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8 Attorneys for Plaintiffs,  
9 JENNIFER SHIH and DANIEL McLAUGHLIN

FILED  
Superior Court of California  
County of Los Angeles

AUG 06 2010

John A. Clarke, Executive Officer/Clerk  
By Gina Grider, Deputy

10  
11 *DAB Zaven V. Sinanian*  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14 JENNIFER SHIH and DANIEL  
15 McLAUGHLIN,

16 Plaintiffs,

17 vs.

18 WARNER BROS.  
19 ENTERTAINMENT, INC., XINEMA  
20 SALAZAR and DOES 1 to 100,  
21 inclusive,

22 Defendants.

Case No.: BC 442845

PLAINTIFFS' COMPLAINT FOR  
DAMAGES BASED ON:

- (1) GENDER AND GENDER/SEX-PLUS DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA;
- (2) SEXUAL/APPEARANCE DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA;
- (3) WRONGFUL DEMOTION AND TERMINATION AND TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY (PREGNANCY DISCRIMINATION) IN VIOLATION OF CALIFORNIA CONSTITUTION;
- (4) DISABILITY DISCRIMINATION, HARASSMENT, AND RETALIATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;
- (5) FAILURE TO PROVIDE DISABILITY ACCOMMODATION IN VIOLATION OF FEHA;

CIT/CASE: BC442845 LEA:JCH  
RECEIPT #: JCH507917070  
DATE PAID: 08/10 04:03 PM  
AMOUNT: \$355.00  
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- (6) BLACKLISTING IN VIOLATION OF LABOR CODE;
  - (7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
  - (8) BREACH OF IMPLIED-IN-FACT AND/OR ORAL CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;
  - (9) DEFAMATION AND COMPELLED SELF-DEFAMATION;
  - (10) DISCRIMINATION, HARASSMENT, AND RETALIATION ON THE BASIS OF PREGNANCY IN VIOLATION OF FEHA;
  - (11) LOSS OF CONSORTIUM;
- DEMAND FOR JURY TRIAL**

Plaintiffs, Jennifer Shih and Daniel McLaughlin, allege:

**PARTIES**

1. Plaintiff Jennifer Shih (“plaintiff” or “Shih”), is, and at all times mentioned in this Complaint was, a resident of Los Angeles County, California.

2. Plaintiff Daniel McLaughlin (“plaintiff” or “McLaughlin”), is, and at all times mentioned in this Complaint was, a resident of Los Angeles County, California and was married to plaintiff Shih.

3. Defendant Warner Bros. Entertainment, Inc. (“defendant” or “Warner”) is, and at all times mentioned in this Complaint was, authorized to operate by the State of California and the United States government and authorized and qualified to do business in the County of Los Angeles. Warner’s place of business, where the following causes of action took place, was and is in the County of Los Angeles, at 4000 Warner Boulevard, Burbank, California 91522.

4. Defendant Ximena Salazar (“Salazar”) is, and at all times mentioned in this

1 Complaint was, employed by Warner Bros. Entertainment, Inc and was plaintiff's  
2 supervisor. At all times known to plaintiff, defendant Salazar was a resident of Los  
3 Angeles County.

4 5. Defendants Does 1 through 100 are sued under fictitious names pursuant to  
5 Code of Civil Procedure section 474. Plaintiffs are informed and believe, and on that  
6 basis allege, that each of the defendants sued under fictitious names is in some manner  
7 responsible for the wrongs and damages alleged below, in so acting was functioning as  
8 the agent, servant, partner, and employee of the co-defendants, and in taking the actions  
9 mentioned below was acting within the course and scope of his or her authority as such  
10 agent, servant, partner, and employee, with the permission and consent of the co-  
11 defendants.

12 6. Defendant Warner both directly and indirectly employed plaintiff Shih, as  
13 defined under the Fair Employment and Housing Act ("FEHA") at Government Code  
14 section 12926(d).

15 7. In addition, defendant Warner compelled, coerced, aided, and abetted the  
16 discrimination, which is prohibited under California Government Code section 12940(i).

17 8. Finally, at all relevant times mentioned herein, all defendants acted as agents of  
18 all other defendants in committing the acts alleged herein.

### 19 20 **INTRODUCTORY ALLEGATIONS**

21 9. Plaintiff Shih was employed by defendant Warner from October 23, 2003  
22 through November 18, 2009, as a senior financial analyst. At all times, Shih performed  
23 her duties in an exemplary manner.

24 10. In October of 2007, Ximena Salazar became plaintiff Shih's manager and direct  
25 supervisor. Salazar appeared to dislike Shih and consistently gave her more work, and  
26 more difficult work, than the other employees. When Shih needed to take any time off,  
27 Salazar insisted that she finish what she was working on and refused to re-assign any of  
28 Shih's work. Shih's co-workers noticed Salazar's treatment of Shih, as Salazar did not

1 treat other employees that way.

2 11. In or around June of 2008, Shih informed defendant that she was pregnant.  
3 Plaintiff had to start her leave early, on October 31, 2008, because of early delivery  
4 signs brought on by her stress at work.

5 12. Plaintiff Shih was written up while she was on maternity leave.

6 13. Shih returned from maternity leave in May of 2009, and Salazar immediately  
7 began putting pressure on her again, including demanding that Shih document the time  
8 she spent in pumping breast milk.

9 14. Plaintiff Shih and a number of her co-workers complained about Salazar to  
10 director John Yeseta. Yeseta met individually with each person who complained, but  
11 nothing was done about Salazar's harassing treatment.

12 15. Defendant terminated plaintiff's employment on November 18, 2009.

13 16. As a result of defendants' actions against his wife, defendant McLaughlin has  
14 suffered a loss of consortium.

15  
16 **FIRST CAUSE OF ACTION**

17 **(Gender and Gender/Sex-Plus Discrimination, Harassment,**  
18 **and Retaliation (*Phillips v. Martin Marietta Corp.* (1971) 400**  
19 **U.S. 542, 543)—Plaintiff Shih Against Defendant Warner)**

20 17. The allegations set forth in paragraphs 1 through 15 are re-alleged and  
21 incorporated herein by reference.

22 18. At all times herein mentioned, FEHA, Government Code section 12940, was in  
23 full force and effect and was binding on defendant Warner. This statute requires  
24 defendant to refrain from discriminating against any employee on the basis of gender, as  
25 well as the subgroup of gender known as gender/sex-plus. Within the time provided by  
26 law, plaintiff filed a complaint with the Department of Fair Employment and Housing  
27 ("DFEH"), in full compliance with administrative requirements, and received a right-to-  
28 sue letter.

1 19. During plaintiff Shih's employment with defendant, defendant, through its  
2 supervisors, engaged in actions that had a negative impact on the treatment of female  
3 employees who became pregnant and female employees who were mothers.  
4 Specifically, defendant discharged pregnant women and women with children with  
5 greater frequency than other employees. During plaintiff's employment with defendant,  
6 defendant intentionally engaged in gender and gender/sex-plus discrimination.

7 20. Plaintiff Shih was a qualified employee at the time of the termination of her  
8 employment, she performed her job in an exemplary manner, and she very recently had  
9 experienced a pregnancy at the time she was fired. The reason that defendant gave for  
10 firing plaintiff was patently false. Defendant intentionally discriminated against plaintiff  
11 in violation of the law.

12 21. Defendant, through its managers and supervisors, made a number of comments  
13 to and about plaintiff Shih that exhibited discriminatory motivations, intentions, and  
14 consciousness.

15 22. On the basis of the above, plaintiff believes and alleges that her gender and  
16 gender/sex-plus were motivating factors in defendant's termination of her employment.

17 23. As a proximate result of defendant's willful, knowing, and intentional  
18 discrimination against plaintiff, plaintiff has sustained and continues to sustain  
19 substantial losses of earnings and other employment benefits.

20 24. As a proximate result of defendant's willful, knowing, and intentional  
21 discrimination against plaintiff, plaintiff has suffered and continues to suffer humiliation,  
22 emotional distress, and mental and physical pain and anguish, all to her damage in a sum  
23 according to proof.

24 25. Defendant's discrimination was done intentionally, in a malicious, oppressive  
25 manner, entitling plaintiff to punitive damages.

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

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**SECOND CAUSE OF ACTION**

**(Sexual/Appearance Discrimination, Harassment, and  
Retaliation (*Yanowitz v. L'Oreal, USA, Inc.* (2005) 36 Cal.4th  
1028)—Plaintiff Shih Against Defendant Warner)**

27. The allegations set forth in paragraphs 1 through 25 are re-alleged and incorporated herein by reference.

28. At all times herein mentioned, FEHA, Government Code section 12940, was in full force and effect and was binding on defendant Warner. This statute requires defendant to refrain from discriminating against any employee on the basis of her sex or appearance. Specifically, this law prohibits more stringent requirements on employees of one sex than on employees of the other sex. As well, it prohibits favoritism based on sexual attractiveness to the disadvantage of pregnant women. Within the time provided by law, plaintiff filed a complaint with the DFEH, in full compliance with administrative requirements, and received a right-to-sue letter.

29. During plaintiff Shih's employment with defendant, defendant, through its supervisors, engaged in actions that had a negative impact on the treatment of female employees who were less sexually attractive than other female employees because they were pregnant. Defendant engaged in no such actions involving male employees. During plaintiff's employment with defendant, defendant intentionally engaged in sexual/appearance discrimination, harassment, and retaliation.

30. Plaintiff Shih was a qualified employee at the time of the termination of her employment, she performed her job in an exemplary manner, and she very recently had experienced a pregnancy and, as a result, had gained substantial weight and was perceived as less physically attractive than the woman defendant chose to replace. The reason defendant gave for firing plaintiff was patently false. Defendant intentionally discriminated against plaintiff in violation of the law.

31. Defendant, through its managers and supervisors, made a number of comments to and about plaintiff Shih that exhibited discriminatory motivations, intentions, and

1 consciousness.

2 32. On the basis of the above, plaintiff believes and alleges that her sexual  
3 appearance was a motivating factor in defendant's termination of her employment.

4 33. As a proximate result of defendant's willful, knowing, and intentional  
5 discrimination against plaintiff, plaintiff has sustained and continues to sustain  
6 substantial losses of earnings and other employment benefits.

7 34. As a proximate result of defendant's willful, knowing, and intentional  
8 discrimination against plaintiff, plaintiff has suffered and continues to suffer humiliation,  
9 emotional distress, and mental and physical pain and anguish, all to her damage in a sum  
10 according to proof.

11 35. Defendant's discrimination was done intentionally, in a malicious, oppressive  
12 manner, entitling plaintiff to punitive damages.

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

16  
17 **THIRD CAUSE OF ACTION**

18 **(Wrongful Demotion and Termination of Employment in**  
19 **Violation of Public Policy on the Basis of Pregnancy**  
20 **Discrimination (California Constitution, Article I, § 8)—**

21 **Plaintiff Shih Against Defendant Warner)**

22 37. The allegations set forth in paragraphs 1 through 35 are re-alleged and  
23 incorporated herein by reference.

24 38. At all times herein mentioned, the California Constitution, Article I, section 8,  
25 was in full force and effect and was binding on defendant Warner. Among its other  
26 provisions, the Constitution bans sex discrimination, which includes pregnancy  
27 discrimination.

28 39. During plaintiff Shih's employment with defendant Warner, defendant, through

1 its supervisors, engaged in actions that had a negative impact on the treatment of  
2 pregnant women.

3 40. Plaintiff Shih was a qualified employee at the time of the termination of her  
4 employment, she performed her job in an exemplary manner, and she very recently had  
5 experienced a pregnancy. The reason defendant gave for firing plaintiff was patently  
6 false. Defendant intentionally discriminated against plaintiff in violation of the law  
7 banning pregnancy discrimination.

8 41. Defendant, through its managers and supervisors, made a number of comments  
9 to and about plaintiff Shih that exhibited discriminatory motivations, intentions, and  
10 consciousness.

11 42. On the basis of the above, plaintiff believes and alleges that her pregnancy was  
12 a motivating factor in defendant's demotion of her immediately after her return from  
13 pregnancy leave and in defendant's termination of her employment.

14 43. As a proximate result of defendant's willful, knowing, and intentional  
15 misconduct, plaintiff has sustained and continues to sustain substantial losses of earnings  
16 and other employment benefits.

17 44. As a proximate result of defendant's willful, knowing, and intentional  
18 misconduct, plaintiff has suffered and continues to suffer humiliation, emotional distress,  
19 and mental and physical pain and anguish, all to her damage in a sum according to proof.

20 45. Defendant's discrimination was done intentionally, in a malicious, oppressive  
21 manner, entitling plaintiff to punitive damages.

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

25  
26 **FOURTH CAUSE OF ACTION**  
27 **(Discrimination, Harassment, and Retaliation on the**  
28 **Basis of Disability (Government Code § 12940,**



*et seq.*)—Plaintiff Shih Against Defendant Warner)

1  
2 47. The allegations set forth in paragraphs 1 through 45 are re-alleged and  
3 incorporated herein by reference.

4 48. At all times herein mentioned, FEHA, Government Code section 12940,  
5 *et seq.*, was in full force and effect and was binding on defendant Warner. This statute  
6 requires defendant to refrain from discriminating against any employee on the basis of a  
7 disability (including actual, perceived, and history of). Within the time provided by law,  
8 plaintiff filed a complaint with the DFEH, in full compliance with administrative  
9 requirements, and received a right-to-sue letter.

10 49. Plaintiff Shih was a qualified employee at the time of the termination of her  
11 employment, she performed her job in an exemplary manner, and she very recently had  
12 experienced a pregnancy and pregnancy-related disabilities, early labor signs brought on  
13 by the stress she was under at work. Despite this condition, plaintiff was able to perform  
14 the essential functions of her employment with defendant, with or without reasonable  
15 accommodations. The reason defendant gave for firing plaintiff was patently false.  
16 Defendant intentionally discriminated against plaintiff in violation of the law.

17 50. Defendant, through its managers and supervisors, made a number of comments  
18 to and about plaintiff Shih that exhibited discriminatory motivations, intentions, and  
19 consciousness.

20 51. On the basis of the above, plaintiff believes and alleges that her disability and  
21 disability leave were motivating factors in defendant's termination of her employment.

22 52. As a proximate result of defendant's willful, knowing, and intentional  
23 discrimination against plaintiff, plaintiff has sustained and continues to sustain  
24 substantial losses of earnings and other employment benefits.

25 53. As a proximate result of defendant's willful, knowing, and intentional  
26 discrimination against plaintiff, plaintiff has suffered and continues to suffer humiliation,  
27 emotional distress, and mental and physical pain and anguish, all to her damage in a sum  
28 according to proof.

1 54. Defendant's discrimination was done intentionally, in a malicious, oppressive  
2 manner, entitling plaintiff to punitive damages.

3 55. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
4 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will  
5 seek leave of court to amend this Complaint when the amounts are fully known.  
6

7 **FIFTH CAUSE OF ACTION**  
8 **(Failure to Accommodate Disability**  
9 **(Government Code § 12940(a), (m), (n))—**  
10 **Plaintiff Shih Against Defendant Warner)**

11 56. The allegations set forth in paragraphs 1 through 54 are re-alleged and  
12 incorporated herein by reference.

13 57. At all times herein mentioned, FEHA, Government Code section 12940(a),  
14 12940(m), and 12940(n) was in full force and effect and was binding on defendant  
15 Warner. This statute requires defendant to accommodate known disabled employees and  
16 to provide reasonable accommodations to known disabled employees. Within the time  
17 provided by law, plaintiff filed a complaint with the DFEH, in full compliance with  
18 administrative requirements, and received a right-to-sue letter.

19 58. Defendant terminated plaintiff's employment, in part, because they were  
20 required to provide her reasonable accommodations for her disability, including  
21 providing her time off prior to her pregnancy leave.

22 59. As a proximate result of defendant's willful, knowing, and intentional  
23 discrimination and failure to accommodate plaintiff, plaintiff has sustained and continues  
24 to sustain substantial losses of earnings and other employment benefits.

25 60. As a proximate result of defendant's willful, knowing, and intentional  
26 discrimination against plaintiff, plaintiff has suffered and continues to suffer humiliation,  
27 emotional distress, and physical and mental pain and anguish, all to her damage in a sum  
28 according to proof.

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

4 62. Defendant's misconduct was done intentionally, in a malicious, despicable,  
5 oppressive manner, entitling plaintiff to punitive damages against defendant.

6  
7 **SIXTH CAUSE OF ACTION**

8 **(Blacklisting (Labor Code §§ 1050, 1054)—**

9 **Plaintiff Shih Against Defendant Warner)**

10 63. The allegations set forth in paragraphs 1 through 61 are re-alleged and  
11 incorporated herein by reference.

12 64. At all times herein mentioned, Labor Code sections 1050 and 1054 were in full  
13 force and effect and were binding on defendant Warner. These statutes require  
14 defendant to refrain from "blacklisting" any employee or former employee to keep him  
15 or her from obtaining employment elsewhere.

16 65. Plaintiff Shih has been prevented from obtaining employment because  
17 defendant has made misrepresentations about her performance and their true reason for  
18 terminating her employment. Specifically, defendant falsely told both Paramount  
19 Pictures and Lions Gate Entertainment Corporation that plaintiff Shih was an  
20 incompetent and incapable employee.

21 66. As a proximate result of defendant's willful, knowing, and intentional  
22 misconduct, plaintiff has sustained and continues to sustain economic losses.

23 67. Defendant's misconduct was done intentionally, in a malicious and oppressive  
24 manner, entitling plaintiff to punitive damages.

25 68. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees  
26 in sums according to proof.

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28 **SEVENTH CAUSE OF ACTION**

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**(Intentional Infliction of Emotional Distress—  
Plaintiff Shih Against All Defendants)**

69. The allegations set forth in paragraphs 1 through 67 are re-alleged and incorporated herein by reference.

70. Defendants' discriminatory, retaliatory and harassing actions against plaintiff Shih, a new parent immediately returned from disability and maternity leave, constituted severe and outrageous misconduct and caused plaintiff extreme emotional distress.

71. Defendants had the intention of causing and/or recklessly disregarded the probability of causing emotional distress to plaintiff and did, in fact, cause emotional distress to plaintiff. Defendants' misconduct caused plaintiff severe emotional distress, including, but not limited to, depression and anxiety.

72. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits as a result of being emotionally distressed.

73. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

74. Defendants' misconduct was done intentionally, in a malicious and oppressive manner, entitling plaintiff to punitive damages.

**EIGHTH CAUSE OF ACTION  
(Breach of Implied-in-Fact/Oral Contract Not to  
Terminate Employment Without Good Cause—  
Plaintiff Shih Against Defendant Warner)**

75. The allegations set forth in paragraphs 1 through 73 are re-alleged and incorporated herein by reference.

76. On the basis of oral assurances of continued employment given to plaintiff by

1 defendant's supervisors, the length of plaintiff's employment with defendant,  
2 defendant's actual practice of terminating employment only for cause, and the industry  
3 standard for the business defendant engage in of terminating employment only for cause,  
4 plaintiff and defendant shared the actual understanding that plaintiff's employment could  
5 and would be terminated only for cause. This shared understanding resulted in an  
6 implied and oral contract requiring that defendant have good cause to terminate  
7 plaintiff's employment.

8 77. Defendant terminated plaintiff's employment without good cause, violating the  
9 implied-in-fact and oral contracts it entered with her.

10 78. As a proximate result of defendant's willful breach of the implied and express  
11 contracts not to terminate employment without good cause, plaintiff has suffered and  
12 continues to suffer damages, including losses of earnings and benefits, in a sum  
13 according to proof.

14 79. Plaintiff seeks attorneys' fees for lost wages under this cause of action under  
15 Labor Code section 218.6.

16  
17 **NINTH CAUSE OF ACTION**

18 **(Defamation and Compelled Self-Defamation (Civil Code**  
19 **§§ 45, 46)—Plaintiff Shih Against Defendant Warner)**

20 80. The allegations set forth in paragraphs 1 through 78 are re-alleged and  
21 incorporated herein by reference.

22 81. Defendant falsely informed individuals other than plaintiff Shih, including  
23 Paramount Pictures and Lions Gate Entertainment Corporation, that Shih was an  
24 incompetent and incapable employee.. This representation constituted defamation *per*  
25 *se*.

26 82. Likewise, when defendant told plaintiff, albeit falsely, that it was terminating  
27 her employment for poor performance, it knew that plaintiff would be under a strong  
28 compulsion to repeat this comment to prospective employers. Plaintiff was and is under

1 such a compulsion and has told prospective employers, including Paramount Pictures  
2 and Lions Gate Entertainment Corporation, of this defamatory comment.

3 83. As a result of defendant's willful, knowing, and intentional false representations  
4 about plaintiff, plaintiff has been injured in her profession and continues to be injured in  
5 her profession. Plaintiff has sustained and continues to sustain losses of earnings and  
6 other employment benefits.

7 84. As a proximate result of defendant's willful, knowing, and intentional false  
8 representations about plaintiff, plaintiff has suffered and continues to suffer humiliation,  
9 mental pain and anguish, and other non-economic damages, all to her damage in a sum  
10 according to proof.

11 85. Defendant's misconduct was done intentionally, in a malicious, despicable,  
12 oppressive manner, entitling plaintiff to punitive damages against defendant.

13  
14 **TENTH CAUSE OF ACTION**

15 **(Discrimination, Harassment, and Retaliation**  
16 **on the Basis of Pregnancy (FEHA/CFRA)—**  
17 **Plaintiff Shih Against Defendant Warner)**

18 86. The allegations set forth in paragraphs 1 through 84 are re-alleged and  
19 incorporated herein by reference.

20 87. At all times herein mentioned, FEHA, Government Code sections 12900-  
21 12996, was in full force and effect and was binding on defendant. These statutes require  
22 defendant to refrain from discriminating against, harassing, or retaliating against any  
23 employee on the basis of pregnancy, among other things. Within the time provided by  
24 law, plaintiff filed a complaint with the DFEH, in full compliance with administrative  
25 requirements, and received a right-to-sue letter.

26 88. Defendant terminated plaintiff's employment in violation of FEHA's  
27 prohibition against discrimination on the basis of pregnancy. Had plaintiff not been  
28 pregnant, she would have retained her job for a substantially longer time and obtained

1 benefits that other employees who were not pregnant did, in fact, receive.

2 89. After plaintiff returned from disability and maternity leave, in May of 2009,  
3 defendant terminated her employment on a pretextual basis. Defendant claimed that  
4 plaintiff was fired for poor performance, although defendant knew that this was not true.

5 90. Plaintiff Shih complained about defendant's treatment of her prior to her last  
6 day of employment with defendant. Instead of either addressing or rectifying the  
7 situation, defendant retaliated against her by shunning her in business activities from the  
8 day her complaint became known through her last day of employment.

9 91. As a proximate result of defendant's discrimination against, harassment of, and  
10 retaliation against plaintiff and their wrongful termination of her employment in  
11 violation of FEHA, plaintiff has suffered and continues to suffer humiliation, emotional  
12 distress, and mental and physical pain and anguish, all to her damage in a sum according  
13 to proof.

14 92. Defendant's misconduct was done intentionally, in a malicious, oppressive  
15 manner, entitling plaintiff to punitive damages.

16  
17 **ELEVENTH CAUSE OF ACTION**  
18 **(Loss of Consortium—Plaintiff McLaughlin**  
19 **Against Defendant Warner)**

20 93. The allegations set forth in paragraphs 1 through 80 are re-alleged and  
21 incorporated herein by reference.

22 94. Plaintiff McLaughlin is married to plaintiff Shih.

23 95. Defendant Warner owed a duty to prevent discrimination against and harassment  
24 of its employees. Defendant consciously failed to prevent the discrimination against,  
25 harassment of, and wrongful firing of plaintiff Shih, causing her severe emotional  
26 distress, as is pled in the preceding paragraphs of this Complaint.

27 96. As a result of seeing the devastating emotional injuries caused to his wife by  
28 the discrimination and harassment she endured during her employment with defendant

1 Warner, plaintiff McLaughlin experienced severe emotional distress, including loss of  
2 support, services, love, companionship, society, affection, and solace.

3  
4 WHEREFORE, plaintiffs, Jennifer Shih and Daniel McLaughlin, pray for judgment  
5 against defendants as follows:

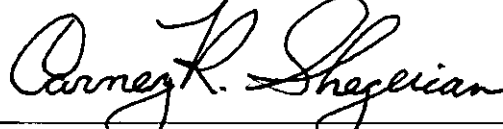
- 6 1. For general and special damages according to proof;
- 7 2. For exemplary damages according to proof;
- 8 3. For pre-judgment and post-judgment interest on all damages awarded;
- 9 4. For reasonable attorneys' fees;
- 10 5. For costs of suit incurred;
- 11 6. For such other and further relief as the Court may deem just and proper.

12  
13 ADDITIONALLY, plaintiffs, Jennifer Shih and Daniel McLaughlin, demand trial  
14 of this matter by jury.

15  
16 Dated: August 6, 2010

SHEGERIAN & ASSOCIATES, INC.

17  
18 By:

  
Carney R. Shegerian, Esq.

19  
20 Attorneys for Plaintiffs,  
21 JENNIFER SHIH and  
22 DANIEL McLAUGHLIN



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address): <b>Carney R. Shegerian, ESQ (SBN 150461)</b> CShegerian@Shegerianlaw.com Shegerian & Associates, Inc. 225 Arizona Avenue, Suite 400 Santa Monica, California 90401 TELEPHONE NO.: (310)860-0770 FAX NO.: (310)860-0771 ATTORNEY FOR (Name): <b>Plaintiffs, Jennifer Shih and Daniel McLaughlin</b>		FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles  <b>AUG 06 2010</b> John A. Clarke, Executive Officer/Clerk By <u><i>[Signature]</i></u> , Deputy <b>GINA GRIDER</b>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District		CASE NUMBER: <b>BC 442845</b> JUDGE: DEPT:	
CASE NAME: <b>Shih v Warner Bros, Entertainment, Inc., et. al.</b>		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

*Items 1-6 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): **Eleven (11)**
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 6, 2010  
 Carney R. Shegerian, ESO (SBN 150461)  
(TYPE OR PRINT NAME)

*[Signature]*  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL \_\_\_\_\_ HOURS/  DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (See Column C below)**

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
<b>Non-Personal Injury/Property Damage/Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
 Wrongful Death Tort (Cont'd.)  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer  
 Judicial Review

SHORT TITLE: **Shih v Warner Bros, Entertainment, Inc.** CASE NUMBER

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Shih v Warner Bros, Entertainment, Inc.

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Shih v Warner Bros, Entertainment, Inc.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			4000 Warner Boulevard
CITY: Burbank	STATE: CA	ZIP CODE: 91522	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: August 6, 2010

  
(SIGNATURE OF ATTORNEY/FILING PARTY)  
Plaintiffs, Jennifer Shih and Dan McLaughlin

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.