

Peggy A. Farrell, Attorney at Law (SBN 210853)
LAW OFFICE OF PEGGY A. FARRELL ^{APC}
Email: Peggy@PAFLawOffice.com
2658 Griffith Park Blvd., #114
Los Angeles, CA 90039
Ph: (747) 229-1782

Attorneys for Plaintiff BECKY VU, an individual

**SUPERIOR COURT OF CALIFORNIA FOR THE
COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

BECKY VU, an individual,

Plaintiff,

vs.

BUZZFEED INC., a Delaware
corporation; LINDSAY WEBSTER, an
individual; and DOES 1-100, inclusive,

Defendant.

CASE NO. 25STCV01425

COMPLAINT FOR DAMAGES

1. Discrimination Based on Race/Color, National Origin and Association with a Protected Class in Violation of Cal. Gov't Code § 12940(a)
2. Retaliation for Refusal Opposing Unlawful Discrimination in Violation of Cal. Gov't Code § 12940(h)
3. Failure to Prevent Discrimination and Harassment from Occurring in Violation of Cal. Gov't Code § 12940(k)
4. Retaliation for Exercise of Rights Under the Labor Code in Violation of the Cal. Labor Code § 98.6
5. Retaliation for Making Complaints about Working Conditions in Violation of Labor Code § 232.5(c)
6. Unlawful Adoption and Enforcement of Policy Preventing an Employee from Disclosing Violations of Law in Violation of Cal. Labor Code § 1102.5(a) and 232.5(a)

7. Retaliation for Disclosing Information Reasonably Believed to Constitute a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(b)
8. Retaliation for Refusal to Participate in Conduct Reasonably Believed to Constitute a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(c)
9. Contract in Violation of Public Policy in Violation of Cal. Civ. Code § 1668
10. Unfair Business Practices in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
11. Penalties Pursuant to the Private Attorney's General Act of 2004 ("PAGA") [Cal. Labor Code § 2699, *et seq.*]
12. Wrongful Constructive Termination in Violation of Public Policy
13. Intentional Infliction of Emotional Distress

DEMAND FOR JURY TRIAL

Plaintiff BECKY VU, an individual, on information and belief, makes the following allegations to support her unverified Complaint.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendant because they are residents of and/or are doing business in the State of California.

2. Venue is proper in this county in accordance with Section 395(a) of the California Code of Civil Procedure because the Defendant, or some of them, reside in the County of Los Angeles. Venue is further and/or alternatively proper in the County of Los Angeles pursuant to Cal. Gov't Code § 12965(b) because the alleged wrongs occurred, and it is the county where Plaintiff would have worked but for the alleged unlawful practices of Defendant.

NATURE OF ACTION

3. This action arises out of, *inter alia*, Defendant's violations of the Fair Employment & Housing Act ("FEHA") (Cal. Gov't Code §§ 12920 and 12940, *et seq.*), violations of the California Labor Code, California Civil Code and intentional torts. Specifically, this action alleges thirteen (13) causes of action for violations of the FEHA for discrimination based on race/color, national origin and association with a protected class (Gov't Code § 12940(a)), retaliation for opposing/reporting discrimination and retaliation (§ 12940(h)), failure to prevent discrimination and retaliation from occurring (§ 12940(k)). Plaintiff also alleges claims for violations of the California Labor Code including retaliation for exercise of rights (§ 98.6), retaliation for disclosing working conditions (§ 232.5(c)), imposition of unlawful policies or procedures to silence whistleblowers (§§ 1102.5(a) and 232.5(a)), retaliation for disclosure and refusal to participate in conduct reasonably believed too violate state or federal law, rule or regulation (§ 1102.5(b)-(c)); contract in violation of public policy (Cal. Civ. Code § 1668), unfair business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*, wrongful constructive termination in violation of public policy and intentional infliction of emotional distress.

4. Plaintiff also brings a representative action on behalf of herself and other employees similarly aggrieved to obtain penalties against Defendant pursuant to the California

1 Private Attorney's General Act of 2004 (Cal. Labor Code § 2699, *et seq.*) based on violations of
2 California Labor Code §§ 98.6, 232.5(a) and (c) and 1102.5(a)-(c).

3 5. Defendant's unlawful conduct caused Plaintiff to suffer emotional and financial
4 distress and caused the deprivation of civil rights more fully alleged herein.

5 **PLAINTIFF**

6 6. Plaintiff BECKY VU (hereinafter "Plaintiff" or "Ms. Vu"), an individual, is an
7 Asian American female of Vietnamese decent and is a resident of the State of California, County
8 of Los Angeles. At all relevant times mentioned herein, Ms. Vu was employed by Defendant
9 Buzzfeed, Inc. since 2021 as a Production Manager until Ms. Vu was subjected to discrimination
10 and retaliation by her supervisor, Defendant Lindsay Webster which resulted in her wrongful
11 constructive termination on January 17, 2024. As a result of Defendants' unlawful adverse
12 actions, Ms. Vu suffered the harm and damages more fully alleged herein.

13 **DEFENDANT**

14 7. Defendant BUZZFEED INC. (hereinafter "Buzzfeed"), is a Delaware corporation
15 licensed to do business in the State of California, County of Los Angeles, and was and is at all
16 times mentioned herein, was an employer of Plaintiff within the meaning of the Fair
17 Employment & Housing Act (Cal. Gov't Code § 12926(d)), the California Labor Code (§ 350);
18 and is a "person" as defined by Cal. Bus. & Prof. Code § 17021.35. Defendant Buzzfeed is an
19 internet media, news and entertainment company with a focus on digital media, reality television
20 and tracking viral content, generating income through sponsored or branded content advertising.

21 8. Defendant LINDSAY WEBSTER is a White female and a resident of the State of
22 California, County of Los Angeles. At all times mentioned herein, Defendant Ms. Webster was
23 employed by Defendant Buzzfeed as a producer and supervisor on various projects and different
24 departments, including in 2023, when she became the Executive Video Producer for "Celeb" and
25 was the supervisor of Plaintiff. Defendant Ms. Webster personally engaged in the acts of
26 discrimination and retaliation resulting in Plaintiff's constructive termination.

27 9. In doing the acts herein alleged, Defendant's employees, subcontractors, and
28 agents acted within the course and scope of their employment and agency; and, engaged in the
acts alleged herein and/or condoned, permitted, authorized, and/or ratified the conduct of its

employees, subcontractors, and agents, and is vicariously liable for the wrongful conduct of its employees, subcontractors, and agents alleged herein.

10. Plaintiff is further informed and believes and thereon alleges that each Defendant is, and at all times mentioned was, the agent, employee or representative of each other Defendant. Each Defendant, in doing the acts, or in omitting to act as alleged in this Complaint, was acting within the scope of his or her actual or apparent authority or the alleged acts and omissions of each Defendant as agent subsequently were ratified and adopted by each other Defendant as principal.

11. Defendant DOES 1 through 100, inclusive, are other possible Defendant responsible for the wrongful conduct alleged herein. The true names and capacities of Defendant named herein as DOES 1 through 100, inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff who therefore sues such Defendant by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiff is informed and believes that the DOE Defendant are California residents. Plaintiff will amend this Complaint to show true names and capacities when they have been determined. Plaintiff is informed and believes, and on grounds of such information and belief alleges, that each Defendant DOE herein is in some manner responsible for the discrimination, retaliation, wrongful constructive termination, and damages herein alleged.

EXHAUSTION OF REMEDIES

12. On November 18, 2024, Plaintiff timely filed complaints against all Defendants with the Department of Fair Employment & Housing and received a notice of case closure and right to sue as to all Defendants, CRD Matter No. 202411-27101518. Plaintiff has exhausted her administrative remedies as to her state law discrimination claims under the Fair Employment & Housing Act pursuant to Cal. Gov't Code § 12965(d), served via certified, return/receipt mail on November 21, 2024 pursuant to Cal. Gov't Code § 12962.

13. On November 21, 2024, Plaintiff timely filed a PAGA Claim Notice against Defendant Buzzfeed with the Labor Workforce Development Agency ("LWDA"), Case No. LWDA-CM-1063079-24 and concurrently served, via certified mail (Cal. Labor Code § 2699.3(b)(6)) on Defendant. The LWDA did not respond nor advise of an intent to investigate Plaintiff's PAGA Claim within 60 days from the service postmark of Plaintiff's Notice of PAGA

Claim on November 21, 2024 and therefore Plaintiff timely filed this civil action for PAGA penalties pursuant to § 2699.3(a)(C)(2)(A). Therefore, Plaintiff has exhausted her administrative remedies as to her PAGA claim under Labor Code § 2699.3(a).

FACTS COMMON TO ALL CAUSES OF ACTION

14. Becky Vu is an extremely talented and experienced producer specializing in a wide range of creative multimedia content, from editorial photography and videos to graphic design, UX/UI, copywriting, motion, and film. Spanning the full spectrum of creative services, Ms. Vu’s work in crafting compelling and impactful visual stories sets her apart from other producers. She has worked for multiple major media brands, in Los Angeles and New York, including, without limitation, Complex Networks, Cosmopolitan Magazine, First We Feast, Refinery29, Seventeen Magazine and Vogue. In addition to her editorial work, she has consulted with and collaborated with top entertainment brands like Saturday Night Live at NBCUniversal, Onyx Collective for Hulu at Disney as well as innovative startups pushing the boundaries of their industries.

15. Ms. Vu is always working with few gaps in her work history notwithstanding industry strikes and the COVID economy. In or about April 2021, Ms. Vu applied to work for BuzzFeed on their “Careers” site and was offered the position as a Production Manager (“PM”) by Michael Wickham, Supervising Producer for Branded. At the time of her hire, Ms. Vu was provided with a “Non-Union Crew Deal Memo” (“Deal Memo”) which was renewed quarterly or alternatively monthly, which specified a salary of \$1,750 per 40 hour work week (\$43.75 per hour) in addition to health insurance.

16. The 2023, two-page Deal Memo Ms. Vu was required to electronically sign on page two as a condition of continued employment with BuzzFeed contained an attachment document entitled “Standard Terms and Conditions” (“STC”). Paragraph 15 of the STC contained an unenforceable damages limitation and equitable relief waiver as follows:

This Agreement shall be governed by the laws of the State of California and Employee’s sole remedy for any breach of this Agreement shall be to seek only actual monetary damages, if any, through confidential, binding arbitration to be conducted in Los Angeles. Employee is expressly not entitled to, and does hereby waive all right to, any consequential, incidental, speculative and/or punitive damages or any form of equitable relief whatsoever[.]

Ms. Vu did not electronically sign the STC nor the above provision. The attachment required only "Employee Initials" with the only signature appearing before (and unrelated to) the STC. Only Ms. Vu's initials appear without any signature certification as contained on the Deal Memo at page two.

17. Not surprisingly, Ms. Vu excelled in the position and was well-liked by her co-workers, supervisors and talent. Her creative input, patience, problem solving, conflict resolution skills and dedication to her work and support of her coworkers was widely acknowledged, poising her as a rising star at BuzzFeed.

18. Notwithstanding Ms. Vu's success, unknown to Ms. Vu, BuzzFeed maintained a workplace that fostered a hostile work environment and encouraged differential treatment of employees based on race and medical conditions including talent, relegating women of color as a group. In accordance with BuzzFeed's world view on non-White, non-disabled employees, in or about January 2023, they promoted Lindsay Webster, a White woman, from the Development Team to work in the Creative Department as the Executive Video Producer for Celeb. Ms. Webster became Ms. Vu's indirect supervisor. Ms. Vu also reported indirectly to Ade Magnum, Director of Programming in New York who was also Ms. Webster's direct supervisor.

19. Ms. Vu would later learn that Ms. Webster held racial and ethnic bias towards Asian women, motivated by her own jealousy and discontent that she was not part of the KPOP culture she lauded. Regardless of her motivation, from the very first week Ms. Vu began working with her, Ms. Webster was dismissive, rude and treated her with disdain, demonstrating a total disregard for required production protocols, engaging in conflicts of interest amounting to fraud and misusing both her position and corporate funds for her sole benefit.

20. Several months later, Ms. Vu learned that two other employees who worked with Ms. Webster previously, Steven Gatti, Lighting Technician and Claire Cardona, Art Stagehand also experienced a hostile work environment created by Ms. Webster. Notwithstanding, no action was taken to protect them or provide a remedy. Instead, BuzzFeed promoted her to favored projects (like Celeb) and allowed her to misuse her position to usurp preferential job duties from other employees in order to have direct access to talent for sycophantic purposes and personal gain. Ms. Webster further participated in the decision to terminate Ms. Vu in retaliation for reporting her misconduct and malfeasance to management and Human Resources-- identifying

false and pretextual reasons to hide the true and illegal reasons for termination. BuzzFeed approved, encouraged and ratified Ms. Webster's conduct.

21. In addition to her duties as a PM and LP, Ms. Vu was responsible for recruiting interns from BuzzFeed Video Fellowship Program, who were paid interns seeking production experience to build their resumes. The purpose of the Fellowship was to:

[Provide an interactive experience] for the next generation of video producers eager to master the tools and techniques of the social web[,] ... learn BuzzFeed's process/voice/strategy for creating compelling, shareable short-form video content, include[ing] enhancing your production skills from conception to execution - brainstorming, writing, producing, shooting, editing, post-production, notes -- and exploring how and why people view and share videos through BuzzFeed, YouTube, TikTok, Facebook, Twitter and other social sites.

The Fellows included Lizzy Liu and Shani Cabrera. Ms. Liu was from China, English was her second language and she was extremely timid and differential to any requests made by management. Ms. Vu also provided support supervision of several junior level employees, including Mariam Balogun, Junior Booker and Production Assistants, Alyssa Harrell, Hunter Woelfle and Hannah So, Junior Producer, who Ms. Webster directly managed.

22. On August 3, 2023, Ms. Vu sent a Slack message to Ms. Webster regarding facilitation of the tech scouts and how she intended to respond to questions from the crew that she could not answer. Ms. Webster requested that the three Fellows Ms. Vu recruited for the Fellowship meet her at her apartment to help her load her personal clothing to bring to the set for her to wear. Ms. Vu responded professionally and directed her to obtain approval from Ms. Frullani-Bacon regarding their duties.

23. On August 13, 2023 Ms. Webster informed Ms. Vu that she intended to ask the Fellows to clean her shoes the following day at prep for the Ateez Block shoot. Ms. Vu was obviously horrified that Ms. Webster would ever think of asking anyone to clean her shoes and advised her that this was not appropriate and not to ask. Ms. Webster ignored her and directed Ms. Liu, the most timid and quiet Fellow, to clean her shoes. Not knowing that she had a right to refuse this task, Ms. Liu was found by Ms. Vu and Ms. Joralmon hidden in the janitor's closet outside of Stage 18, cleaning Ms. Webster's shoes. This means, of course that Ms. Webster not only made Ms. Liu clean her shoes against Ms. Vu's advisement but required her to do it in the

1 closet so no one would find out. Shockingly humiliating and extremely offensive, there was no
2 question that Ms. Webster's refusal to listen to Ms. Vu and directive to Ms. Liu was motivated
3 by their race and national origin.

4 24. After learning that Ms. Webster required Ms. Liu to clean her shoes despite her
5 advisement, Ms. Vu confronted her. Ms. Webster denied that she asked Ms. Liu to clean her
6 shoes, stating that Ms. So directed Ms. Liu to clean her shoes not her, or "maybe [Ms. Liu]
7 offered to help [Ms. So] clean her shoes, but it wasn't [her]." Ms. Vu immediately reported this
8 incident via slack message separately to Ms. Joralmon, Rose Frulliani-Bacon, Managing
9 Producer (African American) and Mr. Magnum.

10 25. Upon receiving her report on August 13, 2023, Ms. Joralmon reported the
11 incident to Human Resources and responded via slack message that she would "speak to [Ms.
12 Webster]" the following day and notify Brenden Dahle, Executive Producer of the Video
13 Fellowship Program. Mr. Dahle was charged with direct supervision of the fellows as a group.
14 Mr. Dahle told Ms. Vu that Fellows should absolutely not be required to clean Ms. Webster's
15 clothing or shoes but should only be undertaking tasks within the scope of the Fellowship to
16 learn a new skill set related to video production. Clearly, loading clothing and cleaning their
supervisor's shoes was not part of the Fellowship.

17 26. Mr. Magnum responded to Ms. Vu's report on August 15, 2023 stating that he
18 had spoken to Ms. Webster the day before and was going to speak with her again in a longer
19 meeting on Thursday. The following day, August 16, 2023, Mr. Magnum sent a slack message to
20 Ms. Webster stating: "Hey, I just got some feedback from production. We aren't allowed to have
21 the fellows clean your clothes. I was told that they were asked to scrub your boots." Ms. Webster
22 responded, "Oof ok. I had actually asked on the last two shoots if it was appropriate to have the
23 PA help steam/clean shows and was given the ok. Is this because they're fellows? Becky
24 assigned a "styling PA" to help with that very thing. All that to say it's not a huge deal- we'll
25 have to just have Hannah [So, Jr. Producer] and I work on that." Human Resources responded to
26 Ms. Joralmon's report by requiring Ms. Webster to undergo "Sensitivity in the workplace,"
27 classes but otherwise did not investigate or administer any discipline.

28 27. Karabo Likhetha (Nigerian), was employed by Buzzfeed as a Fellow, but credited
as a Production Assistant ("PA") from in or about April 2023 to February 21, 2024 when he was

subject to BuzzFeed’s restructuring layoff. He also produced a show for BuzzFeed called “Cocoa Butter,” with all Black talent, involving an analysis of how an African instrument, the banjo, became a symbol of White Country Music. Initially assigned to work as the PA on the Celeb Team (“Ateez Block”), on or about August 9, 2023, Mr. Likhethu was removed as PA by Ms. Webster and replaced him with a Fellow, Ms. Cabrera—apparently because he had a medical appointment and Ms. Webster “wanted someone more committed.” Employers may not engage in adverse actions against employees because they require leave to attend a medical appointment, nor is “commitment” to a job undermined by an employee’s need to leave work to attend a medical appointment. Ms. Webster nonetheless ensured that he was alienated from work on the Celeb Team and he confided in Ms. Vu that he did not feel comfortable in her presence.

28. Later that day on August 9, 2023, Ms. Frullani-Bacon pointed out that during a recent conference call with Ms. Webster and the Celeb Team, it became clear that black talent would be totally sidelined in favor of “KPOP” and “One Direction Boy Bands.” She remarked that the “theme of today’s call was ‘all Black talent can go on “Cocoa Butter[,]” referring to the assignment of Black producers like Mr. Likethe to only Black shows, working only with Black talent. Ms. Vu shared her concern and responded that “there’s no black and brown voices on our team. I will attest that that and I’ve tried with the pitches[,] not even on the Edit Team” and identified the fact that although the “Celeb Channel” keeps growing in numbers, the numbers are mostly White. Ms. Frullani-Bacon agreed, stating that “when one of us (persons of color) tries to speak up our ideas aren’t taken seriously.” and identified the fact that although the “Celeb Channel” keeps growing in numbers, the numbers are mostly White.

29. On or about August 11, 2023, Ms. Vu met with Liam McKiernan, Director of Production Operations (Ms. Joralmon’s supervisor) for her regular one on one meeting. During the meeting she reported the issues regarding Ms. Webster’s conduct and requested that Mr. McKiernan conduct an investigation and counsel Ms. Webster. No investigation or corrective action was taken despite Ms. Vu’s reports.

30. After reviewing budget reports for Ateez Block, Ms. Vu became aware that Ms. Webster was “shuffling costs from her show to the budgets of other small concepts to off-set the actuals spending of her show.” Akin to a “bait and switch,” on August 15, 2023, Ms. Vu reported Ms. Webster’s discrimination, harassment and malfeasance to BuzzFeed’s anonymous

1 “AllVoices” Human Resources Platform. Ms. Joralmon also reported these incidents to HR on
2 Ms. Vu’s behalf. The representative from AllVoices (not stated) contacted Ms. Vu back to ask
3 for a clarification on one of her complaints of malfeasance. Specifically, the representative
4 sought to confirm what Ms. Vu meant by “There has been shuffling of costs from her show to
5 the budgets of other small concepts to off-set the actuals spending of her show.” What are the
6 smaller concepts/shows you are referring to? Ms. Vu identified “traditional concepts of the
7 shows on BF Celeb like Puppy Interviews, Thirst Tweets, 30 Questions, Who’s Who?, etc.”

8 31. In order to hide her malfeasance, shortly after Ms. Vu’s made the report, she
9 learned from Ms. Frullani-Bacon that Ms. Webster was bad mouthing her in meetings with
10 management that included (among others) Litty Samuel, Head of Editorial Video (and Mr.
11 Magnum’s supervisor). Specifically, without limitation, she demanded that Ms. Vu be “cut-out
12 of the budget to save her K-Pop show,” adding that Ms. Balogun should also be cut out of the
13 budgets—evidencing her efforts to cover up the bait and switch and hide the excessive cost
14 required to produce “her K-Pop show.”

15 32. Ms. Webster’s behavior on the set towards culturally conservative Korean talent
16 contributed to creating a hostile work environment and disrupted production. For example, on or
17 about August 16, 2023, the crew was forced to stop filming after the Korean male talent saw a
18 picture of a nude woman’s body outline on a shirt hanging in Ms. Webster’s set closet. Minors,
19 the boys were visibly uncomfortable with the image both because of their cultural
20 conservativeness and young age. As a result, they had to remove the shirt and require the boys to
21 start over to style.

22 33. Two weeks later, on August 30, 2023, Victoria Chen, Talent and Bookings
23 Manager, Talent Relations Department (Celeb Team) in New York advised Ms. Vu and the
24 Celeb Team that Ms. Frullani-Bacon’s responsibilities were reduced such that “the responsibility
25 of staffing the greenrooms with crafty and celeb crafty requests [previously handled by
26 Production and Talent] would now be handled solely by the Production Team (“PT”). This
27 included Ms. Vu, two other PM’s, Chris Liu and Jennell Manzi in addition to Supervising
28 Producer, Ms. Joralmon, none of which had time to handle such a huge responsibility previously
undertaken by two teams of people.

1 34. Ms. Vu asked if there would be someone to reach out to for help given the
2 significance of the additional task. Unsolicited, Ms. Webster responded “you don’t do anything
3 on set aside from hog the walkie.” Ms. Vu said, “you know I do not do that.” Ms. Vu was
4 humiliated in front of her team and her concern was undermined. This was so obvious, that Ms.
5 Chen tried to change the subject until Ms. Frullani-Bacon interjected, “we will get you help, I
6 will sideline with you in our one on one.”

7 35. On August 4, 2023, Ms. Frullani-Bacon forwarded Ms. Webster’s “Personal
8 Consumption Expenditure (“PCE”) report to the Production Accountant, Jeremy Davis Hayes for
9 reimbursement, copying Ms. Vu. The expenses were not however preapproved or authorized
10 under the BuzzFeed reimbursement policy, including an additional hotel stay, an Uber to the
11 airport, per diem, meals and a “lunch meeting” with her then Manager and personal friend, Cissy
12 Worstell and a Showrunner for the As/Is Team, Katie LeBlanc to “talk about style/beauty
13 shows.” Ms. Webster’s PCE reimbursement request was based on the fact that her pre-booked
14 flight was cancelled requiring her to stay another day in New York.

15 36. In fact, the expenditures were fraudulent, incurred by Ms. Webster because she
16 wanted to stay another night in New York. Moreover, there are three available airports to fly
17 from New York to Los Angeles, with hundreds of flights daily. The notion that Ms. Webster
18 could not find a single flight was easily dispelled by Mr. Hayes who simply checked the flight
19 schedules. On this basis, he declined to reimburse Ms. Webster’s expenditures noting that even
20 though the original flight was cancelled, she had several other available flight options that day
21 she did not book. Mr. Hayes provided the PayPal address for Ms. Webster to reimburse
22 BuzzFeed. Ms. Frullani-Bacon asked for an exception stating that she understood there were no
23 available seats and it was a holiday weekend. Before Mr. Hayes responded, Ms. Vu advised that
24 Ms. Joralmon would have to handle the issue going forward and also copied Ms. Webster’s
25 direct supervisor, Mr. Magnum. Ms. Joralmon responded stating that “anything after June 30th
26 (Ms. Webster’s PCE] was not approved to be paid for by BuzzFeed[,]” and directed Ms. Webster
27 to reimburse BuzzFeed as directed.

28 37. A week later, on September 5, 2023 Ms. Joralmon informed Mr. Hayes that the
hotel and Uber would be approved but not the per diem. She asked if Mr. Mangum could
approve the per diem. Mr. Magnum responded that he “covered Lindsay’s per diem of \$53.99”

1 (out of his pocket) and asked if there was anything else he needed to do.” Mr. Hayes stated that
2 BuzzFeed would still need to be reimbursed for hotel and Uber and advised that “nothing was
3 approved before or during the time of the incident. Sufficient evidence will need to be provided”
4 and continued to refuse to approve her PCE.

5 38. On October 20, 2023 Mr. Magnum followed-up again, stating that he approved
6 the charges and that his manager’s approval (Jess Probus) was needed he would bring her into
7 the discussion to approve. Mr. Hayes advised that Ms. Probus’ approval would be needed
8 because “[t]his inconsistency in communication and lack of accountability regarding the
9 situation is concerning. Likely, this will not pass any audit test, therefore, we must put
10 appropriate controls in place to prevent such incidents from occurring again in the future.”
11 Ultimately, Mr. Magnum reimbursed BuzzFeed for Ms. Webster’s hotel and Uber.

12 39. On September 8, 2023, Ms. Frullani-Bacon called Ms. Vu to advise that she heard
13 a rumor that Ms. Vu was going to be terminated. Having already learned a month prior that Ms.
14 Webster was disparaging her to management and wanted her cut from the budget, Ms. Vu knew
15 it was likely much more than just a rumor.

16 40. A few days later, on September 12, 2023, Ms. Vu attended her weekly one on one
17 with Ms. Joralmon and specifically asked her if the rumor that she was going to be terminated
18 was true. Ms. Joralmon confirmed that she was being targeted by Litty Samuels, Head of
19 Editorial Video for termination based on Ms. Webster’s demands to cut her position from
20 budget. Ms. Joralmon told Ms. Vu that there was no basis for her to terminate her and that she
21 was doing all she could to ensure she was not terminated. Ms. Vu thanked her for her support
22 and inquired if she was given the reason, asking if it had anything to do with the reports she
23 made about Ms. Webster to management and most recently to Human Resources on August 15,
24 2024, stating, “[Did] I shoot myself in the foot?” Ms. Joralmon responded that Ms. Samuels is
25 Mr. Magnum’s manager, and because he supervises Ms. Webster they are aware of your reports
26 but qualified that she could not be sure if the decision were related or not. Ms. Vu responded that
27 it was “too much of a coincidence for it not to be the cause given her the chain of events.”

28 41. After all of these incidents and reports, Ms. Vu was discounted in Team meetings,
treated as though she was “on her way out” and no longer on the Team, introducing another
employee Ramiro Leal as the new PM “taking over.” This was an incredibly difficult time for

Ms. Vu who was walking on eggshells, but the alienation continued. Following the holidays, despite her excellent performance, on or about January 17, 2024 Mr. Leal joined Ms. Vu on set to “help,” but later informed Ms. Vu that he was actually there to shadow her and to take over her job. No reason was given for the directive but the evidence is clear and the timing a direct response to Ms. Vu’s protected reporting and opposition activities without an intervening act. Ms. Vu was never counseled or disciplined for any violation of policy or otherwise notified that she was falling behind in her performance or otherwise not likely to be retained. A few days following the meeting with Ms. Joralmon, Ms. Vu sent a letter of “resignation” to Buzzfeed, citing a toxic and discriminatory work environment created by Ms. Webster and ratified by management.

42. Notwithstanding that her resignation was also a complaint of discrimination, harassment and bullying, Buzzfeed made no effort to investigate her complaints or otherwise undertake any action to protect her or provide remedies such as reinstatement. Management failed and refused to investigate Ms. Vu’s complaints or undertake any remedial action to prevent discrimination, harassment or retaliation, including her forced resignation from occurring. The consequences of being forced to resign her position because she made complaints about discrimination, wages and working conditions profoundly affected Ms. Vu’s mental and emotional wellbeing and caused her emotional and financial distress as more fully alleged herein.

FIRST CAUSE OF ACTION

Discrimination Based on Race/Color, National Origin (Actual or Perceived), Gender and Association with a Protected Class in Violation of Cal. Gov’t Code § 12940(a) (Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

43. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-42, above.

44. California Government Code § 12940(a) makes it unlawful for an employer to discriminate against a person based on race/color, national origin (including language) [actual or perceived] and gender. Discrimination is unlawful regardless of whether it is based on your actual protected characteristics, the perception that you have any protected characteristics, or

1 your association with another who has, or is perceived to have, any protected characteristics. §
2 12926(o). The definition of discriminatory acts is broadly construed and includes, without
3 limitation, acts of differential treatment, harassment, denial of benefits of employment, and
4 retaliation. § 12940(a),(j)(1),(h).

5 45. Plaintiff is an Asian American female of Vietnamese descent and is a member of
6 protected class of persons based upon her race/color, national origin ([perceived] language),
7 gender and association with a protected class of persons of color and Asian women as a group.

8 46. As more fully alleged herein, Defendants, and each of them, intentionally
9 discriminated and retaliated against Plaintiff in the terms and conditions of employment because
10 of her race/color, national origin (including language) [actual and perceived], gender, association
11 with persons of color and Asian women as a group. Defendant's differential treatment
12 discrimination, retaliation and adverse actions were substantially motivated by Plaintiff's
13 race/color, national origin, gender and association with persons of color and Asian women as a
14 group, resulting in her wrongful constructive termination. Defendant further violated Plaintiff's
15 rights by denying her a work environment free of discrimination and harassment, failing to
16 investigate her complaints of discrimination and retaliation and thereby failing to take all
17 reasonable steps necessary to prevent discrimination from occurring as required by California
Government Code § 12940(k).

18 47. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has
19 been directly and legally caused to suffer actual damages including, but not limited to, medical
20 expenses and special damages, loss of earnings and future earning capacity, and other pecuniary
21 loss not presently ascertained.

22 48. As a further direct and legal result of the acts and conduct of Defendant, and each
23 of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer
24 emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain,
25 discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently
26 unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all of
27 the injuries are reasonably certain to be permanent in character.

28 49. Plaintiff is informed and believes and thereon alleges that Defendant and their
managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently,

1 and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper
2 and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
3 rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified
4 the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
5 malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount
6 according to proof. Cal. Civ. Code §3294.

7 50. As a result of Defendant's retaliatory and discriminatory acts as alleged herein,
8 Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b)
9 of the California Government Code.

10 **SECOND CAUSE OF ACTION**

11 **Retaliation in Violation of Cal. Gov't Code § 12940(h)**
12 **(Against Defendants BUZZFEED, INC., a Delaware corporation; and**
13 **DOES 1-100, inclusive)**

14 51. Plaintiff realleges and incorporates by reference, as though fully set forth herein,
15 each and every allegation set forth in paragraphs 1-50, above.

16 52. Gov't Code Section 12940(h) makes it unlawful for an employer to retaliate
17 against an employee for making a complaint of discrimination and/or opposing or protesting
18 unlawful employment practices.

19 53. As more fully alleged herein, Defendant, and each of them, intentionally
20 discriminated and retaliated against Plaintiff in the terms and conditions of employment because
21 of her race/color and for opposing unlawful discrimination against her and against persons of
22 color and Asian women as a group. Defendant's adverse actions were in direct response to
23 Plaintiff's reporting and opposition activities involving differential treatment discrimination
24 against her, persons of color and Asian women as a group, resulting in her wrongful constructive
25 termination.

26 54. Defendant's decisions to retaliate against Plaintiff were based solely on her
27 protected reporting and opposition activities and exercise of rights. The close proximity of time
28 between Plaintiff's protected opposition and reporting activities and Defendant's adverse actions
was immediately following each exercise of rights. Timing alone is sufficient evidence of pretext
and retaliatory motive under § 12940(h) and demonstrates a causal nexus between the protected

activity and adverse action without a superseding intervening act. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480. Defendant further violated Plaintiff's rights by denying her a work environment free of discrimination and harassment, failing to investigate her complaints of discrimination and retaliation and thereby failing to take all reasonable steps necessary to prevent discrimination from occurring as required by California Government Code § 12940(k).

55. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

56. As a further direct and legal result of the acts and conduct of Defendant, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character.

57. Plaintiff is informed and believes and thereon alleges that Defendant and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount according to proof. Cal. Civ. Code §3294.

58. As a result of Defendant's retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

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THIRD CAUSE OF ACTION

**Failure to Prevent Discrimination and Retaliation from Occurring
in Violation of Cal. Gov't Code § 12940(k)
(Against Defendants BUZZFEED, INC., a Delaware corporation; and
DOES 1-100, inclusive)**

59. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-58, above.

60. G.C. §12940(k) provides as follows: "It shall be an unlawful employment practice, [f]or an employer ... to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring." A violation of Section (k) of the Gov't Code is an independent cause of action under the FEHA predicated on discrimination or retaliation. See *Taylor v. City of Los Angeles Dept. of Water and Power* (2006) 144 Cal.App.4th 1216, 1240, disapproved on other grounds in *Jones v. Lodge at Torrey Pines Partnership* (2008) 42 Cal.4th 1158, 1162; see also CACI Jury Instr. 2527.

61. As more fully alleged herein, Defendant, and each of them, intentionally discriminated and retaliated against Plaintiff in the terms and conditions of employment because of her race/color, national origin, gender and for opposing unlawful discrimination and retaliation against her and against persons of color, Asian culture and origin and Asian women as a group. Defendant failed and refused to maintain or enforce adequate anti-discrimination and anti-retaliation policies, failed to provide or train on anti-discrimination or anti-retaliation policies nor otherwise follow substance or procedure contained in their employment policies or mandated by law. Defendant further failed and refused to respond or investigate Plaintiff's complaints and opposition to discrimination and retaliation, failed to discipline Plaintiff's supervisors who provided input into the adverse employment decisions heretofore alleged, nor otherwise take any steps to prevent the discrimination and harassment from occurring in violation of their duty under law as proscribed in subsection (k) of the Gov't Code § 12940.

62. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

63. As a further direct and legal result of the acts and conduct of Defendant, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character.

64. Plaintiff is informed and believes and thereon alleges that Defendant and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount according to proof. Cal. Civ. Code §3294.

65. As a result of Defendant's retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

FOURTH CAUSE OF ACTION

Retaliation for Exercise of Rights in Violation of Cal. Labor Code § 98.6 (Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

66. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-65, above.

67. Cal. Labor Code § 98.6(a)-(b)(1) makes it unlawful to discharge an employee or retaliate "in any manner" or take any adverse action against an employee because the employee exercised any rights afforded to her under the Labor Code.

68. As more fully alleged herein, Defendant, and each of them retaliated against Plaintiff because she exercised her rights under the Labor Code to engage in protected speech and complain about working conditions, to report, oppose, disclose and refuse to participate in conduct reasonably believed to violate state or federal law, rule or regulation in violation of

multiple sections of the Cal. Labor Code, including, without limitation, §§ 232.5(a),(c) and 1102.5(a)-(c) triggering the anti-retaliation protections of Labor Code § 98.6.

69. Defendant's decisions to retaliate against Plaintiff and force her to resign were based solely on her protected reporting, opposition activities and exercise of rights. The close proximity of time between Plaintiff's protected opposition and reporting activities and Defendant's adverse actions was immediately following each exercise of rights. Timing alone is sufficient evidence of pretext and retaliatory motive under § 98.6 and demonstrates a causal nexus between the protected activity and adverse action without a superseding intervening act. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

70. Pursuant to § (b)(3) of § 98.6, "[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee ... who suffered the violation.

71. Defendant's violation of Cal. Labor Code § 98.6 with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 98.6, Plaintiff is further entitled to civil penalties on behalf of herself and other employees similarly aggrieved in the amount of \$100.00 for each aggrieved employee per pay period for the initial violation and \$200.00 per employee per pay period for each subsequent violation. Cal. Labor Code § 2699(f)(2).

72. Plaintiff is entitled to attorney's fees pursuant to the PAGA for any violation of Labor Code § 98.6, pursuant to Labor Code § 2699(g)(1).

FIFTH CAUSE OF ACTION

Retaliation for Making Complaints about Working Conditions in

Violation of Labor Code § 232.5(c)

(Against Defendants BUZZFEED, INC., a Delaware corporation and DOES 1-100, inclusive)

73. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-72, above.

74. Labor Code § 232.5(c) provides that it is an unlawful employment action to:

Discharge, formally discipline, or otherwise discriminate against an employee who discloses information about the employer's working conditions.

75. As more fully alleged herein, Defendants, and each of them, retaliated against Plaintiff because she exercised her right of protected speech to disclose conduct by Defendants that she reasonably believed violated law. Defendants' conduct involved an intentional and definite illegal course or method selected by Defendants from among many lawful alternatives designed to silence whistleblowers who fear retaliation. Defendants' decisions to retaliate against Plaintiff for opposing and refusing to participate in unlawful work conditions and directives, caused her to sustain a workplace injury and resulted in her constructive termination. Instead of conducting an investigation, Defendant ignored her complaints and forced her to resign under penalty of termination. The close timing between Plaintiff's protected reporting, opposition and disclosure activities, and Defendants' adverse actions demonstrates a causal nexus and is evidence of pretext and retaliatory motive under Labor Code § 232.5. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

76. Defendant thereby violated the public policy of the State of California requiring, at a minimum that employers comply with law, including anti-retaliation, anti-discrimination and occupational health and safety laws under the California Labor Code. California's public policy supporting the enactment of Labor Code § 232.5 as applied here, clearly "touch[es] on interests so deeply rooted in local feeling and responsibility" that it is peripheral to other protections under federal law, thereby authorizing a private right of action. *Haney v. Aramark Uniform Services, Inc.* (2004) 120 Cal.App.4th 609, 633, fn. 3; *see also*, Cal. Health & Safety Code § 1278.5.

77. By imposing unlawful policies that required, as a condition of employment, that Plaintiff refrain from disclosing information about Defendant's working conditions, retaliating and discriminating against Plaintiff for disclosing unlawful and unsafe working conditions, Defendants violated Labor Code § 232.5.

78. By engaging in violations of well settled public policies codified in California statutes, defendant sought to chill the freedom of speech without retribution, for the purpose of avoiding liability to defendant's sole benefit. As such, Plaintiff's claims seek to vindicate the important public rights of free speech and equal protection of the laws which confer a significant

benefit on California taxpayers and all American citizens. The financial benefit to Plaintiff is far less than to the public at large since Plaintiff's damages are limited by statute. Based thereon, Plaintiff is entitled to reasonable attorney's fees pursuant to C.C.P. §1021.5.

SIXTH CAUSE OF ACTION

Unlawful Adoption and Enforcement of Policy Preventing an Employee from Disclosing Violations of Law in Violation of Cal. Labor Code §§ 1102.5(a) and 232.5(a) (Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

79. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-78, above.

80. California Labor Code § 1102.5(a) prohibits employers from:

[M]ak[ing], adopt[ing], or enforce[ing] any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

81. Similarly, Labor Code § 232.5(a) prohibits employers from requiring, that "as a condition of employment, that an employee refrain from disclosing information about the employer's working conditions."

82. As more fully alleged herein, Defendant made, adopted and enforced unwritten policies, mandates and rules applicable to all employees as a group or class of which Plaintiff was a member, from disclosing Defendant's violations of law. In so doing, Defendant violated the law and their own policies and supplanted their own unlawful policies to discriminate and retaliate against Plaintiff for exercising her rights to oppose discrimination and retaliation, including, *inter alia*, subjecting Plaintiff and other female Asian employees to differential treatment not experienced by her non-Asian counterparts and retaliating against Plaintiff for engaging in protected opposition and reporting activities involving her supervisor's discrimination, retaliation and corporate malfeasance. Ratified by managing agents, Defendant's

1 unlawful policies involved an intentional and definite illegal course or method selected by
2 Defendant among many lawful alternatives to discriminate and retaliate against Plaintiff for
3 engaging in protected reporting and opposition activities. These policies were designed to silence
4 whistleblowers who reasonably fear retaliation.

5 83. Plaintiff reasonably believed that Defendant's policies violated the law and in fact
6 did violate the law, including without limitation, Cal. Constit. Art. 1, § 1; U.S. Constit. Amend.
7 1, 3, 5, 9 & 14; Cal. Gov't Code §§ 12940, *et seq.*; Cal. Labor Code §§ 98.6, 232.5(a) and (c),
8 1102.5(b)-(c), Cal. Bus. & Prof. Code §§ 17200, *et seq.* and 2698, *et seq.* ("PAGA").

9 84. By making, adopting, and enforcing policies prohibiting workplace
10 whistleblowers as a group or class of which Plaintiff was a member from reporting employer
11 conduct reasonably believed to be in violation of law, Defendant violated Labor Code §
12 1102.5(a).

13 85. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has
14 been directly and legally caused to suffer actual damages including, but not limited to, medical
15 expenses and special damages, loss of earnings and future earning capacity, and other pecuniary
16 loss not presently ascertained. Cal. Labor Code § 1105.

17 86. As a further direct and legal result of the acts and conduct of Defendant, and each
18 of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer
19 emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain,
20 discomfort, and anxiety. The exact nature, duration, and extent of said injuries is presently
21 unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all of
22 the injuries are reasonably certain to be permanent in character. Cal. Labor Code § 1105.

23 87. Plaintiff is informed and believes and thereon alleges that Defendant and their
24 managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently,
25 and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper
26 and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
27 rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified
28 the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount
according to proof. Cal. Civ. Code §3294.

88. Defendant's violation of Cal. Labor Code § 1102.5(a) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(a), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in the amount of \$100.00 for each aggrieved employee per pay period for the initial violation and \$200.00 per employee per pay period for each subsequent violation. Cal. Labor Code § 2699(f)(2). Plaintiff is further entitled to attorney's fees pursuant to the PAGA for any violation of Labor Code § 1102.5(a), pursuant to Labor Code § 2699(g)(1).

89. Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 1102.5(j).

SEVENTH CAUSE OF ACTION

Retaliation for Disclosing Information Reasonably Believed to be a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(b)

(Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

90. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-89, above.

91. California Labor Code § 1102.5(b) prohibits an employer from retaliating against an employee because the employer believes that the employee disclosed or may disclose information to a government or law enforcement agency, or to a person with authority over the employee if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

92. As more fully alleged herein, Defendant, and each of them, implemented and imposed unlawful unwritten policies and protocols and retaliated against Plaintiff because she exercised her right of protected speech to disclose conduct by Defendant that she reasonably believed violated law. Defendant's conduct involved an intentional and definite illegal course or method selected by Defendant from among many lawful alternatives designed to silence whistleblowers who fear retaliation. Defendant's decisions to discriminate and retaliate against Plaintiff because she disclosed conduct by her supervisor that she reasonably believed to be

1 unlawful. Instead of conducting an investigation, Defendant engaged in adverse actions. The
2 close timing between Plaintiff's protected reporting and disclosure activities, exercise of rights
3 and Defendant's adverse actions demonstrates a causal nexus and is evidence of pretext and
4 retaliatory motive prohibited by law. See *Flait v. North American Watch Co.* (1992) 3
5 Cal.App.4th 471, 480.

6 93. Plaintiff's belief that the conduct of Defendant she disclosed violated law was
7 reasonable and in fact did violate the law, including, without limitation, violations of the Cal.
8 Constit. Art. 1, § 1; U.S. Constit. Amend. 1,3,5,9 and 14; Gov't Code §§ 12940(a),(h),(k); Cal.
9 Labor Code §§ 98.6, 232.5(a) and (c) 1102.5(a) and (c), Cal. Bus. & Prof. Code §§ 17200, *et seq.*
10 and 2698, *et seq.* ("PAGA").

11 94. By retaliating against and terminating Plaintiff's employment because she
12 disclosed or Defendant feared she would disclose information about Defendant's unlawful
13 conduct to a government or law enforcement agency, or to a person with authority over her
14 responsible for investigating, discovering or correcting violations of legal non-compliance,
15 Defendant violated Cal. Labor Code § 1102.5(b) and thereby caused injury and damage to
16 Plaintiff.

17 95. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has
18 been directly and legally caused to suffer actual damages including, but not limited to, medical
19 expenses and special damages, loss of earnings and future earning capacity, and other pecuniary
20 loss not presently ascertained. Cal. Labor Code § 1105.

21 96. As a further direct and legal result of the acts and conduct of Defendant, and each
22 of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer
23 emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain,
24 discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently
25 unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all the
26 injuries are reasonably certain to be permanent in character. Cal. Labor Code § 1105.

27 97. In addition to other remedies available, Defendant is liable for a civil penalty not
28 exceeding ten thousand dollars (\$10,000) per employee for each violation of this section to be
awarded to the employee who was retaliated against. Cal. Labor Code § 1102.5(f)(1)

98. Plaintiff is informed and believes and thereon alleges that Defendant and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount according to proof. Cal. Civ. Code §3294.

99. Defendant's violation of Cal. Labor Code § 1102.5(b) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(b), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in the amount of \$100.00 for each aggrieved employee per pay period for the initial violation and \$200.00 per employee per pay period for each subsequent violation. Cal. Labor Code § 2699(f)(2). Plaintiff is further entitled to attorney's fees pursuant to the PAGA for any violation of Labor Code § 1102.5(b), pursuant to Labor Code § 2699(g)(1).

100. Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 1102.5(j).

EIGHTH CAUSE OF ACTION

Retaliation for Refusal to Participate in Conduct Reasonably Believed to Constitute a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(c)

(Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

101. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-100, above.

102. Cal. Labor Code § 1102.5(c) makes it an unlawful employment practice for an employer, or any person acting on behalf of the employer, to retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

1 103. As more fully alleged herein, Defendants, and each of them, implemented and
2 imposed unlawful unwritten policies and protocols and retaliated against Plaintiff because she
3 exercised her right of protected speech to refuse to participate in employer activities that she
4 reasonably believed violated law. Defendant's conduct involved an intentional and definite
5 illegal course or method selected by Defendant from among many lawful alternatives designed to
6 silence whistleblowers who fear retaliation. Defendant's decisions to discriminate and retaliate
7 against Plaintiff because she refused to participate in conduct by her supervisor that she
8 reasonably believed to be unlawful. Instead of conducting an investigation, Defendant engaged
9 in adverse actions. The close timing between Plaintiff's protected opposition and refusal to
10 participate in the conduct believed to be unlawful and Defendant's adverse actions demonstrates
11 a causal nexus and is evidence of pretext and retaliatory motive prohibited by law. See *Flait v.*
12 *North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

13 104. Plaintiff's belief that the conduct of Defendant she disclosed violated law was
14 reasonable and in fact did violate the law, including, without limitation, violations of the Cal.
15 Constit. Art. 1, § 1; U.S. Constit. Amend. 1,3,5,9 and 14; Gov't Code §§ 12940(a),(h),(k); Cal.
16 Labor Code §§ 98.6, 232.5(a) and (c) 1102.5(a)-(b), Cal. Bus. & Prof. Code §§ 17200, *et seq.*
17 and 2698, *et seq.* ("PAGA").

18 105. By retaliating against and terminating Plaintiff's employment because she refused
19 to participate in conduct she reasonably believed would result in a violation of state or federal
20 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
21 Defendant violated Cal. Labor Code § 1102.5(c) thereby causing injury and damage to Plaintiff.

22 106. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has
23 been directly and legally caused to suffer actual damages including, but not limited to, medical
24 expenses and special damages, loss of earnings and future earning capacity, and other pecuniary
25 loss not presently ascertained. Cal. Labor Code § 1105.

26 107. As a further direct and legal result of the acts and conduct of Defendant, and each
27 of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer
28 emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain,
discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently

unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character. Cal. Labor Code § 1105.

108. In addition to other remedies available, Defendant is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section to be awarded to the employee who was retaliated against. Cal. Labor Code § 1102.5(f)(1)

109. Plaintiff is informed and believes and thereon alleges that Defendant and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount according to proof. Cal. Civ. Code §3294.

110. Defendant's violation of Cal. Labor Code § 1102.5(c) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(c), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in the amount of \$100.00 for each aggrieved employee per pay period for the initial violation and \$200.00 per employee per pay period for each subsequent violation. Cal. Labor Code § 2699(f)(2). Plaintiff is further entitled to attorney's fees pursuant to the PAGA for any violation of Labor Code § 1102.5(c), pursuant to Labor Code § 2699(g)(1).

111. Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 1102.5(j).

NINTH CAUSE OF ACTION

Contract in Violation of Public Policy Under Cal. Civ. Code § 1668 (Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

112. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-111, above.

113. Cal. Civ. Code § 1668 provides, that "[a]ll contracts which have for their object, directly or indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to

1 the person or property of another, or violation of law, whether willful or negligent, are against
2 the policy of the law.”

3 114. As more fully alleged herein, as a condition of continued employment with
4 Buzzfeed, Plaintiff was required to sign (electronically) a two page “Deal Memo” on page two of
5 the document. The Deal Memo contained an attachment document entitled “Standard Terms and
6 Conditions” (“STC”) following her electronic signature on page two. Paragraph 15 of the STC
7 states as follows:

8 This Agreement shall be governed by the laws of the State of California and Employee’s
9 sole remedy for any breach of this Agreement shall be to seek only actual monetary
10 damages, if any, through confidential, binding arbitration to be conducted in Los
11 Angeles. Employee is expressly not entitled to, and does hereby waive all right to, any
consequential, incidental, speculative and/or punitive damages or any form of equitable
relief whatsoever[.]

12 115. The above arbitration provision is procedurally and substantively unconscionable
13 and unenforceable because an employment agreement may not limit statutorily imposed
14 remedies such as consequential damages, punitive damages, injunctive relief and attorney fees.
15 *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 103. Nor can
16 such a provision be otherwise enforced by severance because unconscionability permeates the
17 provision both procedurally and substantively rendering it a contract of adhesion that violates
18 public policy. *Id.*

19 116. By requiring Plaintiff to agree to an illegal waiver of statutory rights as a
20 condition of continued employment, Plaintiff is entitled to rescind the agreement entirely and
21 unilaterally without Defendant’s consent pursuant to Cal. Civ. Code § 1689(b)(6); and is further
22 entitled to any damages incurred as a result of being forced to consent to an agreement that
23 interferes with Plaintiff’s fundamental civil rights under the California Constit., Art. 1. § 1, U.S.
24 Constitution, Amends. 1, 4, 5, 9 and 14, Gov’t Code §§ 12940, *et seq.*; California Labor Code §§
25 98.6, 232.5(a) and (c), 1102.5(a)-(c), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and Labor Code
26 §§ 2698, *et seq.* (“PAGA”).

27 117. Plaintiff is further entitled to an award of attorney’s fees and costs pursuant to
28 Cal. Code Civ. Proc. § 1021.5, governing “public interest fee awards.” By engaging in violations
of well settled public policies codified in California statutes, Defendant sought to chill the

1 freedom of speech without retribution, for the purpose of avoiding liability to Defendant's sole
 2 benefit. As such, Plaintiff's claims seek to vindicate the important public rights of free speech
 3 and equal protection of the laws which confer a significant benefit on California taxpayers and to
 4 all American citizens. The financial benefit to Plaintiff is far less than to the public at large since
 5 Plaintiff's damages are limited by statute, entitling Plaintiff to an award for reasonable attorney's
 6 fees and costs pursuant to Cal. Code Civ. Proc. § 1021.5.

7 **TENTH CAUSE OF ACTION**

8 **Unfair Business Practices in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*** 9 **(Against Defendants BUZZFEED, INC., a Delaware corporation; and** 10 **DOES 1-100, inclusive)**

11 118. Plaintiff realleges and incorporates by reference, as though fully set forth herein,
 12 each and every allegation set forth in paragraphs 1-117, above.

13 119. Cal. Bus. & Prof. Code § 17200 provides: "As used in this chapter, unfair
 14 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
 15 and unfair, deceptive, untrue or misleading advertising [or] act[.]"

16 120. Defendants, and each of them, are "persons" as defined under Business and
 17 Professions Code § 17021.35. Each of the directors, officers and/or agents of Defendant are
 18 equally responsible for the acts of the others as set forth in Business and Professions Code
 §17095.

19 121. Defendant Buzzfeed is an internet media, news and entertainment company with a
 20 focus on digital media, reality television and tracking viral content. Defendant generates income
 21 through sponsored or branded content advertising in both its productions and on its website,
 22 www.Buzzfeed.com and is therefore a covered entity as defined in Business and Professions
 23 Code §§ 17022 and 17024.

24 122. Defendant's violations of the FEHA, Labor Code, Civil Code and other laws and
 25 regulations as alleged by this complaint constitute unfair, unlawful and fraudulent business
 26 practices as defined by § 17500, including, the policies and acts of retaliation designed to silence
 27 whistleblowers like Plaintiff and any current or former employees who disclosed, opposed or
 28 refused to participate in these unlawful practices, who were subjected to discrimination and

1 retaliation and who sought to managerial corporate malfeasance within the last four years prior to
2 filing this action.

3 123. Defendant's conduct as alleged herein caused actual injury to Plaintiff, in and
4 among other wrongful, statutory and tortious and illegal acts and omissions including violations
5 of the FEHA, the California Labor and Civil Code constitute unfair and unlawful business
6 practices in violation of the Unfair Competition Law, Business & Professions Code § 17200, *et*
7 *seq.*

8 124. Shareholders, owners, directors, officers, managing agents and/or sole proprietors
9 misappropriated and converted to themselves for their individual advantage the unpaid wages
10 and other monies owed to Plaintiff as alleged throughout this complaint.

11 125. As a result of Defendants' unfair business practices, Defendants' have reaped
12 unfair benefits and illegal profits at the expense of Plaintiff, and ultimately to members of the
13 public. Defendant's utilization of such unfair business practices constitutes unfair competition
14 and provides an unfair advantage over Defendant's competitors.

15 126. Defendant's unfair business practices entitle Plaintiff to seek preliminary and
16 permanent injunctive relief, including but not limited to orders that the Defendant account for,
17 disgorge and restore to Plaintiff the compensation unlawfully withheld from her and for which
18 Defendant was unjustly enriched.

19 127. Pursuant to Business and Professions Code § 17203, Plaintiff requests that she be
20 restored in interest and money acquired by Defendant through its unfair and unlawful business
21 practices in violation of Business and Professions Code § 17000 *et seq.* and 17200 *et seq.*

22 128. Plaintiff is informed and believes and thereon alleges that defendants and their
23 managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently,
24 and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper
25 and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
26 rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified
27 the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
28 malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount
according to proof. Cal. Civ. Code § 3294.

Penalties for Violation of Cal. Labor Code §§ 98.6, 232.5(a),(c), 1102.5(a)-(c) Pursuant to the California Private Attorney’s General Act: Cal. Labor Code §§ 2698, *et seq.* (“PAGA”)
(Against Defendants BUZZFEED, INC., a Delaware corporation; and
DOES 1-100, inclusive)

131. Pursuant to the California Private Attorney's General Act of 2004, Cal. Labor Code §§ 2699, *et seq.* ("PAGA"), Plaintiff brings this action for penalties against Defendant on behalf of herself and all other current and former employees who have been similarly aggrieved, employed in California one year before Plaintiff filed the Notice of PAGA Complaint on November 21, 2024 to present who (1) have been retaliated against for making complaints arising under the Labor Code (§ 98.6); (2) who have been subjected to an unlawful policy or procedure imposed to silence whistleblowers (§§ 1102.5(a) and 232.5(a)); and (3) who have been retaliated against for engaging in protected reporting activities or because they refused to participate in conduct reasonably believed to violate state or federal law (§§ 1102.5(b)-(c)).

133. The LWDA did not respond to Plaintiff's Notice of PAGA Complaint within 60 days of filing and service and therefore Plaintiff timely exhausted her administrative remedies prior to filing Plaintiff's claim for PAGA penalties in Court.

134. Plaintiff is therefore entitled to penalties on behalf of herself and on behalf of all similarly aggrieved current and former employees of Defendant that were employed in California four years before the date this action was filed to the present, pursuant to Cal. Labor Code §§ 2698, *et seq.*

135. As a result of the foresaid violations, Plaintiff and all employees similarly aggrieved are entitled to civil penalty up to \$10,000 against Defendant per employee for each violation of Cal. Labor Code § 98.6 under § 2699(f); and, are further entitled to recover penalties for violations of §§ 232.5 (a) and (c) and 1102.5(a)-(c) pursuant to the default penalty formula afforded by Labor Code § 2699.3(f)(2), providing for a penalty of \$100 for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

136. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 2699(g)(1).

TWELFTH CAUSE OF ACTION

Wrongful Constructive Termination in Violation of Public Policy (Against Defendants BUZZFEED, INC., a Delaware corporation; and DOES 1-100, inclusive)

137. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-136, above.

138. As more fully alleged herein, at all times during her employment with Defendant, Plaintiff fully performed her job duties. Thus, defendants' decisions to discriminate, retaliate and constructively terminate Plaintiff's employment was substantially motivated in whole or part by Plaintiff's protected reporting and opposition activities regarding conduct she reasonably believed to be unlawful.

139. By reason of the aforementioned conduct and circumstances, Defendants, and each of them, violated the fundamental public policies of the State of California, as set forth in the Constit. Art. 1, § 1; U.S. Constit. Amend. 1, 3, 5, 9 & 14; Cal. Gov't Code §§ 12651(a)(1), 12940(a),(h),(k), Cal. Labor Code §§ 98.6, 232.5(a),(c), 1102.5(a)-(c), Cal. Bus. & Prof. Code §§ 17200, *et seq.*, which mandate, *inter alia.*, that employees be free from unlawful discrimination, retaliation, coercion, intimidation, denial of rights, corporate malfeasance and unfair business

1 practices. Under these statutory provisions, Plaintiff has a right to be free of workplace
2 discrimination and retaliation.

3 140. As further alleged herein, the aforementioned discrimination and retaliation of
4 Plaintiff and the endeavor to cover up managerial corporate malfeasance was a substantial
5 motivating reason for Plaintiff's wrongful constructive termination that has resulted in damage
6 and injury to Plaintiff. Therefore, defendants' acts against Plaintiff were in direct contravention
7 of the public policies of the State of California and the United States that seek to protect
8 employees from discrimination, harassment, retaliation and violence or the threat of violence.

9 141. Plaintiff is informed and believes and thereon alleges that any other reasons
10 proffered by Defendants were and are pretextual in nature.

11 142. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has
12 been directly and legally caused Plaintiff to suffer actual damages including, but not limited to,
13 loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

14 143. As a further direct and legal result of the acts and conduct of defendants, and each
15 of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer severe
16 emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discom-
17 fort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to
18 Plaintiff, but she is informed and believes and thereon alleges that some if not all of the injuries
are reasonably certain to be permanent in character.

19 144. Plaintiff is informed and believes and thereon alleges that defendants and their
20 managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently,
21 and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper
22 and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's
23 rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified
24 the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or
25 malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount
26 according to proof. Cal. Civ. Code § 3294.

27 145. By engaging in violations of well settled public policies codified in California
28 statutes, defendant sought to chill the freedom of speech without retribution, for the purpose of
avoiding liability to defendant's sole benefit. As such, Plaintiff's claims seek to vindicate the

important public rights of free speech and equal protection of the laws which confer a significant benefit on California taxpayers and all American citizens. The financial benefit to Plaintiff is far less than to the public at large since Plaintiff's damages are limited by statute. Based thereon, Plaintiff is entitled to reasonable attorney's fees pursuant to Cal. Code Civ. Proc. § 1021.5.

THIRTEENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against Defendants BUZZFEED, INC., a Delaware corporation; LINDSAY WEBSTER, an individual; and DOES 1-100, inclusive)

146. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-145, above.

147. As more fully set forth herein, Defendants, and each of them acting in the course and scope of their employment, engaged in extreme and outrageous conduct towards Plaintiff with the intention to cause, or with reckless disregard for the probability of causing, her to suffer emotional distress, and with wanton and reckless disregard for the injurious result to Plaintiff. As set forth in detail under "Facts Common to All Causes of Action," Defendants deprived Plaintiff of her civil rights under law. Defendants' conduct is extreme and outrageous by any measure. Retaliation, in all forms constitutes malicious and despicable conduct as a matter of law.

148. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been directly and legally caused Plaintiff to suffer actual damages including, but not limited to, medical expenses, loss of earnings and future earning capacity, costs of suit, and other pecuniary loss not presently ascertained.

149. As a further direct and legal result of the acts and conduct of Defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff but she is informed and believes and thereon alleges that some if not all the injuries are reason-ably certain to be permanent in character.

150. As a further proximate result of the acts of Defendants and each of them, Plaintiff has been damaged in that she has been required to expend money and to incur obligations and

may continue to do so in the future to expend money and incur obligations, for treatment and/or medication reasonably required in the relief of the injuries herein alleged.

151. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code §3294.

CLAIM FOR DAMAGES

WHEREFORE, the Plaintiff, on behalf of herself prays as follows:

1. That the Plaintiff be awarded all costs and litigation expenses incurred in bring this action;
2. For reasonable attorneys' fees and costs incurred in bringing this action as follows:
 - a. For Plaintiff's First through Third a Causes of Action pursuant to Cal. Gov't Code § 12965(b);
 - b. For Plaintiff's Fourth through Eighth and Eleventh Causes of Action pursuant to Cal. Labor Code 2699(g)(1);
 - c. For Plaintiff's Sixth through Eighth Causes of Action pursuant to Cal. Labor Code § 1102.5(j);
 - d. For Plaintiff's Ninth, Tenth and Twelfth Causes of Action pursuant to Cal. Code Civ. Proc. § 1021.5;
3. For penalties pursuant to Cal. Labor Code §§ 98.6(b)(3), 2699(f)(2);
4. For an award of prejudgment and post judgment interest;
5. For injunctive and equitable relief;
6. For general damages, according to proof;

///

LAW OFFICE OF PEGGY A. FARRELL ^{APC}

DocuSigned by:
Peggy A. Farrell
By: 6DA9E84F12B14EA...
Peggy A. Farrell
Attorney for Plaintiff BECKY VU

DEMAND FOR JURY TRIAL

Plaintiff, BECKY VU, hereby demands a trial by jury.

Dated: January 19, 2025

LAW OFFICE OF PEGGY A. FARRELL ^{APC}

DocuSigned by:

By: *Peggy A. Farrell*
6DA9E84F12B14FA
Peggy A. Farrell
Attorney for Plaintiff BECKY VU