

Case assigned to Judge H. Mackey

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FILED
LOS ANGELES SUPERIOR COURT

DEC 26 2007

JOHN A. CLARKE, CLERK
BY D.M. SWAIN, DEPUTY

9 Attorney for Plaintiff JONATHAN SEBASTIEN

10 **SUPERIOR COURT IN THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JONATHAN SEBASTIEN
13 Plaintiff,

CASE NO. RC382805

14 vs.

COMPLAINT FOR

15 THE JUDGE JUDY PROGRAM,
16 PARAMOUNT PICTURES, INC., BIG
17 TICKET TELEVISION, BIG TICKET
18 PICTURES, INC., CBS PARAMOUNT
19 NETWORK TELEVISION, INC.,
20 RANDY DOUTHIT, an individual, and
21 DOES 1 through 50, inclusive,

- 1. **Wrongful Termination in Violation of Public Policy**
- 2. **Violation of Business and Professions Code § 17200**
- 3. **Retaliation**
- 4. **Breach of Contract**
- 5. **Breach of Implied Covenant of Good Faith and Fair Dealing**

22 Defendants.

DEMAND FOR JURY TRIAL

GENERAL ALLEGATIONS

23 Plaintiff, JONATHAN SEBASTIEN brings this action against defendants THE JUDGE
24 JUDY PROGRAM; PARAMOUNT PICTURES, INC., BIG TICKET TELEVISION,
25 TICKET PICTURES, INC., CBS PARAMOUNT NETWORK TELEVISION, INC., RANDY
26 DOUTHIT, an individual, and DOES 1 through 50, inclusive, (collectively "DEFENDANTS")
27 and alleges as follows:

- 28 1. This Court has proper jurisdiction of this action because the alleged wrongful and

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1 discriminatory conduct occurred at a place of employment situated in the City of Hollywood, in
2 the County of Los Angeles, State of California;

3 2. Plaintiff, JONATHAN SEBASTIEN ("PLAINTIFF"), is an adult male living in
4 the State of Louisiana.

5 3. On information and belief, and at all times material to this Complaint, Defendant
6 THE JUDGE JUDY PROGRAM; located at 5842 Sunset Boulevard, Hollywood, CA 90028 in
7 the County of Los Angeles, State of California was and is a corporation, incorporated and
8 licensed to do business in the State of California. Defendant THE JUDGE JUDY PROGRAM
9 was at all material times an employer within the meaning of California Government Code §§
10 12926(d) and 12940(j)(4)(A) and, as such, is barred from discriminating or retaliating in
11 employment as set forth in Government Code § 12940, et seq.

12 4. On information and belief, and at all times material to this Complaint, Defendant
13 PARAMOUNT PICTURES, INC., located at 5555 Melrose Avenue, Los Angeles, CA 90028 in
14 the County of Los Angeles, State of California was and is a corporation, incorporated and
15 licensed to do business in the State of California. Defendant PARAMOUNT PICTURES, INC.,
16 was at all material times an employer within the meaning of California Government Code §§
17 12926(d) and 12940(j)(4)(A) and, as such, is barred from discriminating or retaliating in
18 employment as set forth in Government Code § 12940, et seq.

19 5. On information and belief, and at all times material to this Complaint, Defendant
20 BIG TICKET TELEVISION, located at 5555 Melrose Avenue, Los Angeles, CA 90028 in the
21 County of Los Angeles, State of California was and is a corporation, incorporated and licensed to
22 do business in the State of California. Defendant BIG TICKET TELEVISION., was at all
23 material times an employer within the meaning of California Government Code §§ 12926(d) and
24 12940(j)(4)(A) and, as such, is barred from discriminating or retaliating in employment as set
25 forth in Government Code § 12940, et seq.

26 6. On information and belief, and at all times material to this Complaint, Defendant
27 BIG TICKET PICTURES, INC., located at 5555 Melrose Avenue, Los Angeles, CA 90028 in
28 the County of Los Angeles, State of California was and is a corporation, incorporated and

1 licensed to do business in the State of California. Defendant BIG TICKET PICTURES, INC.,
2 was at all material times an employer within the meaning of California Government Code §§
3 12926(d) and 12940(j)(4)(A) and, as such, is barred from discriminating or retaliating in
4 employment as set forth in Government Code § 12940, et seq.

5 7. On information and belief, and at all times material to this Complaint, Defendant
6 CBS PARAMOUNT NETWORK TELEVISION, INC., located at 4024 Radford Avenue,
7 Studio City, CA 91604 in the County of Los Angeles, State of California was and is a
8 corporation, incorporated and licensed to do business in the State of California. Defendant CBS
9 PARAMOUNT NETWORK TELEVISION, INC., was at all material times an employer within
10 the meaning of California Government Code §§ 12926(d) and 12940(j)(4)(A) and, as such, is
11 barred from discriminating or retaliating in employment as set forth in Government Code §
12 12940, et seq.

13 8. Defendant, RANDY DOUTHIT is an adult male who was a supervisor at all times
14 material to this Complaint and was the Senior Producer of DEFENDANT's. Defendant RANDY
15 DOUTHIT was Plaintiff's supervisor with supervisory authority over him, including but not
16 limited to the responsibility to direct him work activities and to make or recommend employment
17 actions affecting him such as the decision to hire and/or fire, promote, reward, or discipline him.
18 On information and belief, Defendant, RANDY DOUTHIT is a California resident living in the
19 County of Los Angeles;

20 9. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
21 Does 1-50, inclusive and therefore sues these defendants by such fictitious names and capacities.
22 Plaintiff is informed and believes, and on that basis alleges, that each fictitiously named
23 defendant is responsible in some manner for the occurrences alleged herein, and that Plaintiff's
24 injuries as alleged herein were proximately caused by the conduct of said Doe defendants;

25 10. Plaintiff is informed and believes and on that basis alleges that, at all material
26 times herein, each of the DEFENDANTS was the agent, employee, and/or working in concert
27 with the co-defendants and was acting within the course and scope of such agency, employment
28 and/or concerted activity. Plaintiff is informed and believes and on that basis alleges that all

1 actions of each DEFENDANT herein alleged were ratified and approved by the other individual
2 defendants and by the officers and managing agents of each other corporate defendants. Plaintiff
3 is informed and believes and on that basis alleges that to the extent that certain acts and
4 omissions were perpetrated by certain DEFENDANTS, the remaining defendant or
5 DEFENDANTS confirmed and ratified said acts and omission;

6 11. Plaintiff is informed and believes and on that basis alleges that at all material
7 times herein each defendant was completely dominated and controlled by his co-defendant and
8 each was the alter-ego of the other;

9 12. Within the time provided by law, Plaintiff, filed charges with the California
10 Department of Fair Employment and Housing ("DFEH"). See Exhibit "B."

11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 13. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1 through
13 12 as though fully set forth herein;

14 14. PLAINTIFF was an employee of DEFENDANTS for more than seven years. He quickly
15 moved up the producer ladder from being an Associate Producer, to a Segment Producer, to a
16 Senior Producer. Along the way DEFENDANTS earned Emmy nominations for
17 shows/segments produced by PLAINTIFF. Prior to 2007, PLAINTIFF received positive reviews
18 and evaluations of his work evidenced by his continual promotions and raises.

19 15. On or about January 4, 2007, PLAINTIFF was given a written warning in a meeting with
20 Mr. Douthit. During the meeting Mr. Douthit continually screamed and verbally berated
21 PLAINTIFF, calling him, among other things, a "fucking loser" and mocking him. PLAINTIFF
22 was forced to sign the written warning. PLAINTIFF is informed and believes the reason this
23 warning was given was to "document" the file for the firing Mr. Douthit knew was coming.

24 16. On March 30, 2007 PLAINTIFF was fired by DEFENDANTS. PLAINTIFF was told he
25 was fired because his numbers were down. However, this was not the case. When PLAINTIFF
26 was promoted to Senior Producer in April of 2006 he was informed that his evaluation would be
27 based on his team's total shows for the year. During that year, PLAINTIFF's group had the
28 highest numbers and his numbers were comparable to what the other senior producers had

1 obtained individually.

2 17. PLAINTIFF is informed and believes that the real reason he was given the written
3 warning and that he was fired was because he had opposed DEFENDANTS's discriminatory
4 selection process. By firing one of the Senior Producers, DEFENDANTS were sending a
5 message to all producers that no one is safe from being fired if they voiced their opposition to the
6 selection process.

7 18. DEFENDANTS discriminated against its litigants in the selection process. Specifically
8 by screening out black litigants. For example, Mr. Douthit would tell the producers: "we're not
9 doing any more black shows;" "I don't want to hear no black language on the t.v.;" "I don't want
10 to hear black people arguing;" and other discriminatory comments. PLAINTIFF would oppose
11 this practice by continually presenting "black cases" to Mr. Douthit for production. However,
12 when Mr. Sebastien would present these cases he was informed by Mr. Douthit that "August was
13 already filled" or they already "had enough black cases." PLAINTIFF had cases returned to him
14 with a comment from Mr. Douthit rejecting the case as "too ghetto." The last few months before
15 PLAINTIFF was fired, he submitted several black cases, all of which were turned down.

16 19. PLAINTIFF would also oppose this discriminatory selection practice at meetings where
17 the most recent taping cycle would be discussed. At these meetings, Mr. Douthit would mock
18 the appearance to the litigants. Specifically, Mr. Douthit would make comments including but
19 not limited to the litigants being too dark, or that we don't need any more black cases, or that
20 August was full. PLAINTIFF would complain to Mr. Douthit about him turning down black
21 cases, following the tape cycles at these meetings. It was during these meetings that Mr. Douthit
22 would go through the appearance of the litigants. PLAINTIFF and other producers complained
23 that they should not be restricted to not booking cases with black litigants. However, when this
24 complaint was made, Mr. Douthit would respond that PLAINTIFF and the other producers had
25 no choice, they had to book white upscale, pretty people. At times, Mr. Douthit would bring in
26 his pile of mostly black cases from his office to show the producers his "August" or unusable
27 cases.

28 20. The result of this selection process was that all the producers would not pursue "black

1 cases" for fear that these would be rejected and would hurt their numbers. Instead they were told
2 to send these cases to the Judge Joe Brown Show. The producers knew that "black cases"
3 wouldn't get taped and thus would not get them credit for shows. PLAINTIFF is informed and
4 believes that many of his cases, and those of other producers, were turned down or not signed-off
5 for approval based on race.

6 **FIRST CAUSE OF ACTION**

7 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

8 **AGAINST ALL DEFENDANTS**

9 21. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1 through
10 20 as though fully set forth herein;

11 22. As articulated above, PLAINTIFF was employed by DEFENDANTS;

12 23. On or about March 30, 2007 DEFENDANT'S fired PLAINTIFF;

13 24. A motivating reason PLAINTIFF was subjected to the adverse employment actions by
14 DEFENDANTS was in retaliation for opposing the discriminatory selection process as explained
15 above which is in violation of fundamental public policies set forth in the California
16 Constitution, Article I, § 8, in the Fair Employment and Housing Act, Government Code § 12940
17 et seq., the Unruh Act, the Government Code, and in numerous other statutory provisions.

18 25. DEFENDANTS conduct was a substantial factor in causing harm to PLAINTIFF,
19 including but not limited to: loss of earnings and other employment benefits, physical injuries,
20 pain and suffering, mental anguish and emotional distress. As such, PLAINTIFF is entitled to
21 general and compensatory damages in amounts to be proven at the time of trial;

22 26. The conduct of DEFENDANTS and each of them as described above was malicious,
23 fraudulent, and/or oppressive and done with a willful and conscious disregard for PLAINTIFF 's
24 rights and for the deleterious consequences of DEFENDANTS actions. DEFENDANTS and
25 each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the
26 unlawful conduct of each other. Consequently, PLAINTIFF is entitled to punitive damages
27 against each of said DEFENDANTS.
28

1 **SECOND CAUSE OF ACTION**

2 **Unlawful Business Practices in Violation of Business and Professions Code § 17200**

3 **Against all Defendants**

4 27. PLAINTIFF restates, and incorporate by reference as if fully set forth herein, each and
5 every allegation contained in paragraphs 1 through 26 of this Complaint;

6 28. By violating the foregoing status and regulations, including but not limited to
7 Government Code § 12940 et seq and Labor Code § 6400 et seq., Defendants' acts constitute
8 unfair and unlawful business practices under California Business and Professions Code § 17200
9 et seq.

10 29. Defendants violations of California laws, constitutes an unlawful business practice
11 because it was done repeatedly over a significant period of time and in a systematic manner to
12 the detriment of PLAINTIFF;

13 30. The victims of these unfair, fraudulent, or illegal business practices include, but are not
14 limited to the PLAINTIFF and the general public. PLAINTIFF is informed and believe that
15 Defendants performed the aforementioned acts with the intent of gaining an unfair competitive
16 advantage and to the detriment of their employees, their competitors, and the general public.

17 31. Pursuant to Business and Professions Code § 17203, PLAINTIFFS are entitled to an
18 issuance of an order enjoining Defendants from this prohibited conduct. Moreover, under the
19 same section, PLAINTIFFS are entitled to an order of restitution, commanding Defendants to
20 disgorge to PLAINTIFFS all money and property acquired by means of these practices in an
21 amount according to proof at the time of trial. Plaintiff is also entitled to an award of attorney
22 fees and costs pursuant to CCP § 1021.5.

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1 unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against
2 each of said DEFENDANTS.

3 **FOURTH CAUSE OF ACTION**

4 **BREACH OF CONTRACT**

5 **AGAINST ALL DEFENDANTS**

6 39. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1 through
7 38 as though fully set forth herein;

8 40. On or about April 17, 2006 PLAINTIFF and Big Ticket Pictures, Inc. entered into an
9 employment agreement for the Judge Judy show. The contract is three pages in length and is
10 attached hereto in its entirety as Exhibit A.

11 41. Plaintiff did all, or substantially all of the significant things that the contract required him
12 to do or was excused from having to do those things;

13 42. All conditions required for DEFENDANT's performance had occurred;

14 43. Plaintiff alleges that DEFENDANTS breached the contract by firing him without cause
15 on March 30, 2007.

16 44. DEFENDANTS firing of Plaintiff caused him harm in an amount to be determined at the
17 time of trial;

18 **FIFTH CAUSE OF ACTION**

19 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

20 **AGAINST ALL DEFENDANTS**

21 45. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1 through
22 44 as though fully set forth herein;

23 46. On or about April 17, 2006 PLAINTIFF and Big Ticket Pictures, Inc. entered into an
24 employment agreement for the Judge Judy show. The contract is three pages in length and is
25 attached hereto in its entirety as Exhibit A.

26 47. Plaintiff did all, or substantially all of the significant things that the contract required her
27 to do or was excused from having to do those things;
28

1 48. All conditions required for DEFENDANT's performance had occurred;

2 49. Plaintiff alleges that DEFENDANTS unfairly interfered with Plaintiff's right to receive
3 the benefits of the contract;

4 50. DEFENDANTS actions caused Plaintiff harm in an amount to be determined at the time
5 of trial;

6 **PRAYER FOR RELIEF**


7 **WHEREFORE**, PLAINTIFF prays for Judgment against THE JUDGE JUDY
8 PROGRAM; PARAMOUNT PICTURES, INC., BIG TICKET TELEVISION, BIG TICKET
9 PICTURES, INC., CBS PARAMOUNT NETWORK TELEVISION, INC., RANDY DOUTHIT, an
10 individual, and DOES 1 through 50, inclusive, collectively as follows:

- 11
- 12 1. For all actual, consequential and incidental financial losses, including but not
13 limited to loss of earnings, employment benefits, and employment opportunities
14 according to proof;
 - 15 2. For compensatory and general damages according to proof;
 - 16 3. For exemplary and punitive damages;
 - 17 4. For Statutory Attorneys' fees and costs;
 - 18 5. For costs of suit;
 - 19 6. For pre-judgment and post judgment interest, at the legal rate; and
 - 20 7. For such other and further relief as the Court deems appropriate and just
- 21

22 Respectfully submitted

23
24 Dated: December 26, 2007

LAW OFFICES OF MANUEL H. MILLER
A Professional Corporation

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27 Martin I. Aarons
28 Attorney for Plaintiff

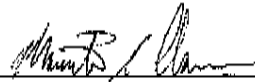
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: December 26, 2007

LAW OFFICES OF MANUEL H. MILLER
A Professional Corporation



Martin I. Aarons
Attorney for Plaintiff

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