

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Patricia Nieto

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

**20STCV38553**

GLENN KAGAN, an individual,

Plaintiff,

vs.

SONY PICTURES ENTERTAINMENT, INC., a  
Delaware corporation; QUADRA  
PRODUCTIONS, INC., a California corporation,  
and Does 1 through 20, inclusive,

Defendants.

**CASE NO.**

Assigned to:

**Complaint for:**

- 1. DISCRIMINATION BASED UPON AGE (FEHA);**
- 2. FAILURE TO PREVENT DISCRIMINATION (FEHA);**
- 3. WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE §1102.5;**
- 4. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 5. FAILURE TO PAY OVERTIME WAGES;**
- 6. WAITING TIME PENALTIES;**
- 7. FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS; AND**
- 8. UNFAIR BUSINESS PRACTICES (B&P SECTION 17200 et seq.)**

**JURY TRIAL DEMANDED**

Appell Shapiro, LLP  
Attorneys at Law

1 Plaintiff GLENN KAGAN complains and pleads as follows:

2 **GENERAL ALLEGATIONS**

3 1. At all relevant times, Plaintiff GLENN KAGAN (“Plaintiff”) was and is an  
4 individual residing in Los Angeles County, State of California.

5 2. Plaintiff is informed and believes and based thereon alleges that at all relevant times  
6 herein, Defendant SONY PICTURES ENTERTAINMENT, INC. (“Defendant” or “Sony”) is a  
7 corporation organized in the State of Delaware, with its principal place of business in Los Angeles  
8 County, California.

9 3. Plaintiff is informed and believes and based thereon alleges that at all relevant times  
10 herein, Defendant QUADRA PRODUCTIONS, INC. (“Defendant” or “Quadra”) is a corporation  
11 organized in the State of California, with its principal place of business in Los Angeles County,  
12 California.

13 4. The true names and capacities of Defendants sued herein as Does 1 through 20,  
14 inclusive, are unknown to Plaintiff, but Plaintiff will amend this Complaint when and if the true  
15 names of said Defendants become known to him. Plaintiff is informed and believes and based  
16 thereon alleges that each of the Defendants sued herein as a Doe is responsible in some manner for  
17 the events and occurrences herein set forth and proximately caused injury and damages, and any  
18 reference to “Defendant” shall mean “Defendants and each of them.” Plaintiff is informed and  
19 believes and based thereon alleges that each Defendant was the agent and employee of its Co-  
20 Defendants, and in doing the things alleged in this Complaint was acting within the course and  
21 scope of that agency and employment.

22 5. Venue as to Defendant is proper in this judicial district pursuant to California Code  
23 of Civil Procedure section 395 *et seq.* The obligations and liabilities giving rise to this lawsuit  
24 occurred in Los Angeles County.

25 **FACTUAL ALLEGATIONS**

26 6. Plaintiff Kagan worked for Defendants or their predecessor entities from  
27 approximately June 16, 1986 until his wrongful termination on August 21, 2020, over 34 years.  
28 Throughout his tenure, Plaintiff worked as a Senior Contestant Coordinator on the television game

1 show, Jeopardy!

2 7. Plaintiff performed his job well receiving positive feedback and raises. On tape days,  
3 Plaintiff's duties included meeting contestants in the morning and escorting them to the green  
4 room, and standing in for Alex Trebek during rehearsal to see if contestants had any issues such as  
5 using their signaling buzzers. On non-tape days, Plaintiff's duties included booking contestants for  
6 upcoming shows and e-mailing them forms. At various times throughout the year, Plaintiff would  
7 conduct auditions for potential contestants both locally and in different cities. Plaintiff would grade  
8 tests and write notes on potential contestants, and would submit the information for others to select  
9 contestants.

10 8. In approximately July 2016, a young male employee in his twenties was promoted to  
11 Contestant Coordinator. Over the next few years, Plaintiff had job duties taken away and given to  
12 the younger employee. Among the duties taken away from Plaintiff was stage work on tape days.  
13 Plaintiff was told by his supervisor that they wanted the younger employee to take over the stage  
14 duties on tape days, including taking Plaintiff's place at the contestant table on stage and appearing  
15 in the camera shots with contestants between commercial breaks instead of Plaintiff. There was  
16 never any indication that Plaintiff's job performance was the reason for his duties being taken away  
17 and given to the younger employee.

18 9. In January 2019, Plaintiff had medical issues, requiring him to miss a few days of  
19 work. Plaintiff's supervisor, and Rocky Schmidt, the Supervising Producer of Jeopardy! made  
20 repeated attempts to find out information about Plaintiff's medical condition and his health over the  
21 following few months.

22 10. In March 2020, the Jeopardy! staff began working remotely from home due to Covid.  
23 In July 2020, during a production wide videoconference meeting announcing the new season,  
24 employees were told that a "Covid Captain" would be hired to oversee all protocols regarding  
25 Covid and that Personal Protective Equipment (PPE) would be provided to all employees upon  
26 their return to work.

27 11. On July 23, 2020, Plaintiff physically returned to work. Defendants did not provide  
28 Plaintiff or other employees with masks or other PPE. Nor did Defendants provide Plaintiff or

1 other employees with any policies or protocols regarding wearing masks or other PPE or any other  
2 guidance regarding Defendants' expectations regarding proper use of face masks. Plaintiff was  
3 instructed to meet over 20 contestants at the Sony lot to take them for Covid tests. Although  
4 Plaintiff was over 66 years old at the time, and therefore high-risk for Covid, Defendants required  
5 Plaintiff to interact with the contestants rather than having one of the younger employees do so.  
6 Although Defendants failed to provide any PPE, Plaintiff used a face mask he had brought for his  
7 own protection. During the course of the day, Plaintiff's mask inadvertently slipped down below  
8 his nose as he was talking to a contestant in the course of his work. When Plaintiff became aware  
9 of the slippage, he quickly pulled his mask back up. Also, Plaintiff was speaking to a security  
10 guard who was having trouble hearing him due to the noise in the parking structure, so Plaintiff  
11 briefly lowered his mask to tell the guard something and then brought it back up.

12 12. On July 24, 2020, Plaintiff was asked to attend a meeting by videoconference with  
13 Rocky Schmidt, Lisa Broffman, also a Supervising Producer, and a Sony Human Resources  
14 Representative, Zack Hall. Plaintiff was accused of failing to wear a mask. Plaintiff raised his  
15 concerns about Defendants failure to provide him with a mask or other PPE, and about Defendants  
16 failure to provide him with any protocols or instructions regarding use of PPE. Plaintiff was put on  
17 suspension. While on suspension, the younger employee who had been getting Plaintiff's work  
18 duties, took over Plaintiff's duties.

19 13. On August 17, 2020, Plaintiff was told that his employment was being terminated,  
20 effective August 21, 2020, despite 34 years of employment, with no prior warnings, write-ups or  
21 reprimands, for failing to properly wear a mask, despite not having been provided with protocols or  
22 instructions for masks or even being provided with PPE. Plaintiff is informed and believes, and  
23 based thereon alleges, that he was replaced with a younger employee.

24 14. Plaintiff regularly worked long hours for Defendants, regularly working in excess of 8  
25 hours per day and/or 40 hours per week. Throughout his employment with Defendants, Plaintiff  
26 was paid a straight salary. Plaintiff did not fall within any of the exemptions for overtime pay set  
27 forth in the California Wage Orders or the Labor Code. Plaintiff was not paid overtime premium  
28 pay for all hours worked in excess of 8 hours in a day and/or 40 hours in a week, nor was Plaintiff

1 paid double-time for his hours worked in excess of 12 hours in a day.

2 15. Defendants knowingly and intentionally failed to furnish Plaintiff with accurate  
3 itemized wage statements. For example, Plaintiff Kagan's wage statements do not reflect, or do not  
4 reflect accurately his total hours actually worked, his total overtime hours actually worked, or the  
5 overtime rate of pay. Plaintiff has been injured by Defendants' failure to furnish timely and  
6 accurate itemized wage statements in that, *inter alia*, he is unable to determine the true amount of  
7 wages he had earned and should have been paid.

8 **FIRST CAUSE OF ACTION**

9 **DISCRIMINATION BASED ON RACE (FEHA)**

10 **(Against All Defendants)**

11 16. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 15,  
12 inclusive, of this Complaint as though fully set forth herein.

13 17. At all times herein mentioned, California Government Code § 12940 et seq. was in  
14 full force and effect and were binding on Defendants and each of them, as Defendants regularly  
15 employed five (5) or more persons.

16 18. Plaintiff was at all times material hereto an employee covered by California  
17 Government Code § 12940(a) prohibiting discrimination in employment on the basis of age.  
18 Defendants were at all relevant times an employer within the meaning of California Government  
19 Code § 12926(c), and, as such, is barred from discriminating in employment decisions on the basis  
20 of age as set forth in California Government Code § 12940.

21 19. Plaintiff is 66 years old. Plaintiff performed his job duties for Defendant in a  
22 competent and efficient manner within the company rules and policies throughout his years of  
23 employment with Defendants. Indeed, Plaintiff was never advised of any discipline.

24 20. Defendants discriminated against Plaintiff on the basis of his age. Defendants hired  
25 a younger male in his twenties, and began taking away Plaintiff's duties and assigning them to this  
26 younger employee, who Defendants intended to eventually replace Plaintiff. Plaintiff is informed  
27 and believes that Defendants eventually replaced Plaintiff with a younger employee. Defendants  
28 also promoted an employee younger than Plaintiff instead of Plaintiff. Additionally, employees of

1 Defendants made negative comments and jokes about age regarding Plaintiff and other older  
2 employees, and Defendants failed to take remedial measures to prevent such conduct. Plaintiff was  
3 terminated for pretextual reasons, after 34 years of employment with no warning or opportunity to  
4 improve.

5 21. Plaintiff is informed and believes, and on that basis alleges, that his age was a  
6 substantial and determining factor in Defendants' decision to terminate Plaintiff's employment, and  
7 that Defendants' conduct as alleged constitutes an unlawful employment practice in violation of  
8 Government Code sections 12940 et seq.

9 22. As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained  
10 substantial losses in earnings and other employment benefits in an amount according to proof at the  
11 time of trial. As a further proximate result of Defendants' wrongful conduct, Plaintiff has suffered  
12 and continues to suffer humiliation, embarrassment, discomfort, and emotional distress and mental  
13 anguish, all to his damage in an amount according to proof at the time of trial.

14 23. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,  
15 and in the conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages in an  
16 amount according to proof at the time of trial, and reasonable attorneys' fees and costs pursuant to  
17 California Government Code section 12965(b).

18 24. On October 6, 2020, Plaintiff exhausted his administrative remedies by filing a  
19 complaint with the California Department of Fair Employment and Housing and receiving a right  
20 to sue letter.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PREVENT DISCRIMINATION (FEHA)**

23 **(Against All Defendants)**

24 25. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 24,  
25 inclusive, of this Complaint as though fully set forth herein.

26 26. At all times mentioned herein, California Government Code Sections 12940, et seq.,  
27 including but not limited to Sections 12940 (j) and (k), were in full force and effect and were  
28 binding upon Defendants and each of them. These sections impose on an employer a duty to take

1 immediate and appropriate corrective action to end discrimination, and take all reasonable steps  
2 necessary to prevent discrimination from occurring, among other things.

3 27. Defendants failed to take immediate and appropriate corrective action to end the  
4 discrimination. Defendants also failed to take all reasonable steps necessary to prevent the  
5 discrimination from occurring.

6 28. In failing and/or refusing to take immediate and appropriate corrective action to end  
7 the discrimination, and in failing and/or refusing to take any or all reasonable steps necessary to  
8 prevent discrimination from occurring, Defendant violated California Government Code § 12940  
9 (j) and (k), causing Plaintiff to suffer damages as set forth above.

10 29. As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained  
11 substantial losses in earnings and other employment benefits in an amount according to proof at the  
12 time of trial. As a further proximate result of Defendants' wrongful conduct, Plaintiff has suffered  
13 and continues to suffer humiliation, embarrassment, discomfort, and emotional distress and mental  
14 anguish, all to his damage in an amount according to proof at the time of trial.

15 30. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,  
16 and in the conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages in an  
17 amount according to proof at the time of trial, and reasonable attorneys' fees and costs pursuant to  
18 California Government Code section 12965(b).

19 **THIRD CAUSE OF ACTION**

20 **WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE §1102.5**

21 **(Against All Defendants)**

22 31. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 30,  
23 inclusive, of this Complaint as though fully set forth herein.

24 32. Labor Code section 1102.5 prohibits an employer from preventing an employee  
25 from reporting violations of state or federal laws or regulations to a government agency, and  
26 prohibits an employer from retaliating against an employee who has or who the employer is  
27 concerned may disclose information of violations of or noncompliance with state or federal laws or  
28 regulations.





1 FEHA, Government Code section 12940, et seq. and the California Constitution. Specifically,  
2 Defendants subjected Plaintiff to disparate and discriminatory treatment, and subsequently  
3 terminated his employment.

4 40. As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained  
5 substantial losses in earnings and other employment benefits in an amount according to proof at the  
6 time of trial. As a further proximate result of Defendants' wrongful conduct, Plaintiff has suffered  
7 and continues to suffer humiliation, embarrassment, discomfort, and emotional distress and mental  
8 anguish, all to his damage in an amount according to proof at the time of trial.

9 41. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,  
10 and in the conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages in an  
11 amount according to proof at the time of trial.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME WAGES**

14 **(Against All Defendants)**

15 42. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 15,  
16 inclusive, of this Complaint as though fully set forth herein.

17 43. Plaintiff's employment did not fall within any of the exemptions for overtime pay  
18 set forth in the California Wage Orders. Defendants have failed to pay Plaintiff overtime premium  
19 pay for all hours he worked in excess of eight hours in a day and/or forty hours in a week as  
20 required by California law, and have failed to pay Plaintiff double-time pay for all hours worked in  
21 excess of 12 hours in a day.

22 44. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of wages  
23 he is owed under California law, in an amount to be proven at trial, and Plaintiff is entitled to  
24 recovery of such amount, plus interest, penalties, attorneys' fees, and costs, pursuant to California  
25 Labor Code § 1194.

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1 **SIXTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Against All Defendants)**

4 45. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 15, 42  
5 through 44, inclusive, of this Complaint as though fully set forth herein.

6 46. Labor Code section 203 provides that an employer who willfully fails to pay wages  
7 of an employee who is discharged or quits, is liable for waiting time penalties in the form of  
8 continued compensation at the employee's daily wage rate for up to 30 days.

9 47. Defendants willfully failed and refused to pay to Plaintiff his unpaid overtime wages  
10 at the time of his termination from employment with Defendants. As a result, Defendants are liable  
11 to Plaintiff for waiting time penalties, together with interest thereon and costs, pursuant to  
12 California Labor Code § 203.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**

15 **(Against All Defendants)**

16 48. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 15, 42  
17 through 47, inclusive, of this Complaint as though fully set forth herein.

18 49. Throughout Plaintiff's employment, Defendants provided Plaintiff with wage  
19 statements which violated Labor Code section 226(a) by failing to accurately state, *inter alia*, his  
20 total hours actually worked, overtime hours actually worked, and the proper overtime rate of pay.  
21 Plaintiff has been injured by Defendants' failure to furnish timely and accurate itemized wage  
22 statements in that, *inter alia*, he was unable to determine the true amount of wages he earned and  
23 should have been paid.

24 50. Pursuant to Labor Code section 226(a), Defendants are liable to Plaintiff for  
25 penalties pursuant to Labor Code section 226(e) for each violation by Defendants of Labor Code  
26 section 226(a). In addition, Plaintiff is entitled to an award of reasonable attorneys' fees, and costs,  
27 pursuant to California Labor Code section 226(h).

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES (B&PC SECTION 17200 et seq.)**

3 **(Against All Defendants)**

4 51. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 50,  
5 inclusive, of this Complaint as though fully set forth herein.

6 52. Defendants have engaged in unfair business practices in California by utilizing and  
7 engaging in an unlawful pattern and practice of failing to properly pay employee compensation and  
8 engaging in age discrimination as described hereinabove.

9 53. Defendants' use of such practices constitutes an unfair business practice, unfair  
10 competition, and provides an unfair advantage over Defendants' competitors.

11 54. Plaintiff seeks full restitution on account of the economic injuries they he has  
12 suffered along with disgorgement of ill-gotten gains from Defendants as necessary and according  
13 to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by  
14 means of the unfair business practices complained of herein.

15 55. Further, if Defendants are not enjoined from the unlawful conduct described above,  
16 Defendants will continue unabated in their unlawful conduct, which will continue to result in  
17 irreparable injury to members of the general public, including, but not limited to other employees  
18 of Defendants, and for which there is no adequate remedy at law. Thus, Plaintiff requests that the  
19 Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the  
20 foregoing conduct.

21 56. Plaintiff seeks full restitution from Defendants, as necessary and according to proof,  
22 to restore all monies withheld, acquired and/or converted by Defendant by means of the unfair  
23 practices complained of herein.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays for judgment against Defendants, and each of  
26 them, according to proof, as follows:


27 a. For unpaid overtime and double-time wages, in a sum in excess of the minimum  
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- jurisdictional limit of this Court, according to proof at trial;
- b. For general and special damages in a sum in excess of the minimum jurisdictional limit of this Court, according to proof at trial;
- a. For statutory penalties and premium pay under the Labor Code, including §§203, 226(f) and 1102.5(f);
- b. For punitive damages;
- c. For reasonable attorney’s fees pursuant to statutes, including Government Code §12965(b) and Labor Code §§226(g) and 1194, and California Code of Civil Procedure §1021.5;
- d. For restitution and/or disgorgement of unpaid overtime, and injunctive relief, pursuant to California Business and Professions Code §17200 et seq.;
- e. For interest at the maximum legal rate;
- f. For costs of suit incurred herein; and
- g. For such other and further relief as the Court may deem just and proper.

Dated: October 7, 2020

APPELL SHAPIRO LLP

By 

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BARRY M. APPELL  
Attorneys for Plaintiff