 Minds and Endemol Shine.

13         27. There is such a unity of interest and ownership between Mountain View, 51  
14 Minds, and Endemol Shine that the individuality of Endemol Shine or 51 Minds or their  
15 separateness from Mountain View has ceased, because, on information and belief: (i) there has  
16 been a commingling of funds and other assets between Mountain View, 51 Minds, and Endemol  
17 Shine; (ii) Endemol Shine treats the assets of 51 Minds and Mountain View as its own; (iii)  
18 Mountain View and 51 Minds have failed to maintain minutes or adequate corporate records;  
19 (iv) Mountain View, 51 Minds, and Endemol Shine use the same attorney; (v) Mountain View  
20 and 51 Minds lack corporate assets and are undercapitalized; (vi) Endemol Shine utilizes 51  
21 Minds and Mountain View as mere shells, instrumentalities, or conduits for its business; (vii)  
22 Endemol Shine has taken steps to conceal the relationship between its business activities and  
23 Mountain View and 51 Minds; and (viii) Mountain View and 51 Minds use Endemol Shine to  
24 procure labor, services, and merchandise for themselves. As such, Mountain View, 51 Minds,  
25 and Endemol Shine are alter egos.

26         28. At all relevant times herein, each of the Defendants was the agent, servant,  
27 employee, employer, joint-venturer, partner, and/or alter ego of each of the named Defendants  
28 and was at all times operating and acting within the purpose and scope of said agency, service,

1 employment, joint venture, partnership, and/or alter ego. Each Defendant has rendered  
2 substantial assistance and encouragement to the other Defendants, acting in concert knowing  
3 that his/her/its conduct was wrongful and/or unlawful, and each Defendant has ratified and  
4 approved the acts of each of the remaining Defendants.

5 29. At all times relevant herein, Plaintiffs were employees of 51 Minds as an alter  
6 ego of Mountain View and Endemol Shine. 51 Minds exercised complete control over the  
7 conditions of their employment as crew members, including their working conditions,  
8 compensation, hours, airtime, and public appearances.

9 30. At all times relevant herein, NBC jointly employed Plaintiffs. Although  
10 Mountain View, an alter ego of 51 Minds and Endemol Shine, was nominally their employer,  
11 NBC exercised significant control over the conditions of their employment as crew members  
12 and over all aspects of the show and its production, with NBC, Mountain View, 51 Minds, and  
13 Endemol Shine each acting as an agent of the others. As such, California law imparts liability  
14 on Mountain View, 51 Minds, Endemol Shine, and NBC as joint employers. *See Raines v. U.S.*  
15 *Healthworks Medical Group* (2023) 15 Cal.5th 268, 290 (“We have concluded that, by statute,  
16 business-entity agents can be considered ‘employers’ for purposes of FEHA liability, and as  
17 such, they are independently liable for violations of the FEHA.”)

#### 18 **JURISDICTION AND VENUE**

19 31. The California Superior Court has jurisdiction in this matter because the damages  
20 sought herein exceed the minimal jurisdictional limits of the Superior Court and will be  
21 established at trial, according to proof.

22 32. The California Superior Court also has jurisdiction over Defendants because they  
23 are persons, corporations, and/or entities with sufficient minimum contacts in California, are  
24 citizens of California, and/or otherwise intentionally availed themselves of the California  
25 market so as to render the exercise of jurisdiction over them by the California courts consistent  
26 with traditional notions of fair play and substantial justice.

27 33. As a condition of her employment with 51 Minds and NBC, Suarez was required  
28 to sign on-boarding documents providing, among other things, that her “hire state” and “work



1 state” would be California, that her employment relationship with Defendants would be  
2 governed by California law, that any disputes with Defendants would be resolved pursuant to  
3 California law, and that she agreed to submit to the jurisdiction of the California courts.

4 34. As a condition of his employment with 51 Minds and NBC, Duddleston was  
5 required to sign on-boarding documents providing, among other things, that his “hire state” and  
6 “work state” would be California, that his employment relationship with Defendants would be  
7 governed by California law, that any disputes with Defendants would be resolved pursuant to  
8 California law, and that he agreed to submit to the jurisdiction of the California courts.

9 35. In addition, the individuals in charge of the investigations described herein were  
10 located in the State of California when they so acted, and the decision not to renew Suarez’s and  
11 Duddleston’s employment contracts in retaliation for their disclosures was made in California.

12 36. Venue is proper in the Superior Court of California, County of Los Angeles  
13 pursuant to Code Civ. Proc. §§ 395(a) and 395.5 in that liability arose there because at least  
14 some of the acts, omissions, and injuries that are the subject matter of this Complaint occurred  
15 therein, and each Defendant is found, maintains offices, at the relevant times transacted or  
16 transacts business, exists, and/or has an agent therein.

17 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18 37. Suarez exhausted her administrative remedies by filing a complaint against  
19 Defendants with the California Civil Rights Department on January 23, 2025. Suarez received a  
20 notice of case closure and right to sue on January 23, 2025.

21 38. Duddleston exhausted his administrative remedies by filing a complaint against  
22 Defendants with the California Civil Rights Department on January 23, 2025. Duddleston  
23 received a notice of case closure and right to sue on January 23, 2025.

24 **GENERAL ALLEGATIONS**

25 39. Below Deck is a reality television series produced by 51 Minds that has aired on  
26 Bravo since 2013. The show has been a staggering success for 51 Minds and Bravo, averaging  
27 millions of viewers per episode and giving rise to a number of spin-offs, including Below Deck  
28 Mediterranean, Below Deck Down Under, Below Deck Adventure, and—most relevant here—  
Below Deck Sailing Yacht.

1           40. Below Deck Sailing Yacht, which premiered in 2020, chronicles the lives of  
2 crew members who live and work for two months at a time aboard a 177-foot sailing yacht  
3 during charter season in various exotic, remote locations around the world.

4           41. This case concerns the experience of two production crew members employed on  
5 Season 4, which filmed in Sardinia.

6           42. Grey Duddleston began working for the Below Deck franchise in or around  
7 2015-2016 as a production assistant and worked his way up the totem pole of the camera  
8 department over 11 seasons. Duddleston eventually landed the role of camera operator, a  
9 relatively senior role that gave him significant visibility into all aspects of the show's  
10 production.

11           43. Each season of Below Deck films in a different remote location for  
12 approximately two months at a time. It is common for production crew members to work on  
13 back-to-back seasons and across the various spin-offs of the Below Deck franchise. Over his  
14 long tenure, Duddleston established a place in the core circle of Below Deck camera crew on  
15 rotations for the multi-season and multi-series franchise.

16           44. Duddleston was excited to secure a role on the production crew for his then-  
17 girlfriend, Samantha Suarez. They were deeply committed to their work and eager to maintain  
18 the benefits of steady work and a dual income stream—a level of financial and professional  
19 stability that is elusive for below-the-line crew in the entertainment industry, especially during  
20 the COVID era.

21           45. Suarez worked on the Below Deck franchise for two seasons on the talent team  
22 doing the cast's hair and makeup. In addition to her core role as a hair and makeup artist, Suarez  
23 had additional responsibilities as part of the talent team. Her day-to-day job involved such  
24 things as bringing food and water to the cast, making sure they remained sequestered in their  
25 hotel rooms (due to COVID-19 protocols), and monitoring their activities to ensure their  
26 compliance with production's directives.

27           46. On her first season, Below Deck Season 10, Suarez got a taste of the  
28 mistreatment that would engulf her in her next season. A male cast member, in particular,

1 repeatedly harassed Suarez, making rude and disrespectful comments. On one occasion, those  
2 comments turned lewd and sexual, which caused other cast members to castigate him in real-  
3 time. Later that night, that male cast member defiantly refused to comply with the sequestration  
4 directive and left his hotel room without permission. Suarez, who was charged with ensuring  
5 cast members stayed in their hotel rooms, reported both incidents to the executive producer and  
6 co-executive producer.

7 47. On Suarez's second season, Below Deck Sailing Yacht Season 4, Suarez met  
8 Gary King, the First Officer on the sailing yacht, who had a well-deserved reputation for  
9 sexually aggressive behavior and alcohol abuse. It was widely known among the cast and crew  
10 that King had hooked up with a number of female cast members in past seasons.

11 48. Suarez first met King when the cast and crew arrived in Sardinia preparing to  
12 film the fourth season. Crew members stayed in the same hotel, the DoubleTree by Hilton  
13 Olbia-Sardinia, for the whole duration of filming. Cast members joined them and stayed in the  
14 same hotel prior to filming charters on the yacht and on the few "dark days" during the season  
15 when cast and crew were off work.

16 49. Right off the bat, it became clear that King was a troublemaker. Although King  
17 was a franchise veteran and quite familiar with the ground rules, he refused to be sequestered in  
18 his hotel room. Production had put in place strict COVID-19 protocols to mitigate the risk of an  
19 outbreak of coronavirus blowing up the entire season. In past seasons, crew members had been  
20 fired for the most mundane breaches of these protocols, such as socializing with cast members.  
21 King, however, acted with complete impunity; he came and went as he pleased. Per her  
22 instructions, Suarez reported these violations to production.

23 50. The violations were sometimes egregious. On one occasion, Suarez saw King  
24 lounging at the hotel pool when he, like all of his castmates, was supposed to be in his hotel  
25 room. When Suarez requested that he go back to his room, King smugly replied, "fuck that" and  
26 stated that he was going to hang out with friends. Unsurprisingly, King came down with  
27 COVID-19. When Suarez informed him of his diagnosis, he dismissively told her to "calm  
28 down, sweetie."

1           51.     On a “dark day” on July 3, 2022, when the cast members were staying at the  
2 DoubleTree with the crew, production filmed interviews with the cast. For these types of  
3 interviews, cast members are fed alcohol to loosen them up. The bibulous King consumed  
4 several beers in the lead-up. After his interview, King continued to drink amongst the crew.  
5 Suarez was instructed to escort King back to his hotel room. King insisted on bringing a bottle  
6 of wine, which a producer handed him. At this point, King was visibly intoxicated and did not  
7 need any further alcohol, which Suarez conveyed to production. Although Suarez was  
8 responsible for monitoring King during his stay in the hotel, production brushed her concerns  
9 aside, telling her that King was fine. To be safe, however, Suarez was instructed to ensure King  
10 did not leave his room. Production’s concern was not only King’s drinking but also that he  
11 might intersect with other cast members, who were in the process of checking into their own  
12 hotel rooms.

13           52.     As instructed, Suarez accompanied King to his hotel room, where—many, many  
14 drinks deep—he began acting ever more erratically. Visibly wasted and borderline incoherent,  
15 King swung between plying Suarez with alcohol (which she did not accept) and standing over  
16 the edge of his balcony yelling at the cast members checking in. Desperate to keep a restless,  
17 intoxicated, and defiant King in his room, Suarez engaged in light conversation with him about  
18 the show and various other topics.

19           53.     After some period of time, Suarez told King that she had to assist other cast  
20 members with check-in. King pleaded with Suarez not to leave, stating that he did not want to  
21 be left alone and insisting that she spend the night. Trying to defuse the situation, Suarez joked  
22 that she would sit in a chair by his door to make sure he did not leave his room. King replied,  
23 “Oh, you don’t have to sit outside the door, you can just climb into bed with me.” Immediately  
24 uncomfortable by this turn, Suarez attempted to wiggle her way out of the conversation and  
25 wondered aloud what her boyfriend, Duddleston, would think about this. King laughed off  
26 Suarez’s comment and said that he “forgot” the two were dating. King then invited her to join  
27 him in bed anyway, stating that Duddleston “doesn’t have to know.” Upon hearing this, Suarez  
28 decided that it was time for her to leave.

1           54.     Suarez left King’s room to help other cast members check into their rooms. The  
2 crew was overwhelmed and short-staffed, and it was the talent manager’s first time organizing  
3 the cast check-in, so Suarez had to assist by running around handing out snacks and water to  
4 assist. Her last delivery was to King.

5           55.     King answered the door in only his underwear. Ignoring this, Suarez tried to  
6 hand King his pack of bottled water and his snacks. King refused to accept them, insisting that  
7 Suarez come into his room and begging her to stay. Suarez refused, repeating that she had to go  
8 and asking King to take the items. King refused, so Suarez walked past him to place the water  
9 and snacks on a nearby counter. When she turned around to leave, King suddenly grabbed her,  
10 held her restrained by her upper body and arms and pressed his entire body against her. In sheer  
11 panic, Suarez attempted to fight her way out, kicking and elbowing King and screaming at him  
12 to get off of her. Eventually, Suarez broke free from his grasp and lunged toward the hotel door.  
13 She grabbed the knob, turned it, and pulled the door open, only for King to come up behind her  
14 and slam the door shut with both of his hands and his entire body weight. All throughout, King  
15 laughed menacingly. By that point, Suarez was overwhelmed with panic. She was sure she was  
16 about to be raped.

17           56.     Just as she started to dissociate and brace herself for what was coming, her cell  
18 phone began to ring, and she hurriedly answered the call. It was her supervisor, the talent  
19 manager, Haley Coleman. Seeing that Suarez had accepted the call, King let go of the door.  
20 Suarez ran out into the hallway, and King followed behind, still in his underwear. In the  
21 hallway, King grabbed Suarez by her shoulders and repeatedly asked her, “What’s wrong,  
22 sweetie?” while rubbing her back. Suarez could see that he was smirking, his eyes glassy and  
23 dilated. Deeply shaken, Suarez barked at him to stop and demanded he return to his hotel room.  
24 This time, King complied, slinking away like a rat.

25           57.     Suarez proceeded downstairs to continue assisting with cast check-ins. By  
26 chance, she ran into one of the co-executive producers, Ryan Veerkamp, and immediately told  
27 him what had just happened. Veerkamp seemed shocked and asked Suarez if she was okay.  
28 Suarez then returned to her hotel room and told Duddleston what had happened. Duddleston

1 was understandably upset and immediately sent a text to Ryan Veerkamp expressing his outrage  
2 and demanding to know what production was going to do about King.

3 58. The next morning, July 4, 2022, Veerkamp—seemingly frustrated by  
4 Duddleston’s text message—texted Suarez to meet him in the hotel lobby to discuss what  
5 happened. During that discussion, Suarez described what King had done to her in much more  
6 depth and disclosed to him that she was struggling with the aftermath. Veerkamp told her that  
7 production would speak to King and that what he did was not ok. Veerkamp seemed to be very  
8 alarmed and initiated a meeting with the production leadership team. Suarez expressed deep  
9 concern that King would ultimately get away with it and that she would pay the price. This  
10 turned out to be quite prescient.

11 59. Later that day, Suarez met with the leadership team in the production office:  
12 Veerkamp, Courtland Cox (the showrunner), Vivian Choi (executive producer), and Haley  
13 Coleman (talent manager). Suarez was dismayed by Choi, who, despite being not only the  
14 executive producer but also a woman, arrived looking like she had just rolled out of bed, whined  
15 about being tired, and otherwise remained silent for the duration of the meeting. No apology, no  
16 words of support—nothing. Suarez later learned that Choi was, in fact, rooting for Suarez’s  
17 premature departure so that Choi could replace her with one of her friends.

18 60. Cox was more supportive, apologizing to Suarez for what had happened to her  
19 and vowing to speak with King personally. When Suarez expressed concern that King would get  
20 off with a slap on the wrist, Cox told her in no uncertain terms that King would be fired if  
21 something like this happened again.

22 61. Later that day, Cox told Suarez that she had spoken directly with King and that  
23 ***King had admitted everything***. Cox confirmed that this was not a “he-said-she-said” situation  
24 and that what had occurred was unacceptable. Cox asked Suarez what she wanted to happen  
25 next and told her that production would do whatever she was comfortable with. Suarez told  
26 them she was uncomfortable being around King and wanted no further interactions with him.  
27 Suarez assumed that King would be fired, although she was taken aback that production  
28 appeared to be delegating the decision-making to her. She was distressed by their failure to take

1 ownership of the situation and disturbed that she—a traumatized individual with no supervisory  
2 decision-making authority—was forced to own what happened to King.

3 62. Cox sent Suarez an email memorializing the discussions after the meeting. Cox  
4 wrote that he had spoken with King, who had admitted to the accusations and apologized. Cox  
5 emphasized that if any further issues involving King arose, King would be terminated.

6 On Mon, Jul 4, 2022 at 1:51 PM Courtland Cox [REDACTED] wrote:

7 Hi Sam,

8 Vivian, Ryan, Haley and I just had an in-person conversation with Gary in which we informed him of the situation you brought to our attention earlier this morning. He was told that his  
actions and behavior in that situation were entirely inappropriate, and that any similar behavior or actions toward anyone in the future will result in his immediate termination from the  
show. He understood this. It was also made clear to him that this was not only consistent with company policy, but was something that we as Producers of the show feel very strongly  
about on a personal, human level.

9 He expressed to all of us that he was truly sorry about the situation, and that he thought it was understood by both of you that he was joking and being “playful”. We told him his  
intentions were completely irrelevant to the situation, and the fact that you felt unsafe and uncomfortable is the only relevant fact. He also understood and agreed with this. Obviously,  
Gary’s feelings and his interpretation about the incident are mostly irrelevant, but I did want to mention it only to make sure you know he did not deny the facts or events of the situation  
as you described them, just that he thought he was being “innocently playful” and that he said he truly feels bad about the fact he made you feel unsafe and uncomfortable in that  
moment.

10 As we discussed in the PO this morning, moving forward we will make every necessary accommodation to ensure that you are never put in any situation where you are alone with Gary  
without a male PA or another producer present - or, as we also discussed, if you are uncomfortable having any interaction whatsoever with Gary, we will assure that you will never have  
to have any in-person interactions with him moving forward. We will take your lead on this, knowing that your thoughts and wishes about it may change at any point in the future  
(meaning that if you say now you’re okay to be with him in a supervised situation, but then at any point in the future you change your mind about this, we will adjust accordingly).

11 -Courtland

12  
13  
14 63. Suarez tried to carry on as best she could. The next day, July 5, 2022, Suarez  
15 escorted the male cast members back to the boat from the hotel. On the way back to the hotel,  
16 Coleman, Suarez’s direct supervisor, pointedly asked Suarez what she expected them to do  
17 about King’s hair and makeup. The implication was that Suarez, not King, bore the  
18 responsibility for the complications posed by King’s actions. Suarez obviously did not have an  
19 answer. Once they had finished checking the cast members out of their hotel, Suarez retreated to  
20 her room and cried for the rest of the day. She felt—in fact, knew—that apart from Duddleston,  
21 she had no support.

22 64. Suarez spent July 6<sup>th</sup> alone in her room, crying and battling dark thoughts. Barely  
23 eating, she did not want to be around anyone and was paralyzed by anxiety.

24 65. On July 7, 2022, Suarez emailed Zach Klein, the Chief Operating Officer of 51  
25 Minds, to report the incident. It had become clear over the previous few days that production  
26 was intent on framing the incident as a misunderstanding rather than as a sexually motivated  
27 physical assault. Suarez felt that she needed another avenue of recourse, so she contacted Klein,  
28 a member of 51 Minds’s California-based leadership. “[King] comes up behind me, puts his

1 arms around me, holds me against his body, physically restraining me from leaving, and says  
2 stuff like no don't go. I get out of his grip, tell him again that I have to leave, that I am not  
3 staying, and I go reach for the door knob and he comes over and puts both his hands on the  
4 door, with his whole weight, to push it shut. This whole time he's laughing. I ask him to please  
5 let me out of the room, that I have to go. I then get a phone call from [the talent manager]. He  
6 sees and hears that I answer and he finally moves away from the door, allowing me to open it. I  
7 step outside, not even able to listen to what [the talent manager] is saying to me because I'm so  
8 overwhelmed at that point, and Gary grabs his room key, comes out of his room, again, is only  
9 in his underwear, letting the door close behind him." In the email to Klein, Suarez continued:  
10 "Now that I've been able to sit down and process the situation little by little the past couple of  
11 days, I realize that I am not okay. It feels like it was taken more as a misunderstanding, than it  
12 was as a physical assault/sexual harassment... My feelings/emotions about what happened feel  
13 diminished. I can't help but think, had it been a crew member, it would have been handled  
14 differently. I honestly feel quite traumatized by the whole situation."

15 66. On July 8, 2022, Suarez was contacted by Brenda Lacy Davis, an attorney and  
16 the head of human resources for 51 Minds's parent company, Banijay America, who was  
17 charged with leading the investigation from Los Angeles, California, where she, 51 Minds, and  
18 Banijay America's American subsidiary, Endemol Shine, are based. Davis advised Suarez that  
19 Klein had informed her about the incident with King and requested her availability for a phone  
20 call in the next few days. In response, Suarez begged to talk sooner, as "I haven't been feeling  
21 great and really need to talk to someone." Instead of assenting, Davis replied: "[Klein] should  
22 have reached out with the information about you speaking with a therapy [sic] today. Let's push  
23 our call to tomorrow or next week so that you can have that call today and time to process  
24 after."

25 67. Davis then arranged for Suarez to speak with a counselor from SMA Media  
26 Consultants ("SMA"), a contractor for 51 Minds.

27 68. Deeply shaken, traumatized, and depressed, Suarez was eager for the opportunity  
28 to speak with a therapist. Although Suarez was led to believe that she was being offered



1 psychotherapy, SMA's specialty is, in fact, "psychological risk management." As a condition of  
2 her participation, Suarez was required to sign a form entitled "Waiver of Privilege of  
3 Confidentiality and Consent to Psychological Evaluation[.]" The form stated that the purpose of  
4 the contemplated evaluation was "to address [Suarez's] psychological suitability to serve as a  
5 participant in an entertainment production entitled Below Deck[.]" that "[t]he Evaluation is not  
6 a health care service for me or an activity that is in any way related to healthcare or intended to  
7 address my health care needs[.]" that "a doctor-patient, psychiatrist/psychologist-patient or  
8 other health care provider-patient relationship between the Psychologist . . . and me has not  
9 been established[.]" that [Suarez] will not receive any feedback regarding the results of the  
10 Evaluation and hereby waive[s] any and all rights to view or otherwise gain access to any report  
11 that might be produced for Production, or to receive through any other means information about  
12 the findings of the Evaluation (which will not be considered health care or treatment)[.]" and  
13 that "[Suarez] will be required to disclose all of [her] currently prescribed medication(s)[.]" The  
14 form further provided that "Production is the client of Psychologist and [SMA] in this  
15 Evaluation . . . and the results of the Evaluation, including information derived from  
16 interview(s) and psychological tests, may be provided to Production, its representatives, and/or  
17 other individuals or entities involved in the Show as deemed appropriate by [SMA]." As a  
18 capstone, Suarez was required to agree "not [to] hold the Psychologist, [SMA] or their  
19 employees . . . liable for any reason related to the conduct of the present Evaluation, to any  
20 outcome of the Evaluation (whether favorable or unfavorable) . . . or for any other reason."  
21 Suarez was also required to agree to "waive any claims or complaints against the Psychologist,  
22 [SMA] and their representatives with legal, professional, or regulatory bodies."

23         69. Suarez, who received the waiver form via DocuSign from Anna Carr (a  
24 representative of SMA), was taken aback; its terms were, on their face, anathema to what she  
25 really needed and believed she was being offered.

26         70. On July 8, 2022, Carr described the waiver as "just saying you can speak to our  
27 doctor. There is a lot of stuff on there that does not pertain to your situation. Let me know if you  
28 have any questions." Deeply skeptical, Suarez asked: "Is it required that I sign that document? I

1 understand that a lot of it does not pertain to me, but I still don't feel comfortable signing it due  
2 to all the verbiage and provisions." Carr answered: "Yes, in order to speak to our doctor you  
3 will need to sign some kind of waiver. What verbiage is bothering you? This is for your  
4 protection and nothing more." Suarez replied: "I was hoping to speak to a psychologist about  
5 how the situation I am in is affecting me, and it says evaluation all throughout the document. I  
6 also don't know about the 8th provision [the waiver of liability] and whether it would still apply  
7 to me. I would just feel more comfortable signing something that pertains to me and my  
8 situation." Carr affirmed that the counseling was, in fact, not psychotherapy, but instead "to  
9 assess [her] situation and see what and how the company handling this will need to move  
10 forward to provide [her] with the correct support . . . There is nothing about the waiver that  
11 could affect you in the future in any way, but legally we must have your signature saying it is  
12 OK for our doctor to speak to you." Suarez replied: "I understand. I just want to make sure that  
13 this document really won't affect anything in the future. I'm just feeling a little unsure and want  
14 to protect myself." Carr wrote back, falsely stating: "I completely sympathize with your  
15 situation and I promise you this is nothing that could harm you or anything you may need to  
16 pursue in the future to help you. This is literally a signature saying you are OK talking with our  
17 doctor. They just want to know how you feel and assess the situation so we can  
18 recommend how to get you whatever you need to make you feel better. This is completely for  
19 your benefit." Exhausted and seemingly without any alternative, Suarez assented: "Okay, I  
20 promise I'm not trying to be difficult, I'm just having a hard time navigating this whole  
21 situation. I will go ahead and sign the document." All of these exchanges took place over the  
22 course of about an hour on July 8, 2022.

23           71. That same day, Suarez was assessed by an SMA psychologist, Dr. Rachel  
24 Rosenblatt, who concluded that she needed to be seen by a Los Angeles-based therapist,  
25 Anthony Sykes. Suarez spoke to Sykes every few days for approximately two weeks, after  
26 which Sykes informed Suarez that he had reached the limit of what he could do for her and  
27 recommended she see another therapist when she returned to the United States.

28 ///

1           72.     In the immediate aftermath of the assault, Suarez was unable to return to work,  
2     retreating to her hotel room. She was upset, depressed, and on a downward spiral mentally.  
3     Suarez seriously considered returning home early.

4           73.     During the same period, Duddleston personally witnessed multiple acts of  
5     disturbing, sexually aggressive behavior by King. Recall that Cox, the showrunner, had told  
6     Suarez in no uncertain terms that if King were found to have committed additional acts of  
7     sexual misconduct, he would be terminated. Two weeks later, Duddleston witnessed a highly  
8     inebriated King grope two female crew members, pull the bikini top off a female cast member,  
9     make lewd remarks to a female audio technician, and grab the genitals of two male camera  
10    operators. Duddleston blew the whistle in real-time, reporting the incidents over the walkie-  
11    talkie system used by the crew to communicate with the executive producer, director, and  
12    control room. Duddleston also reported the incident to Davis, noting that others, including an  
13    executive producer, witnessed King's actions.

14          74.     Davis and Suarez next spoke on July 11, 2022. On their call, Davis told Suarez  
15    that she would not promise that Suarez would not have to see or be in the vicinity of King.  
16    Davis also advised Suarez that **an investigation into Duddleston had been opened for**  
17    **purportedly inappropriate use of the walkie-talkie system.**

18          75.     On July 13, 2022, Suarez spoke with Davis by phone about her continued  
19    concerns about the way the incident was being handled. Davis brushed her off.

20          76.     On July 16, 2022, Suarez contacted Davis requesting an update on the  
21    investigation and an expected timeframe for its completion. Suarez was confused about the need  
22    for an investigation at all given that King had admitted to the allegations and the material facts  
23    were not and had never been in dispute. Suarez expressed concern that filming would wrap  
24    before the investigation was completed and disclosed that “[t]his whole situation has been  
25    making me uneasy and has me feeling very powerless and emotionally distressed. I’ve been  
26    speaking with the counselor and that’s been helping, but I just feel like nothing about this has  
27    been in my control. I would appreciate any and all information you can provide me with.” Davis  
28    responded three days later asking if Suarez had time to talk and stating, robotically: “Also, I’m  
   checking in with you.”

1           77.     On July 17, 2022, Veerkamp reached out to Suarez to apologize for his silence. It  
2 had been nearly two weeks since Suarez had heard from production leadership. That day, Cox  
3 invited Suarez to discuss the situation with him. During their meeting, Suarez expressed  
4 disappointment that no one had reached out to her for weeks, and Cox averred that he thought  
5 others were handling it and that Klein had made it seem like everything was okay. Suarez also  
6 expressed concern that the investigation appeared to be going nowhere (despite the material  
7 facts not being in dispute) and that cast members appear to be immune from repercussions for  
8 their actions. Cox acknowledged that this was the case, chalking it up to the fact that the cast  
9 signs a contract with the network, NBC, and that NBC is responsible for decision-making  
10 involving the cast.

11           78.     On July 20, 2022, Suarez vented some of her frustrations to Choi, including  
12 about how no one had reached out to her for weeks, the investigation was going nowhere, and  
13 the cast was protected even when the crew’s safety was in jeopardy. After Suarez finished  
14 speaking, Choi looked at her watch and remarked that Suarez had been talking for a long time.  
15 After a few flippant remarks, Choi left.

16           79.     That day, Davis contacted Suarez to castigate her for discussing the incident with  
17 others. Davis said that Suarez had given people the mistaken impression that King had assaulted  
18 her but that that had not yet been determined. Suarez asked Davis how she would define assault,  
19 and Davis snapped back that she was “not going down this path.” Davis warned Suarez that she  
20 was tainting the investigation and instructed her to remain silent. Davis lamented that “it was  
21 becoming water cooler talk” on set and it seemed like Suarez was “trying to rally the troops”  
22 against the show. The reality, however, was that Suarez was not rallying anyone for anything.  
23 She had effectively disappeared from the set, and her colleagues reached out and asked what  
24 had happened. All she had done was answer honestly. Suarez explained this to Davis and  
25 inquired whether she was “allowed” to discuss what had happened to her. Davis informed her  
26 that while she was not, strictly speaking, forbidden from doing so, she was strongly encouraged  
27 to be quiet. Davis repeatedly invoked Duddleston, stating that his actions (reporting further  
28 misconduct by King in real-time over the walkie-talkie system) had also tainted the  
investigation and mumbled that he better not defame anyone.

1           80.     Duddleston and Davis had a conversation on the evening of July 20, 2022, during  
2 which Duddleston elaborated on what he had seen King doing and saying. However, it had  
3 become crystal clear that Davis viewed Suarez and Duddleston—not King—as the problem.  
4 Davis cast these additional accusations against King as “baseless.”

5           81.     After filming wrapped, Suarez and Duddleston returned to the United States.  
6 Typically, within a month or two of returning home, the Below Deck franchise crew members  
7 would receive a call from production inviting them to work on the next season. News about who  
8 would be returning traveled fast in the small world of crew members. **Not only did Suarez and**  
9 **Duddleston learn that they would not be invited back, but they also learned that they had**  
10 **been placed on a “do not hire” list.** The “do not hire” list was well known among the cast and  
11 was typically reserved for crew members who had been kicked off the show for inappropriate  
12 behavior. Interestingly, the two female crew members who had been groped by King were  
13 invited back to work. Unlike Suarez and Duddleston, those crew members had not reported their  
14 assaults; instead, they “laughed off” King’s behavior as the actions of a drunk. In return for their  
15 acquiescence, 51 Minds rewarded them with continued employment. By contrast, Suarez and  
16 Duddleston were excommunicated.

17           82.     And that marked the end of their tenure. Since then, Suarez and Duddleston have  
18 been black-balled from the tight-knit community of crewmembers.

19           83.     The “investigation” into King’s actions ended with a whimper. On September 16,  
20 2022, Davis contacted Suarez to advise her that the investigation had concluded. In an email to  
21 Suarez, Davis wrote that 51 Minds “will be instituting more HR check-ins on productions going  
22 forward. Also we will be expanding the conversations around sexual harassment and respect in  
23 the workplace.” What Davis did not say is that King had been terminated. “We are dealing with  
24 the network on the cast issue.” Davis also offered Suarez a total of \$1,000 to use on therapy  
25 sessions.

26           84.     Suarez contacted Davis again on January 18, 2023, asking: “Is there a reason that  
27 neither Grey [Duddleston] or I got asked back to work on the upcoming Below Deck?” Davis  
28 replied: “No idea that staffing was happening now. We just finalized the management deal. In  
any event, I would not be able to discuss Grey with you.”

1 85. Suarez and Duddleston are informed and believe, and based thereon allege, that  
2 51 Minds had actually decided to terminate King after the conclusion of Season 4 but were  
3 overruled by NBC, which did not want to sacrifice its cash cow for the sake of two crew  
4 members.

5 86. Suarez and Duddleston are informed and believe, and based thereon allege, that  
6 they were terminated to facilitate the return of King.

7 87. On August 18, 2023, King announced in an Instagram post that he would attend  
8 BravoCon, Bravo's annual convention for fans of its reality television shows, in Las Vegas in  
9 November of that year. The implication was that he had been cleared and would be returning to  
10 Below Deck. Indeed, King had, in fact, returned to Below Deck Sailing Yacht, and filming of  
11 Season 5 had already wrapped that Summer, with King returning as a leading member of the  
12 cast.

13 88. A few days after King's Instagram post, Rolling Stone published an article  
14 entitled "'Below Deck' Accused of Covering Up Gary King's Sexual Misconduct[.]" In it was a  
15 deeply-sourced and devastating account of what had transpired in Season 4 and how it had been  
16 covered up.

17 89. Up until the publication of the Rolling Stone article, all of Bravo's marketing  
18 materials had portrayed King as a key speaker at BravoCon. Almost immediately, however,  
19 Bravo removed King from the BravoCon bill and (temporarily) shelved Season 5.

20 90. In October 2024, sensing that the coast was clear, Bravo started airing Season 5,  
21 with King as a central player.

22 91. On the internet, however, Bravo faced considerable backlash from fans. In  
23 response, King went on a defamatory rampage, lambasting Suarez and Duddleston as liars,  
24 accusing them of having sought 15 minutes of fame.

25 92. Suarez and Duddleston now bring suit to rectify these injustices and hold the  
26 wrongdoers accountable.

27 **FIRST CAUSE OF ACTION**

28 **SEXUAL BATTERY**

**(By Suarez Against All Defendants)**

93. Plaintiffs incorporate by reference each and every allegation set forth in  
Paragraphs 1 through 92, inclusive, as if set forth fully herein.

1           94. At all times relevant hereto, California Civil Code section 1708.5 was in full  
2 force and effect and was binding upon Defendants, Does 1 through 50, and each of them. Under  
3 California Civil Code section 1708.5: “A person commits a sexual battery who . . . (1) Acts with  
4 the intent to cause a harmful or offensive contact with an intimate part of another, and a  
5 sexually offensive contact with that person directly or indirectly results. (2) Acts with the intent  
6 to cause a harmful or offensive contact with another by use of the person’s intimate part, and a  
7 sexually offensive contact with that person directly or indirectly results. (3) Acts to cause an  
8 imminent apprehension of the conduct described in paragraph (1) or (2), and a sexually  
9 offensive contact with that person directly or indirectly results.” Cal. Civ. Code § 1708.5, subd.  
10 (a)(1)-(3).

11           95. Under Civil Code section 1708.5, offensive contact is defined as contact that  
12 offends a reasonable sense of personal dignity. Cal. Civ. Code § 1708.5, subd. (d)(2).

13           96. As alleged herein, King acted with intent to cause harmful or offensive contact  
14 with an intimate part of Suarez.

15           97. The conduct of King in groping Suarez and restraining her while pressing his  
16 erect penis against her body was done without Suarez’s consent and constitutes sexual battery in  
17 violation of California Civil Code section 1708.5.

18           98. King intended to cause and did cause an imminent apprehension of harmful  
19 contact or offensive contact with Suarez’s person, and a sexually offensive contact with Suarez  
20 did directly or indirectly result.

21           99. Suarez did not consent to King’s harmful or offensive contact with her person.

22           100. As a direct and proximate result of King’s aforementioned conduct, Suarez  
23 suffered bodily injury and severe emotional and mental distress and anguish.

24           101. At the time of King’s aforementioned conduct, he was acting within the course  
25 and scope of his employment with 51 Minds and NBC.

26           102. As a direct and proximate result of the aforementioned acts of King, Suarez has  
27 suffered damages, all in amounts according to proof and in excess of the minimum jurisdiction  
28 of this Court.

1 103. King performed the foregoing wrongful acts, conduct, and omissions  
 2 intentionally, fraudulently, maliciously, and oppressively in willful and conscious disregard of  
 3 Suarez's rights and with the intent and design to damage Suarez. By reason thereof, Suarez is  
 4 entitled to recover punitive damages in an amount to be determined at the time of trial.

5 **SECOND CAUSE OF ACTION**

6 **BATTERY**

7 **(By Suarez Against All Defendants)**

8 104. Plaintiffs incorporate by reference each and every allegation set forth in  
 9 Paragraphs 1 through 103, inclusive, as if set forth fully herein.

10 105. King intended to cause and did cause a harmful contact with Suarez's person.

11 106. Suarez did not consent to King's harmful contact with her person.

12 107. As a direct and proximate result of the aforementioned acts of King, Suarez has  
 13 suffered bodily injuries and severe emotional and mental distress and anguish.

14 108. At the time of King's aforementioned conduct, he was acting within the course  
 15 and scope of his employment with 51 Minds and NBC.

16 109. As a direct and proximate result of the aforementioned acts of Defendants,  
 17 Suarez has suffered damages, all in amounts according to proof and in excess of the minimum  
 18 jurisdiction of this Court.

19 110. King performed the foregoing wrongful acts, conduct, and omissions  
 20 intentionally, fraudulently, maliciously, and oppressively in willful and conscious disregard of  
 21 Suarez's rights and with the intent and design to damage Suarez. By reason thereof, Suarez is  
 22 entitled to recover punitive damages in an amount to be determined at the time of trial.

23 **THIRD CAUSE OF ACTION**

24 **ASSAULT**

25 **(By Suarez Against All Defendants)**

26 111. Plaintiffs incorporate by reference each and every allegation set forth in  
 27 Paragraphs 1 through 110, inclusive, as if set forth fully herein.

28 112. King acted in a manner such that he intended to cause and did cause harmful  
 contacts with Suarez's person.



1 113. King touched and assaulted Suarez in a harmful manner.

2 114. Suarez did not consent to King’s harmful contacts with her person. Harmful  
3 contact with Suarez’s person.

4 115. Suarez did not consent to King’s harmful contacts with her person.

5 116. As a direct and proximate result of the aforementioned acts of King, Suarez has  
6 suffered bodily injuries and severe emotional and mental distress and anguish.

7 117. At the time of King’s aforementioned conduct, he was acting within the course  
8 and scope of his employment with 51 Minds and NBC.

9 118. As a direct and proximate result of the aforementioned acts of Defendants,  
10 Suarez has suffered damages, all in amounts according to proof and in excess of the minimum  
11 jurisdiction of this Court.

12 119. King performed the foregoing wrongful acts, conduct, and omissions  
13 intentionally, fraudulently, maliciously, and oppressively in willful and conscious disregard of  
14 Suarez’s rights and with the intent and design to damage Suarez. By reason thereof, Suarez is  
15 entitled to recover punitive damages in an amount to be determined at the time of trial.

16 **FOURTH CAUSE OF ACTION**

17 **GENDER VIOLENCE**

18 **(CAL. CIV. CODE § 52.4)**

19 **(By Suarez Against All Defendants)**

20 120. Plaintiffs incorporate by reference each and every allegation set forth in  
21 Paragraphs 1 through 119, inclusive, as if set forth fully herein.

22 121. At all times relevant hereto, California Civil Code section 52.4 was in full force  
23 and effect and was binding upon Defendants, Does 1 through 50, and each of them.

24 122. California Civil Code section 52.4 declares, in pertinent part, that “[a]ny person  
25 subjected to gender violence may bring a civil action for damages against any responsible party  
26 . . . [and] may seek actual damages, compensatory damages, punitive damages, injunctive relief,  
27 any combination of those, or any other appropriate relief.”  
28

1            123. For purposes of California Civil Code section 52.4, gender violence is a form of  
2 sex discrimination and means any of the following:

3            a. An act that would constitute a criminal offense under state law that has as  
4 an element the use, attempted use, or threatened use of physical force  
5 against the person of another committed at least in part based on the  
6 gender of the victim, whether or not the act has resulted in a criminal  
7 complaint, charge, prosecution, or conviction.

8            b. A physical intrusion or physical invasion of a sexual nature under  
9 coercive conditions, whether or not the act has resulted in a criminal  
10 complaint, charge, prosecution, or conviction.

11            124. As alleged herein, King committed a physical intrusion or physical invasion of a  
12 sexual nature against Suarez, thereby subjecting her to gender violence within the meaning of  
13 California Civil Code section 52.4.

14            125. As alleged above, King engaged in the foregoing conduct at least in part based  
15 on Suarez's gender, thereby subjecting her to gender violence within the meaning of California  
16 Civil Code section 52.4.

17            126. King, at all times relevant and mentioned herein, was an employee of 51 Minds  
18 and NBC. At the time of King's aforementioned conduct, he was acting within the course and  
19 scope of his employment.

20            127. The foregoing conduct was intended by King to cause injury to Suarez or was  
21 despicable conduct carried out by King with a willful and conscious disregard of the rights of  
22 Suarez or subjected Suarez to cruel and unjust hardship in conscious disregard of her right to be  
23 free from gender violence, so as to constitute malice, oppression, or fraud under California Civil  
24 Code section 52.4(a), thereby entitling Suarez to punitive damages in an amount appropriate to  
25 punish or make an example of King.

26            128. Pursuant to California Civil Code section 52.4(a), Suarez requests an award of  
27 attorneys' fees in prosecuting this action.

28

1 **FIFTH CAUSE OF ACTION**

2 **HOSTILE WORK ENVIRONMENT HARASSMENT**

3 **(CAL. GOV'T CODE §§ 12940(j)(1), 12923)**

4 **(By Suarez Against 51 Minds, NBC, and DOES 1-50, inclusive)**

5 129. Plaintiffs incorporate by reference each and every allegation set forth in  
6 Paragraphs 1 through 128, inclusive, as if set forth fully herein.

7 130. At all times mentioned herein, California's Fair Employment and Housing Act,  
8 Cal. Gov't Code §§ 12940 *et seq.*, was in full force and effect and binding on 51 Minds and  
9 NBC.

10 131. Suarez, at all times relevant and mentioned herein, was an employee of 51 Minds  
11 and NBC.

12 132. Under Cal. Gov't Code § 12940(j)(1), "[i]t is an unlawful employment practice .  
13 . . . [f]or an employer . . . because of race . . . color, national origin, ancestry . . . sex, gender,  
14 gender identity, gender expression . . . sexual orientation . . . or veteran or military status, to  
15 harass an employee[.]"

16 133. Cal. Gov't Code § 12923(a) also states, in part: "[H]arassment creates a hostile,  
17 offensive, oppressive, or intimidating work environment and deprives victims of their statutory  
18 right to work in a place free of discrimination when the harassing conduct sufficiently offends,  
19 humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional  
20 tranquility in the workplace, affect the victim's ability to perform the job as usual, or otherwise  
21 interfere with and undermine the victim's personal sense of well-being."

22 134. Cal. Gov't Code § 12923(b) states: "A single incident of harassing conduct is  
23 sufficient to create a triable issue regarding the existence of a hostile work environment if the  
24 harassing conduct has unreasonably interfered with the plaintiff's work performance or created  
25 an intimidating, hostile, or offensive working environment."

26 135. As alleged herein, Suarez was subjected to an intimidating, hostile, or offensive  
27 working environment by King, 51 Minds, and NBC such that Suarez, much like a reasonable  
28 person in her circumstances, perceived her work environment as intimidating, hostile, abusive,

1 and/or offensive.

2 136. Despite Suarez's complaints, 51 Minds and NBC failed to take appropriate  
3 corrective action. Specifically, they whitewashed the investigation into Suarez's allegations,  
4 protected King despite his admitted guilt, and engaged in a campaign to isolate and silence  
5 Suarez despite knowing that she was telling the truth.

6 137. As a direct and proximate result of 51 Minds's and NBC's unlawful actions,  
7 Suarez has suffered injury, including, without limitation, lost wages, lost benefits, lost earning  
8 capacity, and other compensation and benefits in an amount to be determined at trial.

9 138. As a direct and proximate result of 51 Minds's and NBC's unlawful actions,  
10 Suarez has suffered emotional and mental distress, anguish, humiliation, embarrassment, fright,  
11 shock, pain, discomfort, and anxiety, entitling her to compensatory damages in an amount to be  
12 proven at trial. Suarez is also entitled to special damages, including, without limitation, past and  
13 future medical expenses.

14 139. Suarez is informed and believes, and based thereon alleges, that 51 Minds and  
15 NBC and its employees, agents, officers, and/or directors committed the acts alleged herein  
16 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Suarez and  
17 in conscious disregard of Suarez's rights. Moreover, 51 Minds and NBC and their managers,  
18 officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or  
19 are personally guilty of oppression, fraud, or malice. As such, Suarez is entitled to recover  
20 punitive and exemplary damages from 51 Minds and NBC in an amount according to proof. *See*  
21 Cal. Civ. Code § 3294.

22 140. Suarez has incurred and continues to incur legal expenses and attorneys' fees and  
23 seeks recovery of such fees pursuant to Cal. Gov't Code § 12965(b).

24 **SIXTH CAUSE OF ACTION**

25 **DISCRIMINATION**

26 **(CAL. GOV'T CODE § 12940, *ET SEQ.*)**

27 **(By Suarez Against 51 Minds, NBC, and DOES 1-50, inclusive)**

28 141. Plaintiffs incorporate by reference each and every allegation set forth in  
Paragraphs 1 through 140, inclusive, as if set forth fully herein.

1           142. At all times mentioned herein, California’s Fair Employment and Housing Act,  
2 Cal. Gov’t Code §§ 12940 *et seq.*, was in full force and effect and binding on 51 Minds and  
3 NBC.

4           143. Suarez, at all times relevant and mentioned herein, was an employee of 51 Minds  
5 and NBC.

6           144. Under California’s Fair Employment and Housing Act, Cal. Gov’t Code §§  
7 12940 *et seq.*, an employer may not discriminate against an employee on the basis of “gender,  
8 gender identity, gender expression . . . sexual orientation.” Cal. Gov’t Code §12940(a).

9           145. Suarez was a member of a protected class as a woman.

10          146. At all relevant times, Suarez was performing competently in the position she held  
11 with 51 Minds and NBC.

12          147. Suarez suffered adverse employment actions, including harassment, physical and  
13 sexual violence, retaliation, and, ultimately, termination.

14          148. Suarez is informed and believes that her status as a woman and/or some  
15 combination of her protected characteristics was a substantial motivating reason or factor in the  
16 decision to subject Suarez to the aforementioned adverse employment actions.

17          149. As a direct and proximate result of 51 Minds’s and NBC’s unlawful actions,  
18 Suarez has suffered injury, including, without limitation, lost wages, lost benefits, lost earning  
19 capacity, and other compensation and benefits in an amount to be determined at trial.

20          150. As a direct and proximate result of 51 Minds’s and NBC’s unlawful actions,  
21 Suarez has suffered emotional and mental distress, anguish, humiliation, embarrassment, fright,  
22 shock, pain, discomfort, and anxiety, entitling her to compensatory damages in an amount to be  
23 proven at trial. Suarez is also entitled to special damages, including, without limitation, past and  
24 future medical expenses.

25          151. Suarez is informed and believes, and based thereon alleges, that 51 Minds and  
26 NBC and their employees, agents, officers, and/or directors committed the acts alleged herein  
27 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Suarez and  
28 in conscious disregard of Suarez’s rights. Moreover, 51 Minds and NBC and their managers,

1 officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or  
2 are personally guilty of oppression, fraud, or malice. As such, Suarez is entitled to recover  
3 punitive and exemplary damages from 51 Minds and NBC, and each of them, in an amount  
4 according to proof. *See* Cal. Civ. Code § 3294.

5 152. Suarez has incurred and continues to incur legal expenses and attorneys' fees and  
6 seeks recovery of such fees pursuant to Cal. Gov't Code § 12965(b).

7 **SEVENTH CAUSE OF ACTION**

8 **RETALIATION**

9 **(CAL. LAB. CODE § 1102.5)**

10 **(By Plaintiffs Against 51 Minds, NBC, and DOES 1-50, inclusive)**

11 153. Plaintiffs incorporate by reference each and every allegation set forth in  
12 Paragraphs 1 through 152, inclusive, as if set forth fully herein.

13 154. At all times relevant, California Labor Code § 1102.5 was in effect and binding  
14 on 51 Minds and NBC.

15 155. Labor Code § 1102.5 provides, in pertinent part: "An employer, or any person  
16 acting on behalf of the employer, shall not retaliate against an employee for disclosing  
17 information, or because the employer believes the employee disclosed or may disclose  
18 information, to a government or law enforcement agency, to a person with authority over the  
19 employee or another employee who has the authority to investigate, discover, or correct the  
20 violation or noncompliance . . . if the employee has reasonable cause to believe that the  
21 information discloses a violation of state or federal statute, or a violation of or noncompliance  
22 with a local, state, or federal rule or regulation[.]"

23 156. Suarez had a reasonable belief that King had violated state and federal laws and  
24 51 Minds's and NBC's internal policies and procedures when King falsely imprisoned and  
25 physically and sexually assaulted her and reported those violations to 51 Minds and NBC.

26 157. Duddlestone had a reasonable belief that King had violated state and federal laws  
27 and 51 Minds's and NBC's internal policies and procedures when he witnessed King grope and  
28 sexually harass male and female cast and crew and reported those violations to 51 Minds and  
NBC.

1 158. 51 Minds and NBC retaliated against Plaintiff for their whistleblowing by  
2 threatening, penalizing, isolating, and ultimately terminating them, all in violation of Labor  
3 Code § 1102.5.

4 159. As a direct and proximate result of such retaliation, Plaintiffs have been damaged  
5 in a sum according to proof.

6 160. Plaintiffs request all available relief under Labor Code § 1102.5, including  
7 damages and the imposition of a civil penalty of \$10,000.00 for each violation.

8 161. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees  
9 and seek recovery of such fees pursuant to Cal. Lab. Code § 1102.5(j).

10 **EIGHTH CAUSE OF ACTION**

11 **RETALIATION**

12 **(CAL. GOV'T CODE § 12940(h); CAL. LAB. CODE § 1197.5(k)(1)-(2))**

13 **(By Plaintiffs Against 51 Minds, NBC, and DOES 1-50, inclusive)**

14 162. Plaintiffs incorporate by reference each and every allegation set forth in  
15 Paragraphs 1 through 161, inclusive, as if set forth fully herein.

16 163. At all times mentioned herein, California's Fair Employment and Housing Act,  
17 Cal. Gov't Code §§ 12940 *et seq.*, was in full force and effect and binding on 51 Minds and  
18 NBC.

19 164. Suarez and Duddleston, at all times relevant and mentioned herein, were  
20 employees of 51 Minds and NBC.

21 165. Under Cal. Gov't Code § 12940(h), "[i]t is an unlawful employment practice . . .  
22 [f]or an employer . . . to discharge, expel, or otherwise discriminate against any person because  
23 the person has opposed any practices forbidden under this part or because the person has filed a  
24 complaint, testified, or assisted in any proceeding under this part."

25 166. Under Cal. Lab. Code § 1197.5(k)(1), "[a]n employer shall not discharge, or in  
26 any manner discriminate or retaliate against, any employee by reason of any action taken by the  
27 employee to invoke or assist in any manner the enforcement of this section."

28 167. Suarez engaged in protected activity when she, inter alia, reported that she had  
been falsely imprisoned, sexually harassed, and physically and sexually assaulted by King, as  
alleged herein.

1           168. Duddleston engaged in protected activity when he informed production  
2 leadership, over the walkie-talkie system, that King had groped two crew members and engaged  
3 in other misconduct, as alleged herein.

4           169. Instead of rectifying the unlawful conduct disclosed by Suarez, 51 Minds and  
5 NBC whitewashed the investigation into King, covering up his misconduct, isolating and  
6 silencing Suarez, terminating her employment, and placing her on a “do-not-hire” list.

7           170. Instead of rectifying the unlawful conduct disclosed by Duddleston, 51 Minds  
8 and NBC opened an investigation into him, declined to renew his contract, and placed him on a  
9 “do-not-hire” list.

10           171. 51 Minds and NBC violated the California Fair Employment and Housing Act,  
11 Cal. Gov’t Code §§ 12940 *et seq.*, by retaliating against Suarez and Duddleston and subjecting  
12 them to the aforementioned adverse employment actions for attempting to exercise their  
13 protected rights as set forth herein.

14           172. As a direct and proximate result of 51 Minds’s and NBC’s unlawful actions,  
15 Suarez and Duddleston have suffered injury including, without limitation, lost wages, lost  
16 benefits, lost earning capacity, and other compensation and benefits in an amount to be  
17 determined at trial.

18           173. As a direct and proximate result of 51 Minds’s and NBC’s unlawful actions,  
19 Suarez and Duddleston have suffered emotional and mental distress, anguish, humiliation,  
20 embarrassment, fright, shock, pain, discomfort, and anxiety, entitling her to compensatory  
21 damages in an amount to be proven at trial. Suarez is also entitled to special damages, including,  
22 without limitation, past and future medical expenses.

23           174. Suarez and Duddleston are informed and believe, and based thereon allege, that  
24 51 Minds and NBC, and their employees, agents, officers, and/or directors committed the acts  
25 alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of  
26 injuring Suarez and Duddleston and in conscious disregard of Suarez’s and Duddleston’s rights.  
27 Moreover, 51 Minds and NBC and their managers, officers, and/or directors authorized or  
28 ratified the wrongful conduct of their employees and/or are personally guilty of oppression,



1 fraud, or malice. As such, Suarez and Duddleston are entitled to recover punitive and exemplary  
2 damages from Defendants, and each of them, in an amount according to proof. *See* Cal. Civ.  
3 Code § 3294.

4 175. Suarez and Duddleston have incurred and continue to incur legal expenses and  
5 attorneys' fees and seek recovery of such fees pursuant to Cal. Gov't Code § 12965(b).

6 **NINTH CAUSE OF ACTION**

7 **FAILURE TO PREVENT UNLAWFUL HARASSMENT AND RETALIATION**

8 **(CAL. GOV'T CODE § 12940(k))**

9 **(By Plaintiffs Against 51 Minds, NBC, and DOES 1-50, inclusive)**

10 176. Plaintiffs incorporate by reference each and every allegation set forth in  
11 Paragraphs 1 through 175, inclusive, as if set forth fully herein.

12 177. At all times mentioned herein, California's Fair Employment and Housing Act,  
13 Cal. Gov't Code §§ 12940 *et seq.*, was in full force and effect and binding on 51 Minds and  
14 NBC.

15 178. Suarez, at all times relevant and mentioned herein, was an employee of 51 Minds  
16 and NBC.

17 179. Under Cal. Gov't Code §§ 12940(k), "[i]t is an unlawful employment practice . .  
18 . [f]or an employer . . . to fail to take all reasonable steps necessary to prevent discrimination  
19 and harassment from occurring."

20 180. As alleged herein, 51 Minds and NBC were aware that Suarez had been falsely  
21 imprisoned and physically and sexually assaulted King. Despite this actual knowledge, 51  
22 Minds and NBC failed to protect their employees, including Suarez.

23 181. 51 Minds and NBC, by and through their employees, agents, officers, and/or  
24 directors, failed to take all reasonable, immediate, appropriate, and proper steps necessary to  
25 prevent the discrimination, harassment, and retaliation alleged herein, thereby violating Cal.  
26 Gov't Code § 12940(k).

27 182. In perpetrating the above-described conduct, 51 Minds and NBC and their  
28 officers, directors, employees, and agents engaged in a pattern, practice, policy, and/or custom

1 of discrimination and harassment. This pattern, practice, policy, and/or custom of discrimination  
2 and harassment denied Suarez and Duddleston the protections afforded by Cal. Gov't Code §  
3 12940, *et seq.*

4 183. As a direct and proximate result of 51 Minds's and NBC's unlawful actions,  
5 Suarez and Duddleston have suffered injury including, without limitation, lost wages, lost  
6 benefits, lost earning capacity, and other compensation and benefits in an amount to be  
7 determined at trial.

8 184. As a direct and proximate result of 51 Minds's and NBC's unlawful actions,  
9 Suarez and Duddleston have suffered emotional and mental distress, anguish, humiliation,  
10 embarrassment, fright, shock, pain, discomfort, and anxiety, entitling them to compensatory  
11 damages in an amount to be proven at trial. Suarez is also entitled to special damages, including,  
12 without limitation, past and future medical expenses.

13 185. Suarez and Duddleston are informed and believe, and based thereon alleges, that  
14 51 Minds and NBC and their employees, agents, officers, and/or directors committed the acts  
15 alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of  
16 injuring Plaintiffs and in conscious disregard of their rights. Moreover, 51 Minds and NBC and  
17 their managers, officers, and/or directors authorized or ratified the wrongful conduct of their  
18 employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiffs are  
19 entitled to recover punitive and exemplary damages from 51 Minds and NBC in an amount  
20 according to proof. *See* Cal. Civ. Code § 3294.

21 186. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees  
22 and seek recovery of such fees pursuant to Cal. Gov't Code § 12965(b).

23 **TENTH CAUSE OF ACTION**

24 **NEGLIGENT HIRING/RETENTION/SUPERVISION OF AN EMPLOYEE**

25 **(By Suarez Against 51 Minds, NBC, and DOES 1-50, inclusive)**

26 187. Plaintiffs incorporate by reference each and every allegation set forth in  
27 Paragraphs 1 through 186, inclusive, as if set forth fully herein.

28 188. 51 Minds's and NBC's conduct described herein, including the negligent  
retention and/or supervision of King, resulted in King's commission of physical and sexual

1 violence against female and male cast and crew members, including Suarez.

2 189. 51 Minds and NBC knew or reasonably should have known that King had a  
3 propensity to abuse alcohol and engage in unwelcome, sexually aggressive behavior with co-  
4 workers.

5 190. 51 Minds and NBC had a duty of care to properly hire, train, retain, supervise,  
6 and discipline their employees to avoid unreasonable risk of harm to others and to take steps to  
7 alleviate such harm when caused by the conduct of their employees.

8 191. 51 Minds and NBC breached their duty of care by way of their own conduct as  
9 alleged herein, including, without limited, their failure to terminate King or take steps to protect  
10 their employees from his behavior.

11 192. The burden on 51 Minds and NBC to take affirmative steps or otherwise reduce  
12 the risk of King's misconduct was slight, while the harm from such misconduct was grave and  
13 caused significant physical and mental harm to their employees, including Suarez.

14 193. 51 Minds's and NBC's negligent and/or affirmative conduct in relation to King  
15 was a substantial factor in causing Suarez's harm. King's misconduct occurred entirely within  
16 the course and scope of his employment with 51 Minds and NBC.

17 194. As a direct and proximate result of 51 Minds's and NBC's negligent and/or  
18 affirmative conduct, as alleged herein, Suarez has suffered physical injury, severe emotional  
19 distress, humiliation, embarrassment, mental and emotional distress and anxiety, and economic  
20 harm.

21 195. The conduct by 51 Minds and NBC described was willful, wanton and malicious.

22 196. At all relevant times, 51 Minds and NBC acted with conscious disregard for  
23 Suarez's rights and feelings and also acted with the knowledge of or with reckless disregard for  
24 the fact that their conduct was certain to cause injury and/or humiliation to Suarez and other  
25 similarly situated employees.

26 **ELEVENTH CAUSE OF ACTION**

27 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

28 **(By Plaintiffs Against 51 Minds, NBC, and DOES 1-50, inclusive)**

1            197. Plaintiffs incorporate by reference each and every allegation set forth in  
2 Paragraphs 1 through 196, inclusive, as if set forth fully herein.

3            198. At all times mentioned herein, California's Fair Employment and Housing Act,  
4 Cal. Gov't Code §§ 12940 *et seq.*, was in full force and effect and binding on 51 Minds and  
5 NBC.

6            199. California's Fair Employment and Housing Act, Cal. Gov't Code §§ 12940 *et*  
7 *seq.* requires 51 Minds and NBC to refrain from enabling a known sex pest and alcohol abuser  
8 from falsely imprisoning and sexually and physically assaulting their employees, refrain from  
9 discriminating against or harassing any employee on the basis of the employee's protected  
10 status, and from retaliating against any employee who engages in protected activity.

11            200. At all times hereto, it has been a fundamental policy of the State of California  
12 that employers, including 51 Minds and NBC, refrain from discrimination, harassment, and  
13 retaliation against any employee on the basis of gender or engagement in protected activities.

14            201. Suarez is informed and believes, and based thereon alleges, that her status as a  
15 woman, her engagement in protected activity as alleged herein, and/or some combination  
16 thereof were factors in 51 Minds's and NBC's conduct as alleged above, including her  
17 termination.

18            202. Duddleston is informed and believes, and based thereon alleges, that his  
19 engagement in protected activity as alleged herein was a factor in 51 Minds's and NBC's  
20 conduct as alleged above, including his termination.

21            203. The aforementioned acts of 51 Minds and NBC constitute violations of the  
22 California Government Code, the California Labor Code, and the public policy of the State of  
23 California embodied therein.

24            204. As a direct and proximate result of 51 Minds's and NBC's unlawful actions,  
25 Suarez and Duddleston have suffered injury including, without limitation, lost wages, lost  
26 benefits, lost earning capacity, and other compensation and benefits in an amount to be  
27 determined at trial.

28            205. As a direct and proximate result of 51 Minds's and NBC's unlawful actions,

1 Suarez and Duddleston have suffered emotional and mental distress, anguish, humiliation,  
2 embarrassment, fright, shock, pain, discomfort, and anxiety, entitling them to compensatory  
3 damages in an amount to be proven at trial. Suarez is also entitled to special damages, including,  
4 without limitation, past and future medical expenses.

5 206. Plaintiffs are informed and believe, and based thereon allege, that 51 Minds and  
6 NBC and their employees, agents, officers, and/or directors committed the acts alleged herein  
7 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs  
8 and in conscious disregard of Plaintiffs' rights. Moreover, 51 Minds and NBC and their  
9 managers, officers, and/or directors authorized or ratified the wrongful conduct of their  
10 employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiffs are  
11 entitled to recover punitive and exemplary damages from 51 Minds and NBC in an amount  
12 according to proof. *See* Cal. Civ. Code § 3294.

13 207. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees  
14 and seek recovery of such fees pursuant to Cal. Gov't Code § 12965(b).

15 **TWELFTH CAUSE OF ACTION**

16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17 **(By Plaintiffs Against All Defendants)**

18 208. Plaintiffs incorporate by reference each and every allegation set forth in  
19 Paragraphs 1 through 207, inclusive, as if set forth fully herein.

20 209. The misconduct of 51 Minds and NBC and their officers, directors, employees,  
21 and agents described herein was outrageous and extreme and transcended the bounds of human  
22 decency.

23 210. Defendants and their officers, directors, employees, and agents intended to cause  
24 Plaintiffs emotional distress or acted with reckless disregard for the probability of causing them  
25 emotional distress.

26 211. The misconduct of Defendants and their officers, directors, employees, and  
27 agents directly and proximately caused Plaintiffs to suffer severe or extreme emotional distress  
28 and mental anguish.

1 212. As a direct and proximate result of these unlawful actions, Plaintiffs have  
2 suffered general and special damages in an amount to be proven at trial.

3 213. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
4 and their employees, agents, officers, and/or directors committed the acts alleged herein  
5 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs  
6 and in conscious disregard of Plaintiffs' rights. Moreover, Defendants and their managers,  
7 officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or  
8 are personally guilty of oppression, fraud, or malice. As such, Plaintiffs are entitled to recover  
9 punitive and exemplary damages from Defendants in an amount according to proof. *See* Cal.  
10 Civ. Code § 3294.

### 11 **THIRTEENTH CAUSE OF ACTION**

#### 12 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

#### 13 **(By Plaintiffs Against 51 Minds, NBC, and DOES 1-50, inclusive)**

14 214. Plaintiffs incorporate by reference each and every allegation set forth in  
15 Paragraphs 1 through 213, inclusive, as if set forth fully herein.

16 215. The misconduct of 51 Minds and NBC and their officers, directors, employees,  
17 and agents described herein was outrageous and extreme and transcended the bounds of human  
18 decency.

19 216. 51 Minds and NBC and their officers, directors, employees, and agents intended  
20 to cause Plaintiffs emotional distress or acted with reckless disregard for the probability of  
21 causing them emotional distress.

22 217. 51 Minds and NBC owed Plaintiffs, as employees under their supervision, a duty  
23 of care not to subject them to discrimination, harassment, and/or retaliatory behavior.

24 218. 51 Minds and NBC breached their duty of care towards Plaintiffs by their  
25 conduct as alleged herein.

26 219. These breaches constitute negligence on the part of 51 Minds and NBC.

27 220. 51 Minds's and NBC's negligence was at least a substantial factor in causing  
28 Plaintiffs to suffer severe or extreme emotional distress and mental anguish.

1           221. As a direct and proximate result of these unlawful actions, Plaintiffs have  
2 suffered general and special damages in an amount to be proven at trial.

3   **FOURTEENTH CAUSE OF ACTION**

4   **FALSE IMPRISONMENT**

5   **(By Suarez Against All Defendants)**

6           222. Plaintiffs incorporate by reference each and every allegation set forth in  
7 Paragraphs 1 through 221, inclusive, as if set forth fully herein.

8           223. King intentionally deprived Suarez of freedom of movement by use of physical  
9 barrier, force, threat of force, menace, and/or unreasonable duress, as set forth above. As a  
10 result, Suarez was restrained, confined, and detained from leaving King’s hotel room for an  
11 appreciable time.

12           224. Suarez did not consent, expressly or impliedly, to King’s restraint, confinement,  
13 or detention of her at any time.

14           225. As a direct and proximate result of the aforementioned acts of King, Suarez has  
15 suffered bodily injuries and severe emotional and mental distress and anguish.

16           226. At the time of King’s aforementioned conduct, he was acting within the course  
17 and scope of his employment with 51 Minds and NBC.

18           227. As a direct and proximate result of the aforementioned acts of Defendants,  
19 Suarez has suffered damages, all in amounts according to proof and in excess of the minimum  
20 jurisdiction of this Court.

21           228. King performed the foregoing wrongful acts, conduct, and omissions  
22 intentionally, fraudulently, maliciously, and oppressively in willful and conscious disregard of  
23 Suarez’s rights and with the intent and design to damage Suarez. By reason thereof, Suarez is  
24 entitled to recover punitive damages in an amount to be determined at the time of trial.

25   **FIFTEENTH CAUSE OF ACTION**

26   **VIOLATION OF THE RALPH ACT**

27   **(CAL. CIV. CODE § 51.7)**

28   **(By Suarez Against All Defendants)**

          229. Plaintiffs incorporate by reference each and every allegation set forth in  
Paragraphs 1 through 228, inclusive, as if set forth fully herein.

230. At all times relevant hereto, California Civil Code section 51.7 was in full force and effect and was binding upon Defendants. California Civil Code section 51.7 declares, in pertinent part, that persons within the State of California have the right to be free from any violence, or intimidation by threat of violence, committed against their person on account of any characteristic listed or defined in subparts (b) or (e) of Civil Code section 51, including, but not limited to, sex.

231. Defendants violated Civil Code section 51.7 by engaging in the misconduct set forth in other parts of this Complaint.

232. Suarez’s sex was a substantial motivating reason for King’s misconduct.

233. A reasonable person in Suarez’s position would have believed that King would carry out their threats and would have been intimidated by King’s conduct.

234. King, at all times relevant and mentioned herein, was an employee of 51 Minds and NBC. At the time of King’s aforementioned conduct, he was acting within the course and scope of his employment.

235. As a direct and proximate result of the aforementioned acts of Defendants, Suarez has suffered damages, all in amounts according to proof and in excess of the minimum jurisdiction of this Court.

236. King’s conduct was cruel and unjust and was intended to cause injury to Suarez or was committed by King with a willful and conscious disregard for Suarez's rights and emotional safety and well-being. Defendants had advance knowledge of the unfitness of King and continued to employ him, approving of his misconduct in advance and/or ratifying it upon learning about it. Defendants are, therefore, liable for punitive damages under Civil Code § 3294 and as otherwise permitted by law.

**SIXTEENTH CAUSE OF ACTION**  
**VIOLATION OF THE BANE ACT**  
**(CAL. CIV. CODE § 52.1)**  
**(By Suarez Against All Defendants)**

237. Plaintiffs incorporate by reference each and every allegation set forth in Paragraphs 1 through 236, inclusive, as if set forth fully herein.



1           238. At all times relevant hereto, California Civil Code section 52.1 was in full force  
2 and effect and was binding upon Defendants. Section 52. 1 prohibits the actual or attempted  
3 interference by threat, intimidation, or coercion with the enjoyment of any individual rights  
4 secured by the laws and Constitutions of the United States and the State of California.

5           239. At all times herein mentioned, Suarez had a civil and constitutional right to be  
6 free from discrimination and harassment in the workplace based on her sex, as established by  
7 California Government Code sections 12920 and 12921 and by Article 1, section 8 of the  
8 California Constitution.

9           240. Defendants violated Civil Code section 52.1 by engaging in the misconduct set  
10 forth herein, which caused Suarez to reasonably believe that Defendants would interfere with  
11 Suarez’s civil and constitutional rights to be free from discrimination and harassment in the  
12 workplace based on her sex and to commit violence against her.

13           241. A reasonable person in Suarez’s position would have believed that Defendants  
14 would carry out their threats and would have been intimidated by Defendants’ conduct.

15           242. King, at all times relevant and mentioned herein, was an employee of 51 Minds  
16 and NBC. At the time of King’s aforementioned conduct, he was acting within the course and  
17 scope of his employment.

18           243. As a direct and proximate result of the aforementioned acts of Defendants,  
19 Suarez has suffered damages, all in amounts according to proof and in excess of the minimum  
20 jurisdiction of this Court.

21           244. King’s conduct was cruel and unjust and was intended to cause injury to Suarez  
22 or was committed by King with a willful and conscious disregard for Suarez’s rights and  
23 emotional safety and well-being. Defendants had advance knowledge of the unfitness of King  
24 and continued to employ him, approving of his misconduct in advance and/or ratifying it upon  
25 learning about it. Defendants are, therefore, liable for punitive damages under Civil Code §  
26 3294 and as otherwise permitted by law.

27   **PRAYER FOR RELIEF**

28           WHEREFORE, Plaintiffs prays for judgment against Defendants, and each of them, as  
follows:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. For compensatory damages and other special, general, and consequential damages according to proof;
2. For civil penalties pursuant to statute;
3. For an award of punitive or exemplary damages according to proof;
4. For costs of suit, attorneys' fees, and expert fees pursuant to statute;
5. For pre- and post-judgment interest at the maximum legal rate;
6. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: February 25, 2025 LINER FREEDMAN TAITELMAN + COOLEY, LLP

/s/ Bryan J. Freedman  
Bryan J. Freedman  
Jason H. Sunshine  
Summer E. Benson

GERAGOS & GERAGOS APC

/s/ Mark J. Geragos  
Mark J. Geragos  
Kimberly M. Casper

*Attorneys for Plaintiffs Samantha Suarez and Grey Duddleston*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

Dated: February 25, 2025      LINER FREEDMAN TAITELMAN + COOLEY, LLP

/s/ Bryan J. Freedman  
Bryan J. Freedman  
Jason H. Sunshine  
Summer E. Benson

GERAGOS & GERAGOS APC

/s/ Mark J. Geragos  
Mark J. Geragos  
Kimberly M. Casper

*Attorneys for Plaintiffs Samantha Suarez and Grey  
Duddleston*