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Noushin Faraji, individually,
and on behalf of others similarly situated.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NOUSHIN FARAJI, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

FOX CORPORATION, a Delaware corporation,
SPORTS MEDIA SERVICES, LLC, a Delaware
limited liability company, FOX SPORTS
HOLDINGS, LLC, a Delaware limited liability
company, FOX SPORTS 1, LLC, a Delaware
limited liability company, FOX SPORTS 2,
LLC, a Delaware limited liability company,
FOX SPORTS PRODUCTIONS, LLC, a
Delaware limited liability company, CHARLIE
DIXON, an individual, SKIP BAYLESS, an
individual, JOY TAYLOR, an individual, and
DOES 1 – 25, inclusive,

Defendants.

Case No. 25STCV00101
Assigned for All Purposes to
Honorable Laura A. Siegle (Dept. 17)

SECOND AMENDED COMPLAINT

CLASS ACTION COMPLAINT:

1. Failure To Pay Minimum Wages
2. Failure To Reimburse Business Expenses
3. Failure To Pay All Wages Upon Separation
4. Failure To Furnish Accurate Itemized Wage Statements
5. Unfair, Unlawful, Or Fraudulent Business Practices
6. Private Attorneys General Act (PAGA)

INDIVIDUAL COMPLAINT:

7. Sexual Battery
8. Hostile Work Environment (Sex/Gender)
9. Hostile Work Environment (Race/National Origin)
10. Hostile Work Environment (Disability)
11. Failure To Prevent Harassment
12. Negligent Supervision, Hiring, And Retention
13. Retaliation
14. Wrongful Termination

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff NOUSHIN FARAJI, an individual (“Ms. Faraji” or “Plaintiff”), against Defendant FOX CORPORATION, a Delaware corporation (“Fox Corp.”), Defendants SPORTS MEDIA SERVICES, LLC, a Delaware limited liability company, FOX SPORTS HOLDINGS, LLC, a Delaware limited liability company, FOX SPORTS 1, LLC, a Delaware limited liability company, FOX SPORTS 2, LLC, a Delaware limited liability company, and FOX SPORTS PRODUCTIONS, LLC, a Delaware limited liability company (collectively referred to as “Fox Sports”, and together with Fox Corp. as “Fox”), Defendant CHARLIE DIXON, an individual (“Mr. Dixon”), Defendant SKIP BAYLESS, an individual (“Mr. Bayless”), Defendant JOY TAYLOR, an individual (“Ms. Taylor”), and DOES 1 – 25, inclusive, (all named Defendants, together with DOES 1 – 25, collectively referred to as “Defendants”).

I. SUMMARY OF ACTION

1. Ms. Faraji brings forth this action because for over a decade at Fox, she was forced to endure a misogynistic, racist, and ableist workplace where executives and talent were allowed to physically and verbally abuse workers with impunity. When Ms. Faraji and others came forward to report the wrongdoing, instead of addressing their concerns, Fox retaliated against them while the perpetrators and those who protected them were inexplicitly promoted. This case thus represents yet another in a long line of cases chronicling the toxic culture at Fox, marked by bad faith promises and repeated failures to address a poisonous and entrenched patriarchy.

2. Ms. Faraji also brings forth an action on behalf of herself and Fox’s current and former non-exempt hourly employees employed in California (“Class Members”) beginning four years prior to the filing of the Complaint and ending on the date as determined by the Court (the “Class Period”). Specifically, during the Class Period, Fox had a consistent policy and/or practice of: (i) failing to pay employees all minimum wages, (ii) failing to reimburse employees for business expenses, (iii) failing to pay all wages upon separation, and (iv) knowingly and intentionally failing to furnish accurate itemized wage statements. As a result of the above Labor Code violations, Fox committed unfair, unlawful, and fraudulent business practices in violation of California’s Unfair Competition Law (“UCL”).

3. Ms. Faraji also brings forth an action on behalf of herself and Fox's current and former non-exempt hourly employees employed in California ("Aggrieved Employees") beginning one year

1 and 65 days prior to the filing of this Second Amended Complaint and ending on the date as determined
2 by the Court (the “PAGA Period”). As Plaintiff gave notice to the Labor and Workforce Development
3 Agency (“LWDA”) by online submission on January 9, 2025 and no response was received, Plaintiff
4 may commence and is authorized to pursue a PAGA cause of action. Cal. Lab. Code § 2699.3(a)(2)(A)
5 (“Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of
6 the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action
7 pursuant to Section 2699”); Cal. Lab. Code § 2699.3(e) (tolling period of 65 days).

8 **II. VENUE AND JURISDICTION**

9 4. Venue is proper because Ms. Faraji was hired to work out of and did work out of Los
10 Angeles, CA. In addition, each cause of action arises from California state law and a substantial number
11 of the events giving rise to this lawsuit took place in Los Angeles, CA.

12 5. The Court has jurisdiction over Ms. Faraji’s and Class Members’ claims under Labor
13 Code §§ 201-04, 226, 510, 558, 1194, 1197, 2699, 2802, Bus. & Prof. Code § 17200 *et seq.*, and
14 applicable Wage Orders. This Court has jurisdiction over Ms. Faraji’s individual claims as they arise
15 out of California law.

16 **III. THE PARTIES**

17 6. Ms. Faraji was a resident of Los Angeles, CA for all times relevant during the events of
18 this case. She was employed at Fox as a hairstylist on a part-time basis from approximately 2012 to
19 2016 and on a full-time basis from approximately 2016 to August 2024.

20 7. Defendant FOX CORPORATION is a Delaware corporation doing business in Los
21 Angeles, CA. Defendant FOX CORPORATION is a publicly traded corporation listed on the Nasdaq
22 stock exchange and is the parent company of SPORTS MEDIA SERVICES, LLC, FOX SPORTS
23 HOLDINGS, LLC, FOX SPORTS 1, LLC, FOX SPORTS 2, LLC, and FOX SPORTS
24 PRODUCTIONS, LLC. Defendant FOX CORPORATION reported revenue of \$13,980,000,000 and
25 net income of \$1,554,000,000 for the year ending June 30, 2024.

26 8. Defendant SPORTS MEDIA SERVICES, LLC is a Delaware limited liability company.

27 9. Defendant FOX SPORTS HOLDINGS, LLC is a Delaware limited liability company.

28 10. Defendant FOX SPORTS 1, LLC is a Delaware limited liability company.

1 11. Defendant FOX SPORTS 2, LLC is a Delaware limited liability company.

2 12. Defendant FOX SPORTS PRODUCTIONS, LLC is a Delaware limited liability
3 company.

4 13. Defendant Charlie Dixon is the Executive Vice President of Content for FS1, Fox's
5 flagship multi-sport national network, overseeing all content and production on the network. Mr. Dixon
6 was, in July 2016, the very first significant hiring of former Fox Sports president Jamie Horowitz ("Mr.
7 Horowitz"), who was terminated from Fox due to reports of sexual harassment. At all relevant times,
8 Mr. Dixon was an agent of Fox and had authority to make decisions impacting Ms. Faraji's
9 employment. Upon information and belief, Mr. Dixon is a resident of the State of California.

10 14. Defendant Skip Bayless is a sports columnist, commentator, and television personality
11 who worked at Fox on his show *Skip and Shannon: Undisputed* from 2016 to August 2024. In March
12 2021, Mr. Bayless signed a four-year, \$32 million contract with Fox. At all relevant times, Mr. Bayless
13 was an agent of Fox and had authority to make decisions impacting Ms. Faraji's employment. Upon
14 information and belief, Mr. Bayless is a resident of the State of California.

15 15. Defendant Joy Taylor is a media personality and television host for Fox. She co-hosts
16 the show *Speak* on FS1. At all relevant times, Ms. Taylor was an agent of Fox and had authority to
17 make decisions impacting Ms. Faraji's employment. Upon information and belief, Ms. Taylor is a
18 resident of the State of California.

19 16. While not currently named as defendants herein, Mark Silverman, President and COO of
20 Fox Sports, and Eric Shanks, CEO and Executive Producer of Fox Sports, may become named
21 defendants based upon discovery yet to be adduced in this action concerning their involvement with
22 respect to Ms. Faraji's claims. On information and belief, Mr. Silverman and Mr. Shanks approved,
23 were made privy to, or should have been privy to all significant employment decisions and personnel-
24 related investigations related to misconduct and/or harassment by Fox Sports executives and talent.
25 Further, on information and belief, Mr. Silverman and Mr. Shanks, along with Fox's legal team,
26 worked hard to protect perpetrators by forcing individuals who were witnesses to or targets of
27 misconduct and/or harassment to sign nondisclosure agreements upon separation from employment.

28 17. Ms. Faraji is ignorant of the true names, capacities, relationships, and extent of

1 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 – 25 but is
2 informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful
3 conduct alleged herein and therefore sues these Defendants by such fictitious names. Ms. Faraji will
4 amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

5 **IV. FACTUAL BACKGROUND**

6 **A. Ms. Faraji is hired to work at Fox.**

7 18. In 2003, Ms. Faraji began to work at José Eber Hair Salon, a sophisticated salon
8 providing cutting-edge styling and coloring techniques and treatments to high-profile clients. Around
9 2010, Ms. Faraji was introduced by a coworker at the salon to Gail Berman, the former President of
10 Entertainment for Fox Broadcasting Company, and Dana Walden, the former CEO of Fox Television
11 Group. Shortly thereafter, Ms. Faraji began accompanying the coworker to do Ms. Walden and Ms.
12 Berman’s hair at their homes and on the premises of Fox. Over time, as Ms. Faraji’s coworker became
13 busy with other clients, he sent Ms. Faraji on her own to do their hair at their homes and on the
14 premises of Fox.

15 19. In approximately 2012, a makeup stylist, who would do Ms. Walden and/or Ms.
16 Berman’s makeup when Ms. Faraji worked on their hair, recommended Ms. Faraji for a position at Fox.
17 Fox then hired Ms. Faraji as a part-time employee. When hired, Ms. Faraji was asked to bring her own
18 tools for her work. She would later discover that all her coworkers received a “kit fee” for bringing
19 their own tools. However, she herself would not receive a kit fee until 2019, approximately seven years
20 after she started working at Fox. In addition, while Ms. Faraji was a “hairstylist” (i.e., styling hair), her
21 supervisor Gina Porretti (“Ms. Porretti”) also required that she do the job duties of a “barber” (i.e.,
22 cutting hair). When Ms. Faraji complained to her union, they told her that while cutting hair was not in
23 her contract, Ms. Porretti was known to be difficult, and it was best to just comply with her requests.
24 Accordingly, throughout her tenure, Ms. Faraji both styled and cut hair.

25 20. In 2016, Fox hired Ms. Faraji as a full-time “hairstylist.”

26 **B. Mr. Dixon gives Ms. Taylor *Undisputed* as a reward for having sex with him.**

27 21. In approximately March 2016, Ms. Faraji met Ms. Taylor, an aspiring sports personality
28 that had recently moved from Miami to Los Angeles for the opportunity of airtime at Fox. At the time,

Ms. Taylor did not have a regular position but would fill in on a day-by-day basis when talent was sick or otherwise missed time. Ms. Taylor told Ms. Faraji that she was recently wed but her husband remained in Miami and that she was lonely in Los Angeles. Ms. Taylor then befriended Ms. Faraji.

22. In approximately May 2016, Ms. Taylor asked Ms. Faraji to meet for a drink in Santa Monica. When Ms. Faraji arrived, she found Ms. Taylor with an older man, Fox Sport's Executive Vice President of Content, Mr. Dixon. As Executive Vice President, Mr. Dixon is responsible for overseeing all content and production on FS1. Ms. Faraji, however, did not know Mr. Dixon.

23. When Mr. Dixon went to buy them another round of spicy margaritas, Ms. Faraji asked who he was. Ms. Taylor responded that he was just a friend. Following that night, whenever Ms. Faraji would meet with Ms. Taylor for drinks or food, Mr. Dixon would either arrive with Ms. Taylor or show up later in the night and leave with Ms. Taylor. He would always buy rounds of drinks and/or food. From their body language, Ms. Faraji suspected that the pair were sleeping with each other, and although this concerned Ms. Faraji as she knew Ms. Taylor was recently married, Ms. Faraji kept her opinions to herself.

24. In approximately June 2016, while at work, Ms. Faraji noticed Mr. Dixon in the elevator. Surprised by the coincidence, Ms. Faraji found Ms. Taylor and told her excitedly: "The guy who always buys our drinks was in the elevator!" Ms. Taylor quickly silenced Ms. Faraji, explaining who he was. Ms. Faraji became alarmed and warned Ms. Taylor that such a relationship was unsafe. Ms. Taylor told her not to worry about it. Ms. Faraji continued to be friends with Ms. Taylor but tried to distance herself as she considered the situation dangerous as well as morally wrong as Ms. Taylor and Mr. Dixon were both married.

25. In approximately July 2016, word spread amongst Fox's employees about a new show that was going to be a "big deal" as it would star Mr. Bayless and Shannon Sharpe ("Mr. Sharpe"). It was known that Fox was looking for a woman with significant TV experience to also star; therefore, it came as a surprise when Fox announced that Ms. Taylor—who was a bartender and radio host in Miami with very little TV experience—would be the moderator of the new show, a sports debate program, *Skip and Shannon: Undisputed*.

26. Mr. Bayless later disclosed to Ms. Faraji that he did not want Ms. Taylor on the show,

1 but Mr. Dixon was adamant that Ms. Taylor should star. At first, Mr. Dixon arranged a dinner between
2 Mr. Bayless and Ms. Taylor where she arrived in provocative clothing and acted in a provocative
3 manner. When that did not change Mr. Bayless's opinion of Ms. Taylor, Mr. Dixon asked him to
4 approve of her as a favor to him. Reluctantly, Mr. Bayless agreed to do so as a favor to his friend.

5 27. Around August 2016, Ms. Faraji attended a dinner with Ms. Taylor and her husband and
6 Mr. Dixon and his wife. During the dinner, Ms. Taylor's husband became suspicious that Ms. Taylor
7 and Mr. Dixon were having a sexual relationship. Soon after the dinner, Ms. Taylor's husband found
8 evidence of the inappropriate relationship and divorced Ms. Taylor.

9 28. In approximately September 2016, *Undisputed* started. Ms. Taylor requested Ms. Faraji
10 to do her hair. In approximately November 2016, after not allowing anyone to touch his hair, Mr.
11 Bayless also requested Ms. Faraji to do his hair.

12 **C. Mr. Dixon gropes Ms. Faraji after putting her on *Undisputed*.**

13 29. On January 14, 2017, Ms. Taylor had her birthday party at Pearl's Rooftop in West
14 Hollywood. Ms. Faraji and other Fox employees who were invited attended as it was a part of their job
15 duties to appease talent, and a birthday party is an important event. As usual, Mr. Dixon was heavily
16 drinking, buying drinks for everyone on a Fox credit card, and blustering that everything purchased was
17 on Fox's dime.

18 30. As Ms. Faraji was standing near the bar, facing the crowd, Mr. Dixon approached her.
19 He asked the bartender for a drink and then placed his arm on Ms. Faraji's lower back. He asked how
20 she was doing, if she was having fun, and if she wanted a tequila shot. Ms. Faraji felt very
21 uncomfortable by his unsolicited touching and responded: "No, thank you." Mr. Dixon then moved his
22 hand lower and started rubbing her body and grabbing her buttocks. Ms. Faraji was mortified but
23 quickly thought to fake an incoming call to escape from the situation.

24 31. Ms. Faraji did not know who to turn to, but as she knew Ms. Taylor was sleeping with
25 Mr. Dixon, she turned to her. Surprisingly, Ms. Taylor responded to "get over it" and explained that she
26 herself only had her job because of Mr. Dixon and that Ms. Faraji only had her job because Ms. Taylor
27 requested her. She warned that Mr. Dixon could take both away.

1 32. Ms. Faraji was terrified and then turned to her coworker, Anonymous¹ (“Anonymous”),
2 to discuss the situation. Anonymous responded that Mr. Dixon was disgusting, that the entire situation
3 was sick, but that it wasn’t shocking given Fox’s culture, and that Ms. Faraji should remain quiet if she
4 wanted to keep her job. As a single mother who needed the job to support her son, Ms. Faraji had no
5 choice but to remain silent.

6 33. Seven years later, in 2023, Ms. Porretti told Ms. Faraji that she did not like her or
7 anything about *Undisputed*. Ms. Porretti expanded that she had already scheduled someone for hair on
8 *Undisputed* when Mr. Dixon called her and told her that she must put Ms. Faraji on *Undisputed* full
9 time. Ms. Porretti told Ms. Faraji: “I didn’t like that. That’s not how things should be done.” Ms. Faraji
10 was stunned and devastated as she prides herself on her work and earning her accolades. Later that day,
11 while thinking about her career, she was angry that Ms. Porretti succumbed to Mr. Dixon’s request as it
12 gave Mr. Dixon the feeling that he could grope her for giving her a job.

13 **D. Mr. Dixon gets rid of a female talent member for refusing to have sex with him.**

14 34. Several years into Ms. Faraji’s tenure at Fox, a female talent member (“Anonymous”)
15 hired Ms. Faraji to do her hair at her house for an awards show. Anonymous asked that Ms. Faraji meet
16 her for lunch first. There, Anonymous told Ms. Faraji that she would no longer be with Fox as Mr.
17 Dixon told her that she would need to have sex with him if she wanted to renew her contract, but she
18 had refused. Anonymous further conveyed that: (i) Mr. Dixon was doing this to other women talent; (ii)
19 she should warn Ms. Taylor to be careful; and (iii) a talk show host had recently reported Mr. Dixon.

20 35. Following the lunch, Ms. Faraji called Ms. Taylor to convey what Anonymous had
21 stated. Ms. Taylor responded that “no one gives a f***” about Anonymous or the talk show host who
22 had reported Mr. Dixon. Ms. Faraji later observed that Ms. Taylor’s remark appeared accurate, as no
23 actions were taken to address the concerns raised. If it was not already apparent, it became even more
24 clear that Fox enabled high-ranking individuals to abuse their authority, exerting undue control over
25 female talent and employees.

27 ¹ In order to protect their identity and prevent retaliation, we refer to several different individuals
28 anonymously in this Complaint, defining the individuals as “Anonymous” in each case.

36. Fear permeated the workplace as stories of mistreatment circulated. As one example, Mr. Dixon deliberately assigned a female talent member, who had been harassed and reported it, to a show set up to fail. When the show inevitably failed due to his sabotage, he used its failure as justification to terminate her employment. In another instance, a coworker who frequently cried in the hallway due to relentless sexual harassment was fired just one week after reporting it. These repeated incidents reinforced an atmosphere where speaking up seemed futile and dangerous.

E. **Mr. Bayless begins to give Ms. Faraji lingering hugs and kisses on the cheek while putting his body against hers and pressing against her breasts.**

37. After the reporting by the talk show host fell on deaf ears, Mr. Bayless began requesting that Ms. Faraji give him a haircut once a week in the makeup room. Ms. Faraji did as she was told as Ms. Porretti required Ms. Faraji to give haircuts to talent. Initially, during the haircuts, Mr. Bayless would discuss his life, his work at Fox, and other innocuous matters. However, soon after the weekly haircuts started, Mr. Bayless began finding excuses to touch Ms. Faraji. He would give her lingering hugs after each haircut, putting his body against her own, pressing against her breasts. He then began to kiss her on her cheeks. Ms. Faraji was uncomfortable by the physical contact and would make excuses to leave right after the haircuts (e.g., “I need to pick up my son from school.”).

38. In approximately summer 2017, while Ms. Faraji was giving Mr. Bayless a haircut, he told her that she was “voluptuous.” As English is her second language and she was not familiar with the word, Ms. Faraji asked what that meant. Mr. Bayless seemed amused and told her to “figure it out.” Ms. Faraji later asked a coworker what the word meant and was mortified. Mr. Bayless then started being more aggressive and direct in his advances. Ms. Faraji continuously declined, stating that she did not date at work as she is a single mom and needed her job.

39. Ms. Faraji was terrified and then turned to her coworker to discuss the situation. The two decided that because Mr. Bayless was a powerful man and Fox protected powerful men (e.g., Mr. Dixon’s actions were openly known but ignored), it would only be to her detriment to report the issue. The two decided that Ms. Faraji needed to be kind towards Mr. Bayless or risk her job. As a single mother who relied on her job to support her son, Ms. Faraji felt that she had no choice.

F. **Ms. Faraji has her hours cut after going on medical leave.**

1 40. In approximately November 2017, Ms. Faraji hurt her back at work, couldn't move for
2 nearly 40 days, and received workers' compensation.

3 41. In approximately December 2017, when Ms. Faraji returned from her leave, she was not
4 provided her full-time schedule and learned from a coworker that Ms. Porretti had promised her shifts
5 to someone else. Ms. Faraji called her union for help. Her union informed her that Ms. Porretti's actions
6 would be illegal under the law. Ms. Faraji then called Human Resources who confirmed that she was
7 entitled to her pre-leave schedule.

8 42. On January 5, 2018, Ms. Porretti called Ms. Faraji into her office. When Ms. Faraji
9 arrived, an individual from Human Resources was present, and Ms. Porretti was falsely explaining that
10 Ms. Faraji did not want her full-time schedule. Ms. Faraji grew upset, explained that she did want her
11 full-time schedule, and further explained that Ms. Porretti had been treating her poorly for years. Ms.
12 Faraji then had multiple meetings with Human Resources where she explained that Ms. Porretti yelled
13 at her, made fun of her, and bullied her (e.g., Ms. Porretti told Ms. Faraji that she did not like her and
14 could fire her at any time).

15 43. From Ms. Faraji's perspective, there was no resolution after these conversations, as she
16 was never informed of any sort of conclusion or action taken on Fox's part.

17 **G. Ms. Faraji remains on *Undisputed* and is asked to also join *The Herd*.**

18 44. In approximately summer of 2018, Ms. Taylor was moved from *Undisputed* to *The Herd*
19 *with Colin Cowherd*. Ms. Taylor again requested Ms. Faraji to do her hair. Colin Cowherd ("Mr.
20 Cowherd") also requested Ms. Faraji to do his hair. Thus, every day, Ms. Faraji would do Mr. Bayless's
21 hair for *Undisputed* and then would do Ms. Taylor and Mr. Cowherd's hair for *The Herd*. Throughout
22 her entire tenure at Fox, Mr. Cowherd was professional and respectful to Ms. Faraji and her coworkers.

23 45. Around this time, after learning of Ms. Taylor and Mr. Dixon's sexual relationship, Ms.
24 Taylor's then-fiancé broke off the engagement and threatened to go public with all that he knew. On
25 information and belief, Mr. Dixon paid for the wedding deposits in an informal exchange for her
26 fiancé's silence.

27 **H. Mr. Diaz racially and sexually harasses Ms. Faraji.**

28 46. On May 10, 2019, Bobby Diaz ("Mr. Diaz") (the individual who puts the microphone on

talent) mocked Ms. Faraji for her pronunciation of English words and sexualized the way she was eating fruit. Ms. Faraji did not respond. She just kept her eyes glued on the monitor playing *Undisputed*. Ms. Porretti was present and did not do anything.

47. On information and belief, Mr. Diaz openly gropes, harasses, and is inappropriate with women at Fox.

48. On information and belief, Mr. Diaz has not been fired, reportedly due to his role in supplying cocaine to numerous Fox employees and talent, even after an incident where he removed his pants on live camera.

49. On information and belief, in December 2024, after Ms. Faraji sent notice of this impending lawsuit to Fox, Mr. Diaz made a mockery of his discussions with human resources regarding his interactions with Ms. Faraji. He told various employees that Ms. Faraji was “stupid,” defiantly stated that, despite being told not to speak about his discussions with human resources, he didn’t care, saying “Who gives a shit?” He further boasted that he would never be fired.

I. Ms. Taylor again uses her sexuality to get on a show.

50. In approximately February 2020, Ms. Taylor asked Ms. Faraji to meet her for lunch in Beverly Hills. When Ms. Faraji arrived, she found Ms. Taylor with a man, Emmanuel Acho (“Mr. Acho”). Ms. Faraji did not know Mr. Acho but could tell that the two were romantically involved.

51. A few months after meeting Mr. Acho at the lunch, Ms. Faraji noticed him in the hallway while at work. Ms. Faraji later asked Ms. Taylor if Mr. Acho also worked at Fox. Ms. Taylor confirmed and explained that she wanted Mr. Acho to eventually recommend her on the show *Speak for Yourself*. Ms. Faraji became alarmed and warned Ms. Taylor that she should probably not sleep with Mr. Dixon and Mr. Acho at the same time, as Mr. Dixon is a very powerful man that may become very angry. Ms. Taylor told her not to worry about it. She explained that she was also now powerful, and once Mr. Dixon was no longer useful to her, she would follow through on her plan to tell the company that he forced himself on her. She would not allow herself to be forced out by Mr. Dixon like other women talent.

52. In approximately September 2022, Ms. Taylor started to work on *Speak*. Ms. Taylor requested Ms. Faraji to do her hair.

1 **J. Ms. Faraji is targeted because of her ethnicity.**

2 53. In approximately 2020, Jane Doe (“Ms. M”), an employee at Fox, began demonstrating
3 erratic behavior. One night, at an informal dinner at Mastro’s Steakhouse, she grew irrationally enraged
4 with Ms. Faraji and screamed: “F*** you! You Persian b****!” The dinner ended after Ms. M broke a
5 glass and threatened to harm herself.

6 54. Following the dinner, Ms. Faraji’s coworker (“Anonymous”), who is black, reported the
7 incident to Human Resources, explaining that she would not be okay with someone calling her a “black
8 b****.” Anonymous also had Ms. Faraji report the incident to Ms. Porretti. Despite these reports
9 supposedly being anonymous, Ms. M learned of the reports and became increasingly unstable towards
10 Ms. Faraji. Every single morning, Ms. M would scream and throw things at Ms. Faraji.

11 55. Approximately six months later, Ms. Faraji told Human Resources that she believed her
12 life was in danger. Human Resources responded that Ms. Faraji should just leave the workplace when
13 Ms. M was having an episode. After approximately a year and a half, Ms. M was fired. Ms. M’s ex-
14 boyfriend, a producer at Fox, shared that Human Resources gave Ms. M a large amount of money in
15 severance. Ms. Faraji wondered why Fox rewarded her bully with money.

16 56. Human Resources eventually apologized to Ms. Faraji, explaining they did not have
17 experience with mental health issues. Human Resources offered Ms. Faraji free therapy. Ms. Faraji
18 declined the free therapy but began to see an independent therapist once a week to discuss her life at
19 Fox. Ms. Faraji continues to see this same therapist today.

20 **K. Ms. Faraji believes she has cancer and conveys this to Mr. Bayless in an attempt to stop**
21 **his advances, only to have him offer \$1.5 million to have sex.**

22 57. Over the years, Mr. Bayless continued to make advances on Ms. Faraji (e.g., lingering
23 hugs, kisses on the cheek, and inappropriate comments that he could “change” her life if she acquiesced
24 to having sex). Ms. Faraji would always make excuses regarding her son, politely change the subject, or
25 make a joke—anything to keep Mr. Bayless appeased and her job safe.

26 58. In July 2021, Ms. Faraji developed issues with her left ovary and was advised it could be
27 cancer. With a fourth biopsy scheduled, she explained her situation to Mr. Bayless, hoping that he
28 would take pity on her and cease his advances. Instead, Mr. Bayless told her that he wanted to be with

1 her. Ms. Faraji panicked and began rambling that there were cameras everywhere, that she has a child,
2 and that she does not want him. Mr. Bayless then grabbed her hands, began kissing them, and offered
3 her \$1.5 million to have sex. Ms. Faraji made an excuse to leave.

4 59. Approximately one week later, Mr. Bayless made another advance at Ms. Faraji. Ms.
5 Faraji responded: "Skip, stop, you have a wife." Mr. Bayless responded: "Aren't you Muslim? Doesn't
6 your dad have three to four wives?" Ms. Faraji responded that her father was dead, and when Mr.
7 Bayless looked taken aback, she made an excuse to leave.

8 **L. Ms. Faraji's job is threatened because she does not sleep with Mr. Bayless.**

9 60. On April 12, 2022, Mr. Bayless texted Ms. Faraji: "I'm good today." The text meant that
10 he would not be coming in for hair or makeup.

11 61. On April 13, 2022, Mr. Bayless texted Ms. Faraji: "Not comfortable coming down there.
12 Just do what you need to do. It's ok." Ms. Faraji asked him what was wrong. He replied: "Same stuff.
13 Worse." Ms. Faraji, concerned about her own job, walked to Mr. Bayless's fitting room to see if
14 everything was okay. Mr. Bayless answered the door, and before Ms. Faraji could speak, he began to
15 angrily accuse Ms. Faraji of "f***ing" Mr. Sharpe. Ms. Faraji tried to explain that she did not have any
16 feelings towards Mr. Sharpe and had never slept with him or any other talent member or employee at
17 Fox, but before she could speak, Mr. Bayless demanded she come to his car after the show. Ms. Faraji
18 responded that she could not come sit in his car as it was inappropriate. Mr. Bayless grew irate and then
19 left.

20 62. On April 14, 2022, Mr. Bayless texted Ms. Faraji: "If you're distracted tomorrow I'll
21 wait till Monday. But I can't keep doing this." Ms. Faraji told him that she was very confused. Mr.
22 Bayless responded: "Trust me, I'm far more confused." Ms. Faraji then explained over text that she is
23 not sleeping with Mr. Sharpe. Mr. Bayless did not respond.

24 63. On April 15, 2022, Mr. Bayless texted Ms. Faraji: "Do you still want to do the haircut or
25 just move on?" Ms. Faraji responded that she doesn't want to move on from her job and that she will
26 continue doing his hair.

27 64. On April 16, 2022, Mr. Bayless called Ms. Faraji. Ms. Faraji did not answer the call
28 because she was scared. She then called him back 10 minutes later. On the call, Mr. Bayless again

1 angrily accused Ms. Faraji of “f***ing” Mr. Sharpe and said that he could tell from her body language
2 that she was “f***ing” him. Ms. Faraji tried to explain that she was kind to all talent and that included
3 laughing and engaging in conversation. Ms. Faraji then asked if he was yelling at her because she
4 refused to go to his car. Mr. Bayless answered that she shouldn’t talk to him like that. Ms. Faraji replied
5 that she could respond however she wanted. Mr. Bayless then angrily stated that he heard her talk to
6 Mr. Sharpe about her “vagina.” Ms. Faraji knew this to be untrue and was embarrassed and angry. Ms.
7 Faraji responded that even if she had been dating Mr. Sharpe, which she wasn’t, it shouldn’t matter at
8 all because she only had a professional relationship with Mr. Bayless.

9 65. On April 17, 2022, Ms. Faraji arrived in the makeup room (approximately 12 feet x 30
10 feet containing three makeup and hair sections), turned on a recording device, put it on the table, and
11 waited for Mr. Bayless to arrive. In the meantime, two of Ms. Faraji’s coworkers, who were privy to
12 Mr. Bayless’s actions, went into other talent members’ rooms (adjacent to the makeup room) to listen
13 in to the conversation. Mr. Bayless then arrived in the makeup room for Ms. Faraji to cut his hair in
14 accordance with his regular schedule. Mr. Bayless knew that the makeup room was always recorded,
15 and clearly states: “This room is bugged.” During their conversation, Mr. Bayless stated that he would
16 hate for her to lose her job, but she can’t be “doing a big thing with my archrival.” She responded by
17 reiterating that being polite to Mr. Sharpe is part of her job. Mr. Bayless responded: “Bulls***.
18 Bulls***. Bulls***. I am calling bulls*** on you.” Mr. Bayless then warned that he doesn’t want her to
19 lose her job over this. Ms. Faraji responded that she wasn’t going to lose her job because she is a great
20 hairdresser. Mr. Bayless responded: “I have love for you, and I have for six years, and you hurt me, and
21 you are ruining this.” Ms. Faraji again responded that she must be polite to all talent. Mr. Bayless then
22 implied that if he stopped requesting her, it would affect her job. Ms. Faraji responded that she is
23 scheduled to work every morning at 5:45 AM, and if he would like to get his hair done, he is welcome
24 to sit in her chair. Mr. Bayless continued to threaten her job. Ms. Faraji knew that he was trying to
25 pressure her into having sex with him, but she kept repeating that she was a professional that had to be
26 kind to all talent.

27 66. On April 21, 2022, Mr. Bayless asked if Ms. Faraji would come to his home to color his
28 hair—a side job that Ms. Faraji previously would partake in when Mr. Bayless’s wife was home. On

1 this occasion, with her therapist's help, she conveyed that she would no longer be going to his home.

2 67. The following week, Mr. Bayless arrived in the makeup room as if their conversations
3 never happened, but Ms. Faraji remained on edge. Ms. Faraji had worsening nightmares regarding the
4 incidents that took place with Mr. Bayless. Ms. Faraji's therapist started using Eye Movement
5 Desensitization and Reprocessing to talk through her interactions with Mr. Bayless.

6 **M. Ms. Faraji is targeted because of her ethnicity and disability.**

7 68. In October 2021, Ms. Faraji's friendship with Ms. Taylor ended. Ms. Taylor then began
8 insulting Ms. Faraji on a personal and professional level. In early June 2023, the treatment reached a
9 breaking point, as Ms. Taylor began openly mocking Ms. Faraji's English (e.g., exclaiming that she
10 could not understand Ms. Faraji's accent) and complaining about Ms. Faraji's humming—an
11 involuntary subconscious coping mechanism for her diagnosed PTSD. Ms. Taylor then began stating
12 that she needed a black hairstylist.

13 69. Ms. Faraji and her coworkers (who noticed the harsh interactions) hoped that Fox could
14 see through the facade as Ms. Faraji had been doing Ms. Taylor's hair for approximately seven years at
15 Ms. Taylor's own request without any complaint and had been working on textured hair for decades
16 (e.g., she was hired to do the hairstyles of over 10 black background dancers in Cee Lo Green's music
17 video "F*** You").

18 70. Ms. Faraji's June 1, 2023 diary entry states: "she's been acting like because I'm not
19 black I'm stupid, she keep[s] saying black girls['] hair should be done like this not how you do it, I've
20 been doing her hair for 7 years... she keep[s] making me fe[el] that my English is not good...she keeps
21 making comments like oh white girls are dum[b]."

22 71. On June 14, 2023, Ms. Faraji reported the incidents to Ms. Porretti. Ms. Faraji's June 14,
23 2023 diary entry states: "...by now it has been 7 days that the company knows about this racism and
24 discrimination towards me. I told my boss Gina. I told Cindy all about it."

25 72. On June 16, 2023, Ms. Porretti pulled Ms. Faraji into her office and asked if she wanted
26 to leave *Speak*. Ms. Faraji explained that she wanted to work. Ms. Porretti told Ms. Faraji that she
27 should just leave the room when Ms. Taylor was acting out. Ms. Faraji noticed that this was a pattern.
28 When Ms. M bullied Ms. Faraji, Human Resources told her to leave the room, and now when Ms.

1 Taylor bullied Ms. Faraji, Ms. Porretti again told her to leave the room. Ms. Faraji's June 16, 2023
2 diary entry states: "I'm very disappointed in how Fox operate[s] racism and bully[ing] instead of
3 get[ting] rid of [the] bully they want to get rid of [the] victim, wow."

4 73. On June 21, 2023, Ms. Porretti called Ms. Faraji into her office. Ms. Porretti explained
5 that while Ms. Faraji should still go in every morning and set-up for hair, Ms. Taylor no longer needed
6 her as a hairstylist. Ms. Porretti explained that Ms. Faraji was to work from 5:00 AM to 9:00 AM and
7 then go home. When Ms. Faraji asked about touch ups, Ms. Porretti stated that she had spoken to all
8 talent on the show, and no one needed touch ups. Ms. Faraji then asked if she did something wrong.
9 Ms. Porretti responded: "You remind me of my dog, and when I take my dog out, he barks at bigger
10 dogs. That's like you." Ms. Faraji left the room and cried. To call someone a dog is one of the most
11 offensive insults in the Persian culture.

12 74. Ms. Porretti then hired two new black hairstylists to work from 9:00 AM to 3:00 PM. As
13 Ms. Taylor is very picky with her hair, she did not like the work of the two new black hairstylists and
14 asked a coworker, who is a Latina woman, to do her hair 5 days a week. The coworker declined.

15 75. On July 4, 21, and 24, 2023, different talent members asked Ms. Faraji why she was no
16 longer providing touch ups on *Speak*. The third time they asked her, Ms. Faraji explained that because
17 talent had indicated that they do not need touch ups, she was no longer available for touch ups. The
18 talent members were shocked and said that they needed touch ups on *Speak*. As Ms. Faraji did not feel
19 it was professional to mention her conversation with Ms. Porretti, she explained that there must have
20 been a misunderstanding. Ms. Faraji informed Employee Relations.

21 76. Ms. Faraji became concerned for her job as this was a common tactic employed by Fox
22 when retaliating against a witness or target: Fox systematically reduces work schedules and ultimately
23 terminates employment by removing an individual from the schedule entirely, using fabricated business
24 necessities as a pretext.

25 N. **Ms. Faraji participates in an internal investigation, only to be singled out, taken off *Speak*,**
26 **and accused of having sex with Mr. Bayless.**

27 77. In mid-July 2023, Anna Druker ("Ms. Druker"), Fox Sport's vice president of Employee
28 Relations, asked Ms. Faraji for a meeting. At the meeting, Ms. Druker asked if Ms. Taylor was having a

1 sexual relationship with Mr. Acho. Ms. Faraji admitted that the two were in a sexual relationship. Ms.
2 Faraji shared this information because she didn't think it was a big deal (e.g., Ms. Taylor and Mr. Acho
3 had similar amounts of power at this time) and because she didn't think Ms. Taylor or Mr. Acho would
4 physically harm her for providing this information (e.g., Mr. Acho had always been respectful to Ms.
5 Faraji and never threatened or hurt her).

6 78. On July 31, 2023, Kelsey Doe ("Ms. Doe") of Employee Relations asked Ms. Faraji for
7 a meeting. At the meeting, Ms. Doe told Ms. Faraji that there had been complaints of her humming.
8 Ms. Faraji explained that her humming is an involuntary subconscious coping mechanism for her
9 diagnosed PTSD and that everyone at Fox knew she hummed. Ms. Faraji further explained that she has
10 been humming since she was a child, has been humming her entire tenure at Fox, her humming was
11 exacerbated in stressful situations, and although she hates it and wants it to stop, she does not even
12 realize when she is humming. Ms. Faraji further explained that if anyone was now complaining they
13 were only doing so to hurt and embarrass her.

14 79. Ms. Doe thanked Ms. Faraji for the information, abruptly changed the conversation, and
15 quickly asked whether she had made public comments regarding Mr. Dixon and Ms. Taylor having sex.
16 Ms. Faraji became very scared (as Mr. Dixon had previously assaulted her and Ms. Taylor had warned
17 her that he would fire her if she said anything) and responded that while everyone in the company knew
18 about their relationship, she did not have any information and did not want to comment about it. Ms.
19 Doe then tried to end the conversation and asked if Ms. Faraji had any questions. Ms. Faraji then began
20 crying, asking why such a swift investigation took place regarding her humming, but no one cared
21 about Ms. M threatening to kill her or others mocking her English. Ms. Faraji then explained that all
22 she wants is a safe normal work environment, but everyone mistreats her because there are no
23 consequences for them. While she focused on others mocking her English, she was thinking of her
24 interactions with Mr. Dixon and Mr. Bayless.

25 80. On August 3, 2023, Ms. Porretti told approximately eight of Ms. Faraji's coworkers to
26 not associate with Ms. Faraji as she had a pending case with Human Resources. Ms. Faraji was
27 confused as, from her perspective, she did not have a "pending case" with Human Resources;
28 Employee Relations had only called her in to answer questions regarding Ms. Taylor.

1 81. On August 9, 2023, Ms. Porretti told Ms. Faraji that her services were officially no
2 longer needed on *Speak*. Ms. Faraji’s diary entry for that day states that they are “only taking me off the
3 show because I reported joy...after I reported that they [took] me off the show, this must be illegal.”

4 82. On August 21, 2023, Kim Beauvais (“Ms. Beauvais”), Fox Sport’s Executive Vice
5 President of Human Resources and Business Operations, and Ms. Druker asked Mr. Bayless for a
6 meeting. When Mr. Bayless arrived, Ms. Beauvais and Ms. Druker told Mr. Bayless not to worry and
7 that his job was safe. The two then started interrogating him on whether he had a romantic relationship
8 with Ms. Faraji and whether she had offered him sex. When Mr. Bayless responded truthfully—that she
9 had never offered him sex—they again told him not to worry and that his job was safe, heavily
10 implying that they wanted him to say otherwise. This circular conversation took place for
11 approximately 20 minutes. Following the meeting, Mr. Dixon called Mr. Bayless and asked why he
12 didn’t just lie. Mr. Bayless responded that he cares about Ms. Faraji. Mr. Dixon responded: “Who
13 cares? I can get you a better-looking hairstylist.”

14 83. The investigation is indicative of the role of human resources and employee relations as
15 a protector of abusers and wrongdoers. Inexplicably, Fox has allowed human resources and employee
16 relations to be personally intermingled with other departments and high-level decisionmakers to their
17 own benefit. For example, Afeez Tijani (“Mr. Tijani”) was promoted from human resources to a
18 producer after he turned a blind eye to various allegations. Shortly after his promotion, Ms. Faraji
19 noticed that he was at Fox early in the morning. Ms. Faraji asked him why he was in so early and he
20 responded that he was now producing the show because “our great boss, Charlie Dixon, who has the
21 power to do it, has made me a producer.” Ms. Faraji asked, “That’s all you need, a powerful man? You
22 don’t need experience?” Mr. Tijani pompously responded, “Yes, that’s correct Noushin.”

23 **O. Ms. Faraji learns that Mr. Dixon wants her fired.**

24 84. In late-August 2023, Mr. Bayless learned that Mr. Sharpe and Ms. Faraji had never
25 been involved romantically. Subsequently, Mr. Bayless pulled Ms. Faraji aside for a conversation.
26 During this conversation, Mr. Bayless apologized for accusing her of having sex with Mr. Sharpe,
27 disclosed details regarding his August 21, 2023 meeting with Human Resources, and further disclosed
28 that Mr. Dixon wants Ms. Faraji fired because she knew too much and was talking. Mr. Bayless also

disclosed that he believed Mr. Dixon kept his wife on Fox's payroll to keep her silent about his affairs with Fox's employees. Mr. Bayless asked Ms. Faraji out to dinner to continue the conversation, but Ms. Faraji declined, stating that she cannot do anything that even gives an inference of a non-work relationship because she wants to keep her job.

85. On October 18, 2023, Mr. Bayless told Ms. Faraji that Mr. Dixon was continuing to push him to ask for a different hairstylist, but Mr. Bayless refused. Ms. Faraji's diary entry for that day states: "I feel desperate, I don't know how to save my job, Charlie is the big boss and im just a hairstylist with no power, Skip said that joy [is] telling Charlie to [get] rid of me, that's crazy."

86. On October 20, 2023, Mr. Bayless told Ms. Faraji that Mr. Dixon had threatened his job, because he continuously requested Ms. Faraji, stating that he would rather have another "pretty girl" on *Undisputed* over Mr. Bayless anyway.

87. On December 21, 2023, Mr. Bayless told Ms. Faraji that he still loved her and confided that Mr. Dixon was the one who had told him that Ms. Faraji was sleeping with Mr. Sharpe. Mr. Bayless then again tried to have sex with Ms. Faraji. Ms. Faraji's diary entry for that day states: "I said Skip I'm only interested in working with you and having friendship relationship with you and nothing else, he said you have no idea you are losing everything, I don't know what he means by that and I hope he doesn't take me off the show, it makes me sick to my stomach, and it's really hard for me to work like this, I hope god help[s] me because **Fox is supporting people like Charlie and Skip.**" (emphasis added).

P. Ms. Faraji lets it be known she will support a coworker.

88. On December 17, 2023, one of Ms. Faraji's coworkers was indefinitely taken off schedule after she took offense to bullying and racist comments made by a Fox NFL host.

89. Over the next few months, Ms. Faraji made it known amongst the department that, if needed, she would speak out on her coworker's behalf. Ms. Porretti responded: "If it's so hard for you here, why don't you quit?" Ms. Porretti also later commented: "I don't regret anything I did to [coworker] or [different coworker]." This was especially cruel as she knew one of the coworkers had tried to commit suicide.

90. Ms. Faraji reached out to Ms. Druker and asked if she should get an attorney. Ms.

1 Druker responded that she does not need an attorney.

2 **Q. Ms. Faraji is fired.**

3 91. On approximately June 24, 2024, a talent member disclosed to Ms. Faraji that
4 *Undisputed* was going to be cancelled, and that Mr. Bayless was going to be fired. Ms. Faraji grew
5 internally anxious that Mr. Dixon was trying to get her fired.

6 92. Later that week, on Monday, Ms. Faraji gave Mr. Bayless a haircut. During the haircut,
7 Mr. Bayless told her about a new opportunity he was expecting outside of Fox. Ms. Faraji asked if he
8 would still be coming back to *Undisputed*, and he replied “Of course.” Mr. Bayless then told Ms. Faraji
9 that he fantasizes about having sex with her and asked how much money it would take for her to have
10 sex with him. Ms. Faraji stated that she already refused \$1.5 million and that her answer wasn’t going
11 to change. Mr. Bayless replied, “The more you say no the more I want you.”

12 93. On August 2, 2024, *Undisputed* was cancelled, Mr. Bayless was fired, and Ms. Faraji
13 was taken off schedule. Ms. Porretti told Ms. Faraji that there was no longer a need for her. That same
14 day, Mr. Bayless asked Ms. Faraji to walk him to his car on his way out. Ms. Faraji felt that she had no
15 choice but to walk him to his car. Once at his car, they noticed Mr. Dixon in the parking lot looking at
16 them. Mr. Bayless told Ms. Faraji: “F*** Charlie. If you want to sue them, go for it. F*** them.
17 Charlie is not going to sleep tonight. He’s scared of what I’m going to tell you. F*** him.”

18 94. That same day, Ms. Faraji reached out to Fox, asked why she was taken off schedule,
19 and explained that although *Undisputed* had been cancelled, she had worked on *The Herd* (for over 5
20 years), *Speak* (for over 1 year), and talent continued to request her. Fox did not provide a substantive
21 response but said they would investigate the issue.

22 95. On August 5, 2024, Ms. Faraji was asked to give Mr. Silverman a haircut (in the same
23 manner she had been doing so for over the past 7 years). Ms. Faraji then reached out to Fox to ask what
24 she should do, as she did not want to let Mr. Silverman down. The next day, Fox again did not provide
25 a substantive response but said they are continuing to investigate the issue.

26 96. On August 8, 2024, after finishing their “investigation,” Fox was finally able to muster
27 the following pretextual reason for firing Ms. Faraji—they can only afford to have one hairdresser work
28 on all three shows (a new morning show, *Speak*, and *Undisputed*). Ms. Faraji’s fears actualized as she

1 realized that she had become the target: Fox systematically reduced her work schedule and ultimately
2 terminated her employment by removing her from the schedule entirely, using fabricated business
3 necessities as a pretext.

4 97. Guided by its attorneys, Fox then implemented the revised schedule, assigning a single
5 hairdresser to cover all three shows for approximately three months. Once Fox believed it had
6 sufficiently justified its actions from a legal standpoint, they reverted to their longstanding scheduling
7 arrangement, which included one hair and makeup professional in the morning and another set in the
8 afternoon—the same arrangement that had been in place for years during Ms. Faraji’s tenure. In
9 addition, Fox employed a barber to work exclusively on the new morning show.

10 **R. Ms. Faraji’s life after working with Defendants.**

11 98. For weeks after being terminated, Ms. Faraji remained conflicted as to her next steps.
12 She remained quiet about her experiences at Fox as she was fearful, believing that Mr. Dixon might
13 hire someone to kill her should she go public.

14 99. After many therapy sessions, Ms. Faraji has concluded that she never wants to work
15 with Mr. Bayless again, feels ashamed for working with him for so many years, and is able to better
16 control intrusive thoughts of Mr. Dixon hurting her again. In response to her feelings of shame,
17 embarrassment, and fear, her therapist told her that she had only been doing what she thought she
18 needed to do to survive.

19 100. At this point, Ms. Faraji seeks justice. She knows that Mr. Dixon used his position of
20 power to coerce women into having sex with him and used it as justification to grope Ms. Faraji. She
21 knows that Mr. Dixon did not immediately fire her (after Ms. Taylor and Ms. Faraji had a falling out)
22 only to appease Mr. Bayless by providing him with a plaything. Despite Ms. Faraji being an excellent
23 hairdresser and continuously being requested by talent, she was shrunken down to how much she could
24 appease Mr. Bayless, and once Mr. Bayless was gone, so was her job.

25 101. To date, talent continues to ask for Ms. Faraji at Fox, including Mr. Cowherd, who
26 posted a poll on the twitter page @TheHerd on December 18, 2024 asking if he should get a haircut,
27 with 63.2% responding that he should. Ms. Faraji also continues to be requested by and works for high-
28 profile clients who do not abuse her.

102. Following Ms. Faraji’s departure from Fox, Mr. Bayless began featuring his wife on his podcast. On information and belief, he changed the cellphone number he had maintained for many years, presumably in the hopes of removing and deleting incriminating messages, presumably after receiving notice of this impending lawsuit from Fox.

V. EXHAUSTION OF ADMINISTRATIVE REMEDIES

103. Ms. Faraji has exhausted her administrative remedies pursuant to the California Fair Employment and Housing Act (“FEHA”) for those causes of action in this Complaint for which exhaustion is required. She filed a timely administrative complaint with the California Department of Fair Employment and Housing (“DFEH”), DFEH Case No. 202501-27598703, regarding the issues raised by the FEHA causes of action in this Complaint and received a “right-to-sue” letter from the DFEH on January 3, 2025.

VI. CLASS ACTION ALLEGATIONS

104. Plaintiff brings forth this class action on behalf of herself and all others similarly situated pursuant to California Code of Civil Procedure section 382.

105. Plaintiff seeks to represent a class defined as follows: “All nonexempt hourly individuals who worked for Fox in California during the period commencing four years prior to the filing of this Complaint.” Plaintiff further seeks to represent the following subclasses composed of and defined as follows:

- a. Subclass 1: Minimum Wages Subclass. All Class Members who were not compensated for all hours worked at the applicable minimum wage.
- b. Subclass 2: Reimbursements Subclass. All Class Members who were not reimbursed for necessary business expenses.
- c. Subclass 3: Final Wages Subclass. All Class Members who, within the applicable limitations period, did not timely receive wages that were due and owed upon separation.
- d. Subclass 4: Wage Statements Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.
- e. Subclass 5: UCL Subclass. All Class Members who are owed restitution as a result of

1 Fox's unlawful, deceptive, and/or unfair business acts and/or practices.

2 106. Plaintiff reserves her right under California Rules of Court 3.765 to later amend, modify,
3 limit to particular issues, or divide the class and/or subclass descriptions.

4 107. **Numerosity.** Plaintiff is informed and believes that the members of the Class and
5 Subclasses are so numerous that joinder of all members is impractical. While the precise number of
6 members of the Class and Subclasses has not been determined at this time, Plaintiff is informed and
7 believes that there are more than 100 Class Members and more than 100 Subclass Members for each
8 subclass. The number of members of the Class and Subclasses will be readily identifiable and locatable
9 through Fox's own employment records.

10 108. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class and
11 Subclasses because she was a nonexempt hourly employee who was: (a) not paid for all hours worked,
12 (b) was not reimbursed for all necessary business expenses, (c) was not timely paid all wages that were
13 due and owed upon separation, and (d) was not provided with accurate itemized wage statements.
14 Plaintiff seeks recovery for the same damages that were suffered by other members of the Class and
15 Subclasses.

16 109. **Adequacy.** Plaintiff will fairly and adequately represent the interests of the Class and
17 Subclasses. Plaintiff has no conflict of interest with any member of the Class or Subclasses. Plaintiff
18 has retained competent and experienced counsel in complex class action litigation. Plaintiff and her
19 counsel are committed to vigorously prosecuting this action on behalf of the Class.

20 110. **Commonality.** Common questions of law and fact exist as to all members of the Class
21 and Subclasses and predominate over any questions solely affecting individual members of the Class
22 and Subclass. Among the questions of law and fact common to the Plaintiff and the Class and
23 Subclasses are the following:

- 24 a. Whether Fox failed to pay Class Members minimum wages for all hours worked.
- 25 b. Whether Fox failed to reimburse Class Members for necessary business expenses.
- 26 c. Whether Fox failed to timely pay Class Members wages that were due and owed upon
27 separation.
- 28 d. Whether Fox failed to provide Class Members accurate itemized wage statements.

- e. Whether Fox's violation of Labor Code section 226(a) was knowing and intentional.
- f. Whether Fox's violation of Labor Code section 226(a) caused injury.
- g. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code section 17200 *et seq.*
- h. The proper formula for calculating damages, interest, civil penalties, and restitution owed to members of the Class and Subclasses.

111. **Superiority of Class Action.** Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individual actions would entail. Furthermore, prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Fox. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Fox. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy.

FIRST CAUSE OF ACTION

(Failure To Pay Minimum Wages)

(Against Defendants Fox)

112. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth herein.

113. Ms. Faraji and Class Members should have been paid the minimum wage for every hour that they were subject to the control of their employer. "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Cal. Lab. Code § 1197. The "minimum wage standard applies to each hour worked by respondents for which they were not paid." *Armenta v. Osmose, Inc.* 135 Cal.App.4th 314, 324 (2005). Pursuant to section 4 of the applicable

1 Wage Orders, “Every employer shall pay to each employee not less than the applicable minimum
2 wage for all hours worked in the payroll period...”. Pursuant to section 2 of the applicable Wage
3 Orders, “hours worked” is defined as “the time during which an employee is subject to the control of an
4 employer, and includes all the time the employee is suffered or permitted to work, whether or not
5 required to do so.”

6 114. Based on information and belief, Fox failed to compensate Ms. Faraji and Class
7 Members for all hours worked because Fox required workers to complete off-the-clock work outside of
8 scheduled shifts. As one example, Fox required workers to review and/or answer work-related phone
9 calls and/or messages while off the clock, resulting in the underpayment of wages.

10 115. Based on information and belief, Fox failed to compensate Ms. Faraji and Class
11 Members for all hours worked because Fox did not provide reporting time pay in accordance with
12 California law. *See* § 5 of all applicable Wage Orders.

13 116. Based on information and belief, Fox failed to compensate Ms. Faraji and Class
14 Members for all hours worked because Fox failed to pay split shift premium wages. *See* Cal. Code
15 Regs. Tit. 8, § 11050 (“When an employee works a split shift, one (1) hour's pay at the minimum wage
16 shall be paid in addition to the minimum wage for that workday, except when the employee resides at
17 the place of employment.”).

18 117. Ms. Faraji and Class Members are now entitled to damages in an amount equal to the
19 wages withheld, additional damages in an amount equal to the wages withheld, civil penalties, interest,
20 and attorneys’ costs and fees. Cal. Lab. Code § 1194 (“[A]ny employee receiving less than the legal
21 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in
22 a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,
23 including interest thereon, reasonable attorneys’ fees, and costs of suit.”); Cal. Lab. Code § 1194.2
24 (“[I]n any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of
25 a wage less than the minimum wage fixed by an order of the commission or by statute, an employee
26 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
27 interest thereon...”; Cal. Lab. Code § 558 (a civil penalty of \$50 is imposed for the first violation per
28 underpaid employee per pay period, increasing to \$100 for each subsequent violation per underpaid

1 employee per pay period); Cal. Lab. Code § 1197.1 (a civil penalty of \$100 is imposed for the first
2 intentional violation per underpaid employee per pay period, increasing to \$250 for each subsequent
3 intentional violation per underpaid employee per pay period); *See* § 20 of all applicable Wage Orders (a
4 civil penalty of \$50 is imposed for the first violation per underpaid employee per pay period in addition
5 to the amount which is sufficient to recover unpaid wages, increasing to \$100 for each subsequent
6 violation per underpaid employee per pay period in addition to the amount which is sufficient to
7 recover unpaid wages); Cal. Lab. Code § 218.5 (“In any action brought for the nonpayment of wages,
8 fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable
9 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and
10 costs upon the initiation of the action.”).

11 **SECOND CAUSE OF ACTION**

12 **(Failure To Reimburse Business Expenses)**

13 **(Against Defendants Fox)**

14 118. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and
15 every paragraph of this Complaint as though fully set forth herein.

16 119. Ms. Faraji and Class Members should have been reimbursed for all business expenses.
17 Cal. Lab. Code § 2802 (“An employer shall indemnify his or her employee for all necessary
18 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
19 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
20 employee, at the time of obeying the directions, believed them to be unlawful.”); Cal. Lab. Code § 2804
21 (“Any contract or agreement, express or implied, made by any employee to waive the benefits of this
22 article or any part thereof, is null and void, and this article shall not deprive any employee or his
23 personal representative of any right or remedy to which he is entitled under the laws of this State.”).

24 120. Based on information and belief, Fox failed to reimburse Ms. Faraji and Class Members
25 for all business expenses because Fox required workers to review and/or answer work-related phone
26 calls and/or messages without reimbursing them for their phone bills.

27 121. Based on information and belief, Fox failed to reimburse Ms. Faraji and Class Members
28 for all business expenses because Fox required workers to use their cellphones to use Fox applications

1 without reimbursing them for their phone bills.

2 122. Ms. Faraji and Class Members are now entitled to damages in an amount equal to the
3 reimbursement withheld, interest, and attorneys' costs and fees. *See* Cal. Lab. Code § 2802(b)-(c).

4 **THIRD CAUSE OF ACTION**

5 **(Failure To Pay All Wages Upon Separation)**

6 **(Against Defendants Fox)**

7 123. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and
8 every paragraph of this Complaint as though fully set forth herein.

9 124. Ms. Faraji and Class Members should have received all earned and unpaid wages at the
10 time of discharge, within 72 hours if they quit without notice, or immediately upon separation if they
11 provided 72 hours' notice. Cal. Lab. Code § 201 ("If an employer discharges an employee, the wages
12 earned and unpaid at the time of discharge are due and payable immediately."); Cal. Lab. Code § 202
13 ("If an employee not having a written contract for a definite period quits his or her employment, his or
14 her wages shall become due and payable not later than 72 hours thereafter, unless the employee has
15 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to
16 his or her wages at the time of quitting.").

17 125. Based on information and belief, Fox failed to timely pay Ms. Faraji and Class Members
18 all wages that were due and owed upon separation because Fox systematically terminated workers by
19 removing them from the schedule entirely, using fabricated business necessities as a pretext, without
20 providing workers with their final paycheck.

21 126. Based on information and belief, Fox failed to timely pay Ms. Faraji and Class Members
22 all wages that were due and owing upon separation as final payments were devoid of, including not
23 limited to, all owed minimum wages, and/or reimbursements at the properly accrued rates.

24 127. Ms. Faraji and Class Members are now entitled to a penalty equal to their daily wages
25 from the date payment was due to present not to exceed thirty (30) days and attorneys' costs and fees.
26 Cal. Lab. Code § 203 ("the wages of the employee shall continue as a penalty from the due date thereof
27 at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for
28 more than 30 days"); Cal. Lab. Code § 218.5 ("In any action brought for the nonpayment of wages,

1 fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable
2 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and
3 costs upon the initiation of the action.”).

4 **FOURTH CAUSE OF ACTION**

5 **(Failure to Furnish Accurate Itemized Wage Statements)**

6 **(Against Defendants Fox)**

7 128. Ms. Faraji realleges and incorporates each and every paragraph of this Complaint as
8 though fully set forth herein.

9 129. Ms. Faraji and Class Members should have received accurate itemized wage statements.
10 Cal. Lab. Code § 226(a) (California law requires every employer semi-monthly or at the time of each
11 payment of wages to furnish each of his or her employees with an accurate itemized wage statement in
12 writing that contains the following: (1) gross wages earned, (2) total hours worked by the employee, (3)
13 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
14 rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the
15 employee is paid, (7) the name of the employee and only the last four digits of his or her social security
16 number or an employee identification number other than a social security number, (8) the name and
17 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
18 pay period and the corresponding number of hours worked at each hourly rate by the employee.).

19 130. Based on information and belief, Fox failed to provide Ms. Faraji and Class Members
20 accurate itemized wage statements because Fox failed to correctly set forth (a) the gross wages earned,
21 in violation of Labor Code section 226(a)(1), (b) the total hours worked by the employee in violation of
22 Labor Code section 226(a)(2), and (c) the net wages earned, in violation of Labor Code section
23 226(a)(5), in part due to the wage-and-hour violations detailed herein.

24 131. Based on information and belief, Fox’s failure to provide Ms. Faraji and Class Members
25 with accurate itemized wage statements caused injury. Cal. Lab. Code § 226(e) (an employee is deemed
26 to be injured if the employer either fails to provide any wage statement or if it provides a wage
27 statement that fails to provide “accurate and complete information”).

28 132. Based on information and belief, Fox’s failure to provide Ms. Faraji and Class Members

1 with accurate itemized wage statements was knowing and intentional. *See, e.g., Naranjo v. Spectrum*
2 *Sec. Servs., Inc.*, 15 Cal. 5th 1056 (2024) (Defendants did not have a reasonable, good faith basis for
3 failing to provide accurate itemized wage statements).

4 133. Ms. Faraji and Class Members are now entitled to recover the greater of all actual
5 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
6 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate
7 penalty of four thousand dollars (\$4,000). Cal. Lab. Code § 226(e).

8 **FIFTH CAUSE OF ACTION**

9 **(Unfair, Unlawful, Or Fraudulent Business Practices)**

10 **(Against Defendants Fox)**

11 134. Ms. Faraji realleges and incorporates, on behalf of herself and Class Members, each and
12 every paragraph of this Complaint as though fully set forth herein.

13 135. Ms. Faraji and Class Members should have applicable statutes of limitations extended to
14 four years for claims seeking restitution, including claims for unpaid minimum wages, and
15 reimbursement for business expenses. Business & Professions Code §§ 17200 *et seq.*; Cal. Lab. Code §
16 90.5(a) (“It is the policy of this state to vigorously enforce minimum labor standards in order to ensure
17 employees are not required or permitted to work under substandard unlawful conditions or for
18 employers that have not secured the payment of compensation, and to protect employers who comply
19 with the law from those who attempt to gain a competitive advantage at the expense of their workers by
20 failing to comply with minimum labor standards.”).

21 136. Based on information and belief, beginning at least four years prior to the filing of this
22 Complaint, Fox committed, and continue to commit, acts of unfair competition by wrongfully denying
23 Ms. Faraji and Class Members all minimum wages, and reimbursement for business expenses.

24 137. Ms. Faraji and Class Members are now entitled to recover restitution, including all
25 amounts wrongfully obtained by Fox through unfair competition for the past four years.

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1 **SIXTH CAUSE OF ACTION**

2 **(PAGA)**

3 **(Against Defendants Fox)**

4 138. Ms. Faraji realleges and incorporates, on behalf of herself and Aggrieved Employees,
5 each and every paragraph of this Complaint as though fully set forth herein.

6 139. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
7 Section 2699.3. On January 9, 2025, Plaintiff gave notice to the LWDA by online submission and
8 written notice to Defendants by certified mail of the specific provisions of the Labor Code alleged to
9 have been violated, including the facts and theories to support the alleged violations. As of the date of
10 this Second Amended Complaint, more than sixty-five (65) days after serving the LWDA with notice
11 of Defendants' violations, the LWDA has not provided any notice of its intent to investigate the
12 Defendants' alleged violations as mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly,
13 pursuant to Labor Code Section 2699.3(a)(2)(A), Plaintiff may commence and is authorized to pursue
14 this cause of action.

15 140. As set forth in detail under "Factual Allegations," Defendants violated numerous
16 provisions of the California Labor Code.

17 141. Under Labor Code § 2699(f)(2), for all provisions of the code except those for which a
18 civil penalty is specifically provided, the civil penalty is one hundred dollars (\$100) for each aggrieved
19 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
20 employee per pay period for each subsequent violation if either of the following are met: (i) Within the
21 five years preceding the alleged violation, the agency or any court issued a finding or determination to
22 the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court
23 determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or
24 oppressive.

25 142. Under Labor Code § 226.3, for an employer who violates section 226(a), the civil
26 penalty is two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
27 thousand dollars (\$1,000) per employee for each violation in a subsequent citation as the employee
28 could not promptly and easily determine from the wage statement alone the accurate information

1 specified by subdivision (a) of Section 226.

2 143. Certain penalties may also be stacked. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV
3 12-02972 MMM (JCGx) 2012 U.S. Dist. LEXIS 86975, at *59, fn. 77 (C.D. Cal. June 22, 2012)
4 (holding that although the plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be
5 ‘stacked,’ i.e., multiple PAGA penalties can be assessed for the same pay period for different Labor
6 Code violations.”); Labor Code § 2699(i) (precluding stacking only for penalties purely derivative of a
7 separate labor code violation).

8 144. Plaintiff, on behalf of herself and all Aggrieved Employees, seeks civil penalties under
9 PAGA as well as attorneys’ fees and costs. These civil penalties will be allocated 65% to the Labor
10 Workforce Development Agency and 35% to the affected employees.

11 **SEVENTH CAUSE OF ACTION**

12 **(Sexual Battery)**

13 **(Against Defendants Fox, Mr. Dixon, and Mr. Bayless)**

14 145. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as
15 though fully set forth herein.

16 146. Sexual battery is a statutory tort. The statute provides in relevant part that “[a] person
17 commits sexual battery” if he or she “[a]cts with the intent to cause a harmful or offensive contact with
18 an intimate part of another, and sexually offensive contact with that person directly or indirectly
19 results.” Cal. Civ. Code § 1708.5(a). The statute defines “intimate part” as “the sexual organ, anus,
20 groin, or buttocks of any person, or the breast of a female.” Cal. Civ. Code § 1708.5(d)(1). The term
21 “offensive contact” means “contact that offends a reasonable sense of personal dignity.” Cal. Civ. Code
22 § 1708.5(d)(2). Here, as discussed supra, Ms. Faraji was subject to offensive contact by Mr. Dixon and
23 Mr. Bayless.

24 147. Fox is liable under a respondeat superior theory because it employed Mr. Dixon and Mr.
25 Bayless, required its employees appease talent, and when its employees are disliked by talent, they are
26 fired. “The rule of respondeat superior is familiar and simply stated: an employer is vicariously liable
27 for the torts of its employees committed within the scope of the employment.” *Hartline v. Kaiser*
28 *Found Hosps.*, 132 Cal. App. 4th 458, 465 (2005) (quotations and citations omitted). Furthermore, the

1 “modern justification for respondeat superior is a deliberate policy allocation of risk ... [t]hat is, an
2 employer’s liability extends beyond his actual or possible control over the employees to include risks
3 inherent in or created by the enterprise ... [a] risk is inherent in or created by an enterprise when in the
4 context of the particular enterprise an employee’s conduct is not so unusual or startling that it would
5 seem unfair to include the loss resulting from it among other costs of the employer’s business.” *Id.* at
6 469.

7 148. On January 14, 2017, Mr. Dixon placed his arm on Ms. Faraji’s lower back. He asked
8 how she was doing, if she was having fun, and if she wanted a tequila shot. Ms. Faraji felt very
9 uncomfortable by his unsolicited touching and responded: “No, thank you.” Mr. Dixon then moved his
10 hand lower and started rubbing her body and grabbing her buttocks.

11 149. Beginning in approximately Summer 2017, presumably encouraged by Mr. Dixon’s
12 behavior, which received no consequences, Mr. Bayless began giving Ms. Faraji lingering hugs after
13 each haircut, putting his body against her own, and pressing against her breasts. He then began to kiss
14 her on her cheeks. Ms. Faraji was uncomfortable by the physical contact and would make excuses to
15 leave right after the haircut (e.g., “I need to pick up my son from school.”). *See, e.g., Andrade v. Arby’s*
16 *Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1130 (N.D. Cal. 2016) (“forcibly grabbing [plaintiff]’s stomach
17 and kissing her neck constitutes sexually offensive contact”).

18 150. As a direct, foreseeable, and proximate result of Defendants’ unlawful actions, as
19 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other
20 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to
21 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be
22 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,
23 emotional damages, and attorneys’ fees and costs. In addition, as Defendants’ actions were not merely
24 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.
25 Faraji’s rights and safety, she is also entitled to punitive damages. Cal. Civ. Code § 1708.5(b)-(c).

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1 **EIGHTH CAUSE OF ACTION**

2 **(Hostile Work Environment (Sex/Gender))**

3 **(Against Defendants Fox, Mr. Dixon, and Mr. Bayless)**

4 151. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as
5 though fully set forth herein.

6 152. The FEHA prohibits harassment and discrimination on the basis of sex. Gov. Code §
7 12940(j). Under Title VII, a hostile work environment sexual harassment claim requires a plaintiff
8 employee to show she was subjected to sexual advances, conduct, or comments that were (1)
9 unwelcome, (2) because of sex, and (3) sufficiently severe or pervasive to alter the conditions of her
10 employment and create an abusive work environment. *Meritor Savings Bank v. Vinson*, 477 U.S. 57
11 (1986). In addition, she must (4) establish the offending conduct was imputable to her employer. *Id.* at
12 67. California courts have adopted the same standard for hostile work environment sexual harassment
13 claims under FEHA. *See, e.g., Fisher v. San Pedro Peninsula Hospital*, 214 Cal. App. 3d 590, 608
14 (1989).

15 153. Ms. Faraji was subject to unwelcome sexual advances, conduct, and/or comments by
16 Mr. Dixon, Mr. Bayless, and Mr. Diaz. The unwelcome behavior was based on her sex and were
17 sufficiently severe (e.g., groping, lingering hugs, kisses, comments about her body, requests for sex in
18 exchange for money, threatening her job when she failed to acquiesce) and/or pervasive (e.g.,
19 happening nearly every week for over seven years) to alter the conditions of her employment and create
20 an abusive work environment.

21 154. Fox is strictly liable for her supervisors' actions. *State Dep't of Health Servs. v. Superior*
22 *Ct.*, 31 Cal. 4th 1026, 1041 (2003) ("FEHA makes the employer strictly liable for harassment by a
23 supervisor."). Fox is also liable for her coworkers' actions which were well known and ignored. *Id.*
24 ("The employer is liable for harassment by a nonsupervisory employee only if the employer (a) knew
25 or should have known of the harassing conduct and (b) failed to take immediate and appropriate
26 corrective action."). Furthermore, an employee who engages in harassing conduct against another
27 employee is personally liable for that harassment. Gov. Code § 12940(j)(3).

28 As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as described above, Ms.

Faraji has suffered, and continues to suffer, losses in earnings, losses in other employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages, emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely negligent and instead were egregious, stemming from malice or with reckless indifference to Ms. Faraji's rights and safety, she is also entitled to punitive damages.

NINTH CAUSE OF ACTION

(Hostile Work Environment (Race/National Origin))

(Against Defendants Fox, Mr. Bayless, and Ms. Taylor)

155. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as though fully set forth herein.

156. The FEHA prohibits harassment and discrimination on the basis of race and national origin. Gov. Code § 12940(j). To establish a cause of action for a racially hostile work environment, a plaintiff must show that: (1) she was a member of a protected class; (2) she was subjected to unwelcome harassment; (3) the harassment was based on her being a member of a protected class; (4) the harassment unreasonably interfered with her work performance by creating an intimidating, hostile, or offensive work environment; and (5) the company is responsible. *See, e.g., Thompson v. City of Monrovia*, 186 Cal. App. 4th 860, 876 (2010).

157. Ms. Faraji is a member of a protected class based on her race and national origin (Iranian) and was subjected to unwelcome harassment based on her race and/or national origin. The harassment unreasonably interfered with her work performance by creating an intimidating, hostile, and offensive work environment as: (i) Mr. Bayless and others offensively stereotyped her based on her race and/or national origin, (ii) Ms. M swore and threw things at her based on her race and/or national origin, (iii) Ms. Taylor and others consistently ridiculed Ms. Faraji's English proficiency based on her race and/or national origin; and (iv) Ms. Taylor and others questioned her job performance based on her race and/or national origin, using that as an excuse to take her off shows.

158. Fox is strictly liable for her supervisors' actions. *State Dep't of Health Servs. v. Superior*

1 Ct., 31 Cal. 4th 1026, 1041 (2003) (“FEHA makes the employer strictly liable for harassment by a
2 supervisor.”). Fox is also liable for her coworkers’ actions which were well known and ignored. *Id.*
3 (“The employer is liable for harassment by a nonsupervisory employee only if the employer (a) knew
4 or should have known of the harassing conduct and (b) failed to take immediate and appropriate
5 corrective action.”). Furthermore, an employee who engages in harassing conduct against another
6 employee is personally liable for that harassment. Gov. Code § 12940(j)(3).

7 159. As a direct, foreseeable, and proximate result of Defendants’ unlawful actions, as
8 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other
9 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to
10 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be
11 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,
12 emotional damages, and attorneys’ fees and costs. In addition, as Defendants’ actions were not merely
13 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.
14 Faraji’s rights and safety, she is also entitled to punitive damages.

15 **TENTH CAUSE OF ACTION**

16 **(Hostile Work Environment (Disability))**

17 **(Against Defendants Fox and Ms. Taylor)**

18 160. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as
19 though fully set forth herein.

20 161. The FEHA prohibits harassment and discrimination on the basis of disability. Gov. Code
21 § 12940(j). A mental disability includes “any mental or psychological disorder or condition, such as
22 intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning
23 disabilities, that limits a major life activity.” Gov. Code § 12926(j). To establish a cause of action for
24 disability harassment, a plaintiff must prove “the harassment was either severe or pervasive.” *Caldera*
25 *v. Dep’t of Corr. & Rehab.*, 25 Cal. App. 5th 31, 34 (2018) (affirming a jury verdict for \$500,000 in
26 noneconomic damages where plaintiff’s stutter was mocked or mimicked at least one dozen times over
27 a period of about two years).

28 162. Ms. Faraji has diagnosed PTSD and was subject to severe and pervasive harassment

1 because of her disability. Specifically, after many years of working together without incident, in June
2 2023, Ms. Taylor began complaining about Ms. Faraji’s humming—an involuntary subconscious
3 coping mechanism for her diagnosed PTSD. In July 2023, Ms. Doe of Employee Relations asked Ms.
4 Faraji for a meeting. At the meeting, Ms. Doe told Ms. Faraji that there had been complaints of her
5 humming. Ms. Faraji explained that her humming is an involuntary subconscious coping mechanism
6 for her diagnosed PTSD and that everyone at Fox knew she hummed. Ms. Faraji further explained that
7 she has been humming since she was a child, has been humming her entire tenure at Fox, her humming
8 was exacerbated in stressful situations, and although she hates it and wants it to stop, she does not even
9 realize when she is humming. Ms. Faraji further explained that if anyone was now complaining they
10 were only doing so to hurt and embarrass her. Soon after this meeting, in August 2023, Ms. Porretti told
11 Ms. Faraji that her services were officially no longer needed on *Speak*.

12 163. Fox is strictly liable for her supervisors’ actions. *State Dep’t of Health Servs. v. Superior*
13 *Ct.*, 31 Cal. 4th 1026, 1041 (2003) (“FEHA makes the employer strictly liable for harassment by a
14 supervisor.”). Fox is also liable for her coworkers’ actions which were well known and ignored. *Id.*
15 (“The employer is liable for harassment by a nonsupervisory employee only if the employer (a) knew
16 or should have known of the harassing conduct and (b) failed to take immediate and appropriate
17 corrective action.”). Furthermore, an employee who engages in harassing conduct against another
18 employee is personally liable for that harassment. Gov. Code § 12940(j)(3).

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

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1 **ELEVENTH CAUSE OF ACTION**

2 **(Failure To Prevent Harassment)**

3 **(Against Defendants Fox)**

4 165. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as
5 though fully set forth herein.

6 166. Under the FEHA, an employer is obligated “to take all reasonable steps necessary to
7 prevent discrimination and harassment from occurring.” Gov. Code § 12940(k). To establish a claim
8 under this action, an employee must show three elements: (1) the employee was subjected to
9 harassment; (2) the employer failed to take all reasonable steps to prevent harassment; and (3) this
10 failure caused the employee to suffer injury, damage, loss, or harm. *Caldera v. Dep't of Corr. &*
11 *Rehab.*, 25 Cal. App. 5th 31, 34 (2018).

12 167. Ms. Faraji was subject to sex, race, and disability harassment as discussed herein.

13 168. Fox failed to take reasonable steps to prevent harassment: Fox failed to investigate Mr.
14 Horowitz’s good friends Mr. Dixon and Mr. Bayless after Mr. Horowitz was fired amidst allegations
15 that he sexually harassed numerous women subordinates; Fox failed to investigate Mr. Dixon after a
16 talk show host reported Mr. Dixon was sleeping with talent; Fox failed to investigate Mr. Dixon
17 although Employee Relations was privy to his sexual relationship with talent; Fox failed to speak with
18 Ms. Faraji after questioning Mr. Bayless about whether or not Ms. Faraji had offered him sex; Fox
19 failed to stop Ms. M from harassing Ms. Faraji; Fox failed to stop Mr. Diaz after becoming aware of his
20 propensity for misconduct; and Fox failed to stop Ms. Taylor from harassing Ms. Faraji. Fox’s failure
21 to prevent harassment perpetuated a misogynistic, racist, and ableist workplace where executives and
22 talent were allowed to physically and verbally abuse workers with impunity. Furthermore, on
23 information and belief, Fox has entered into several nondisclosure agreements with former employees
24 and talent prohibiting the employees and talent from disclosing the actions of Mr. Dixon and other
25 wrongdoers.

26 169. As a direct, foreseeable, and proximate result of Defendants’ unlawful actions, as
27 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other
28 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to

1 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be
2 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,
3 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely
4 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.
5 Faraji's rights and safety, she is also entitled to punitive damages.

6 **TWELFTH CAUSE OF ACTION**

7 **(Negligent Supervision, Hiring, And Retention)**

8 **(Against Defendants Fox)**

9 170. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as
10 though fully set forth herein.

11 171. California courts have long recognized "the theory that an employer can be liable to a
12 third person for negligently hiring, supervising, or retaining an unfit employee." *Doe v. Cap. Cities*, 50
13 Cal. App. 4th 1038, 1054 (1996). Negligence liability will be imposed on an employer if it "knew or
14 should have known that hiring the employee created a particular risk or hazard and that particular harm
15 materializes." *Phillips v. TLC Plumbing, Inc.*, 172 Cal. App. 4th 1133, 1139 (2009). To establish
16 negligent supervision, a plaintiff must show that a person in a supervisory position over the actor had
17 prior knowledge of the actor's propensity to do the bad act. *Z.V. v. Cnty. of Riverside*, 238 Cal. App. 4th
18 889, 902 (2015).

19 172. As Fox knew or should have known of Mr. Dixon's willingness and propensity to use
20 his position to sexually harass women, Fox is liable for the materialization of that particular harm.

21 173. As Fox knew or should have known of Mr. Bayless's willingness and propensity to use
22 his position to sexually harass women, Fox is liable for the materialization of that particular harm.

23 174. As Fox knew or should have known of Mr. Diaz's willingness and propensity to
24 sexually harass women, Fox is liable for the materialization of that particular harm.

25 175. As Fox knew or should have known of Ms. Porretti's propensity for bullying and
26 threatening employees, Fox is liable for the materialization of that particular harm.

27 176. As Fox knew or should have known of Ms. M's propensity for bullying and threatening
28 employees, Fox is liable for the materialization of that particular harm.

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

THIRTEENTH CAUSE OF ACTION

(Retaliation)

(Against Defendants Fox)

178. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as though fully set forth herein.

179. The FEHA prohibits an employer from discharging, expelling, or otherwise discriminating against any person because the person has opposed any practices forbidden under the FEHA. Gov. Code § 12940(h). To plead and prove a claim for retaliation, a plaintiff must establish: “(1) he or she engaged in a ‘protected activity,’ (2) the employer subjected the employee to an adverse employment action, and (3) a causal link existed between the protected activity and the employer’s action.” *Meeks v. Autozone, Inc.*, 24 Cal. App. 5th 855, 878–79 (2018).

180. Ms. Faraji engaged in protected activity and immediately experienced an adverse employment action on many occasions: (i) she took medical leave only to have her supervisor cut her hours; (ii) she reported a coworker for screaming, 'F*** you! You Persian b*****!', exhibiting erratic behavior, and throwing items at her, only to be instructed to leave the workplace herself during the coworker's outbursts; (iii) she reported Ms. Taylor’s targeting of her based on her race and/or national origin (Iranian) and disability (PTSD) only to be removed from *Speak*; (iv) she confirmed the sexual relationship between Ms. Taylor and Mr. Acho and between Ms. Taylor and Mr. Dixon only to become subject to a contrived firing; (v) she spoke out on behalf of a coworker’s termination only to be shortly fired thereafter. In each case, the temporal proximity between the protected activity and Fox’s response

1 creates an inference that the protected activity was connected to the adverse employment action. In
2 each case, the temporal proximity between the protected activity and Fox's response creates an
3 inference that the protected activity was connected to the adverse employment action. *See Scotch v. Art*
4 *Inst. of California*, 173 Cal. App. 4th 986, 1020 (2009) ("Close proximity in time of an adverse action
5 to an employee's resistance or opposition to unlawful conduct is often strong evidence of a retaliatory
6 motive.").

7 181. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as
8 described above, Ms. Faraji has suffered, and continues to suffer, losses in earnings, losses in other
9 employment benefits, losses in other financial aspects. Furthermore, she has suffered, and continues to
10 suffer, emotional distress, shame, embarrassment, and fear, all to her damage, in an amount to be
11 proven at the time of trial. As such, she is entitled to equitable damages, compensatory damages,
12 emotional damages, and attorneys' fees and costs. In addition, as Defendants' actions were not merely
13 negligent and instead were egregious, stemming from malice or with reckless indifference to Ms.
14 Faraji's rights and safety, she is also entitled to punitive damages.

15 **FOURTEENTH CAUSE OF ACTION**

16 **(Wrongful Termination in Violation of Public Policy)**

17 **(Against Defendants Fox)**

18 182. Ms. Faraji re-alleges and incorporates each and every paragraph of this Complaint as
19 though fully set forth herein.

20 183. To establish a cause of action for wrongful termination in violation of public policy, a
21 plaintiff must show: (1) an employer-employee relationship, (2) the employer terminated the plaintiff's
22 employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the
23 discharge caused the plaintiff harm. *Nosal-Tabor v. Sharp Chula Vista Med. Ctr.*, 239 Cal. App. 4th
24 1224, 1234–35 (2015).

25 184. Fox's termination of Ms. Faraji's employment was substantially motivated by a
26 violation of public policy embodied in codes, statutes, and regulations of the State of California.
27 As a direct, foreseeable, and proximate result of Defendants' unlawful actions, as described above, Ms.
28 Faraji has suffered, and continues to suffer, losses in earnings, losses in other employment benefits,

1 losses in other financial aspects. Furthermore, she has suffered, and continues to suffer, emotional
2 distress, shame, embarrassment, and fear, all to her damage, in an amount to be proven at the time of
3 trial. As such, she is entitled to equitable damages, compensatory damages, emotional damages, and
4 attorneys' fees and costs. In addition, as Defendants' actions were not merely negligent and instead
5 were egregious, stemming from malice or with reckless indifference to Ms. Faraji's rights and safety,
6 she is also entitled to punitive damages.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class, Subclasses, and
9 Aggrieved Employees prays for judgment against Fox as follows:

10 A. For notice to all nonexempt hourly individuals who worked for Fox in California during
11 the period commencing four years prior to the filing of this Complaint.

12 B. For an order certifying this action as a class action.

13 C. For compensatory damages in an amount according to proof.

14 D. For liquidated damages in an amount according to proof.

15 E. For restitution, including disgorgement or profits according to proof.

16 F. For all applicable statutory and civil penalties.

17 G. For all recoverable pre- and post- judgment interest.

18 H. For all reasonable attorneys' fees and costs of suit, including expert fees, to the extent
19 permitted by law, including (without limitation) under California Labor Code sections 218.5, 226,
20 1194, 2802, and Code of Civil Procedure section 1021.5.

21 I. For an injunction and order permanently restraining Fox from engaging in the unlawful
22 wage-and-hour business practices complained of herein.

23 J. For such other and further relief as the Court deems appropriate and just.

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

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

26 B. For emotional distress damages.

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

28 D. For injunctive relief, including but not limited to directing Fox to take immediate and

1 effective measures to prevent any current or future harassment or retaliation against its workers by Mr.
2 Dixon, Ms. Taylor, Mr. Diaz, and Ms. Porretti. This should include, at a minimum, terminating the
3 responsible individuals and conducting more private and comprehensive internal investigations.

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

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

7 **DEMAND FOR JURY TRIAL**

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

9
10 Respectfully submitted,

11 DATED: July 7, 2025

AYAZI ABNEY APC

12
13 By:



14 Rana Ayazi

15 *Attorney for Plaintiff Noushin Faraji, individually,*
16 *and on behalf of others similarly situated.*
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is: 1801 Century Park East, Suite 2400, Los Angeles, CA 90067. On the date stated below, I served the **SECOND AMENDED COMPLAINT** on all interested parties addressed as follows:

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- 8 ☐ **[BY PERSONAL SERVICE]** By causing the document(s) listed above to be personally
9 delivered to the person(s) at the address(es) set forth above.
- 10 ☐ **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon
11 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above.
12 I am readily familiar with the firm's practice of collection and processing correspondence for
13 mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same
14 day with postage thereon fully prepaid in the ordinary course of business.
- 15 ☒ **[BY E-MAIL]** By transmitting via electronic mail to the party(s) identified on the service list
16 using the email address(es) set forth above. This method of service was made pursuant to the
17 agreement of counsel.
- 18 ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the
19 above is true and correct.
- 20 ☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at
21 whose direction the service was made.

22 Executed on July 7, 2025 at Los Angeles, California.

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Rana Ayazi