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**FEB 13 2018**

*Sherril R. Carter, Executive Officer/Clerk  
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behalf of all others similarly situated, and the general  
public

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

**BC 693688**

ELIZABETH ROSE, an Individual, on behalf  
of herself and all others similarly situated

Case No.

Plaintiffs,

**CLASS ACTION AND COLLECTIVE  
ACTION COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF:**

v.

VICE MEDIA INC., a Delaware corporation,  
VICE MEDIA LLC, a Delaware limited  
liability corporation, and DOES 1 through  
100, inclusive

1. VIOLATION OF CALIFORNIA  
EQUAL PAY ACT (California  
Equal Pay Act, as amended by  
the Fair Pay Act, Cal. Lab. Code  
§ 1197.5);

Defendants.

2. VIOLATION OF NEW YORK  
STATE EQUAL PAY ACT (New  
York State Equal Pay Act, as  
amended by the Achieve Pay  
Equity Law; N.Y. Lab. L. § 194);

3. VIOLATION OF FEDERAL  
EQUAL PAY ACT (Fair Labor  
Standards Act of 1938, as  
amended by the Equal Pay Act  
of 1963, 29 U.S.C. § 206(d));

**FAXED**

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**4. UNFAIR BUSINESS PRACTICES  
(Cal. Bus. and Prof. Code §§  
17200, et seq.)**

**DEMAND FOR JURY TRIAL**

Plaintiff ELIZABETH ROSE ("Plaintiff"), as an individual and on behalf of herself, all others similarly situated, and the general public, complains and alleges on information and belief the following against VICE MEDIA INC., VICE MEDIA LLC, and DOES 1-100 (collectively "Defendants" or "Vice Media"):

**INTRODUCTION**

1. This case arises out of Defendants' systematic, company-wide, unlawful treatment of Plaintiff and hundreds of similarly situated employees in violation of the California Equal Pay Act, the New York Equal Pay Act, the Federal Equal Pay Act of 1963, and California's Unfair Compensation Law (Business and Professions Code Section 17200, *et seq.* ["UCL"]). In a statement to all global staff of Vice Media on December 23, 2017, Vice Media founders Shane Smith and Suroosh Alvi admitted: "Listening to our employees over the past year, the truth is inescapable: **from the top down, we have failed as a company to create a safe and inclusive workplace where everyone, especially women, can feel respected and thrive.**"

2. Defendants Vice Media Inc. and Vice Media LLC are Delaware corporations based in Los Angeles, California and Brooklyn, New York that operate as a digital media and broadcasting company. Defendants create, edit, and produce youth-focused media and content for various platforms, including for their online digital publications, channels, web series, television network, and HBO television series. Plaintiff was employed by Defendants as a channel manager and project manager, where she worked on creating and producing content for Vice Media.

3. Plaintiff and members of the proposed Classes (defined in detail below) are female employees who were/are employed by Defendants in California and/or New York.

1 Defendants' female employees face discrimination in pay, promotions, and other  
2 unequal opportunities in the terms and conditions of their employment. Through formal  
3 policies and widespread practices, Defendants' male leadership interferes with, limits, or  
4 prevents female employees from receiving equal pay for equal or substantially similar  
5 work compared to their male counterparts.

6 4. This action alleges that Defendants have violated California Business and  
7 Professions Code § 17200, *et seq.*, based on their violations of the California Equal Pay  
8 Act, as amended by the California Fair Pay Act, Cal. Lab. Code § 1197.5, *et seq.* and  
9 the California Equal Pay Act, Cal. Lab. Code § 1197.5 (West 2015) (amended 2015).  
10 This action further alleges that Defendants have violated the New York State Equal Pay  
11 Act, as amended by the Achieve Pay Equity Law, N.Y. Lab. L. § 194, *et seq.*, and the  
12 New York State Equal Pay Act, N.Y. Lab. L. § 194 (McKinney 2015) (amended 2015).

13 5. The violations described in this lawsuit entitle Plaintiff and members of the  
14 proposed Classes to the balance of the difference between the wages, including interest  
15 thereon, and an equal or triple amount as liquidated damages, together with the costs of  
16 the suit and reasonable attorneys' fees.

17 6. In addition, Plaintiff sues on behalf of herself and other similarly situated  
18 employees who worked for Defendants and who elect to opt into this action pursuant to  
19 the Federal Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.*, specifically, the  
20 collective action provision of the FLSA, 29 U.S.C. § 216(b). This action claims that  
21 Defendants have violated the Equal Pay Act of 1963 of the FLSA by depriving Plaintiff,  
22 as well as others similarly situated to Plaintiff who are members of the FLSA Class  
23 (defined below), of their lawful wages in the form of unpaid wages resulting from an  
24 unlawful wage rate differential. This action seeks all unpaid compensation, an equal  
25 amount of liquidated damages and/or prejudgment interest, and attorneys' fees and  
26 costs pursuant to 29 U.S.C. § 216(b). Plaintiff's action seeks monetary damages,  
27 including full restitution from Defendants as a result of Defendants' unlawful, fraudulent  
28 and/or unfair business practices.



1 Labor Code, who directly or indirectly, or through an agent or any other person, employs  
2 or exercises control over the wages, hours, or working conditions of any person."  
3 Pursuant to 29 U.S.C. § 203(d), the definition of "employer" under the Federal Labor  
4 Standards Act "includes any person acting directly or indirectly in the interest of an  
5 employer in relation to an employee". Pursuant to New York State Labor Law § 190, the  
6 New York State Labor Law defines "employer" as "any person, corporation, limited  
7 liability company, or association employing any individual in any occupation, industry,  
8 trade, business or service." At all relevant times, Defendants were and are employers  
9 covered under the California Labor Code, FLSA, and New York State Labor Law.

10 12. The true names and capacities of Defendants named as Does 1-100,  
11 inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff,  
12 who therefore sues such Defendants by such fictitious names. Plaintiff will amend this  
13 Complaint to show true names and capacities when they have been determined.  
14 Plaintiff is informed, believes, and, on that basis, alleges, that each of the fictitiously  
15 named Defendants is responsible in some manner for the occurrences alleged in this  
16 Complaint and that Plaintiff's damages as alleged were legally caused by such  
17 Defendants. Plaintiff is further informed and believes that, at all times mentioned, each  
18 of such Defendants was the agent, servant, employee, or representative of each of the  
19 remaining Defendants and was at all times acting within the scope of such agency or  
20 employment. Plaintiff also alleges that the Defendants constituted an "integrated  
21 enterprise" and "integrated employers" with interrelated operations, common  
22 management, centralized control of labor relations, and common ownership and/or  
23 financial controls. Plaintiff alleges that Defendants were, at all relevant times, the alter  
24 egos and/or the agents of each other. Wherever reference is made to Defendants  
25 herein, it is intended to include all of the named Defendants as well as the Doe  
26 defendants. Each of the fictitiously named Doe defendants is responsible for the  
27 occurrences herein alleged and proximately caused Plaintiff damages.

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1 **CLASS ACTION ALLEGATIONS**

2 13. Plaintiff brings this action on behalf of herself and all others similarly  
3 situated as a class action pursuant to California Code of Civil Procedure § 382, on behalf  
4 of the following classes. The classes that Plaintiff seeks to represent are composed of  
5 and defined as follows:

6 a. **CEPA Class: All female employees who work(ed) for Defendants**  
7 **in California at any time within three (3) years prior to the filing of**  
8 **this Complaint until the final judgment (referred to as the "CEPA**  
9 **Class");**

10 b. In addition, Plaintiff also proposes the following CEPA subclass:

11 i. **CEPA Non-Willful Subclass: All female employees who**  
12 **work(ed) for Defendants in California at any time within two**  
13 **(2) years prior to the filing of this Complaint until the final**  
14 **judgment (referred to as the "CEPA Non-Willful Subclass");**

15 c. **NYSEPA Class: All female employees who work(ed) for**  
16 **Defendants in New York at any time within six (6) years prior to the**  
17 **filing of this Complaint until the final judgment (referred to as the**  
18 **"NYSEPA Class").**

19 14. The members of the CEPA Class and NYSEPA Class (collectively,  
20 "Plaintiff Classes") are so numerous that joinder of all members would be unfeasible and  
21 impracticable. The membership of the CEPA Class is greater than 100 individuals and  
22 the membership of the NYSEPA Class is greater than 600 individuals, but the identity of  
23 such membership is readily ascertainable via inspection of the personnel records and  
24 other documents maintained by Defendants.

25 15. There are common questions of law and fact as to members of the Plaintiff  
26 Classes which predominate over questions affecting only individual members, including,  
27 without limitation:

28 A. Whether Defendants denied Plaintiff and members of the Plaintiff

1 Classes equal wages for the same or substantially similar work to which they are  
2 entitled pursuant to the California Equal Pay Act or the New York State Equal Pay  
3 Act;

4 B. Whether Defendants' failure to compensate female employees at a  
5 level commensurate with comparable male employees was willful within the  
6 meaning of the California Equal Pay Act or the New York State Equal Pay Act;

7 C. Whether Defendants engaged in unfair business practices under  
8 Section 17200, et seq., of the California Business and Professions Code;

9 D. The effect upon and the extent of damages suffered by members of  
10 the Plaintiff Classes and the appropriate amount of compensation.

11 16. The claims Plaintiff pleads as class action claims and the relief she seeks  
12 are typical of the claims and relief necessary to remedy the claims of all members of the  
13 Plaintiff Classes as they arise out of the same course of conduct and are predicated on  
14 the same violation(s) of the law. Plaintiff, as a representative party, will fairly and  
15 adequately protect the interests of the classes by vigorously pursuing this suit through  
16 her attorneys who are skilled and experienced in handling matters of this type.

17 17. Plaintiff, on behalf of herself and as Class Representative for the Plaintiff  
18 Classes, seeks the following relief for her individual claims and for those of the members  
19 of the proposed Classes: (a) a declaratory judgment that Defendants have engaged in  
20 systemic gender discrimination against the Classes by paying female employees less  
21 than their male counterparts for equal or substantially similar work; (b) a permanent  
22 injunction against such continuing discriminatory pay practices, policies, and procedures;  
23 (c) injunctive relief that effectuates a restructuring of Defendants' compensation and  
24 promotion policies, practices, and procedures; (d) the unpaid balance of wages owed,  
25 plus interest on that amount, (e) liquidated damages; (f) compensatory damages; (g)  
26 attorneys' fees, costs, and expenses; (h) statutory and civil penalties; and (i) other  
27 equitable remedies necessary to make the female employees whole from Defendants'  
28 discrimination.

1           18.    The nature of this action and the nature of the laws available to the Plaintiff  
2 Classes make use of the class action format, a particularly efficient and appropriate  
3 procedure to afford relief to members of the Plaintiff Classes. Further, this case involves  
4 a corporate employer and a large number of individual employees possessing claims  
5 with common issues of law and fact. If each employee were required to file an individual  
6 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage  
7 since they would be able to exploit and overwhelm the limited resources of each  
8 individual Plaintiff with their vastly superior financial and legal resources. Requiring each  
9 class member to pursue an individual remedy would also discourage the assertion of  
10 lawful claims by employees who would be disinclined to pursue an action against their  
11 present and/or former employer for an appreciable and justifiable fear of retaliation and  
12 permanent damage to their careers at present and/or subsequent employment. Proof of  
13 a common business practice or factual pattern, of which the named Plaintiff experienced,  
14 is representative of the Plaintiff Classes and will establish the right of each of the  
15 members of the Plaintiff Classes to recovery on these alleged claims.

16           19.    The prosecution of separate actions by the individual members of the  
17 Plaintiff Classes, even if possible, would create: (a) a substantial risk of inconvenient or  
18 varying verdicts or adjudications with respect to the individual members of the Plaintiff  
19 Classes against the Defendants; and/or (b) legal determinations with respect to the  
20 individual members of the Plaintiff Classes which would, as a practical matter, be  
21 dispositive of the other class members' claims who are not parties to the adjudications  
22 and/or would substantially impair or impede the ability of class members to protect their  
23 interests. Further, the claims of the individual members of the Plaintiff Classes are not  
24 sufficiently large to warrant vigorous individual prosecution considering all of the  
25 associated concomitant costs and expenses. Plaintiff is unaware of any difficulties that  
26 are likely to be encountered in the management of this action that would preclude its  
27 maintenance as a class action.

28    ///



1 **FLSA COLLECTIVE ACTION ALLEGATIONS**

2 20. Plaintiff brings FLSA claims on behalf of the following category of similarly  
3 situated individuals who worked for Defendants:

4 a. **FLSA Class: All female employees who work(ed) at Defendants'**  
5 **Los Angeles and/or Brooklyn offices at any time within three (3)**  
6 **years prior to the filing of this Complaint until the final judgment**  
7 **(referred to as the "FLSA Class");**

8 b. In addition, Plaintiff also proposes the following FLSA subclass:

9 i. **FLSA Non-Willful Subclass: All female employees who**  
10 **work(ed) at Defendants' Los Angeles and/or Brooklyn**  
11 **offices at any time within two (2) years prior to the filing of**  
12 **this Complaint until the final judgment (referred to as the**  
13 **"FLSA Non-Willful Subclass");**

14 21. Defendants are liable under the FLSA for failing to properly compensate  
15 Plaintiff in accordance with the Federal Equal Pay Act, 29 U.S.C. § 206(d), and  
16 therefore, notice should be sent to the members of the FLSA Class. The members of  
17 the FLSA Class would benefit from issuance of a court supervised Notice of the present  
18 lawsuit and the opportunity to join in the present lawsuit. Members of the FLSA Class  
19 are known to Defendants, are readily ascertainable and can be located through  
20 Defendants' records.

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

22 22. Men dominate Vice Media's leadership and management. Based on  
23 Plaintiff's information and belief, compensation decisions at Vice Media are centrally  
24 controlled and decided by male executives and management. Defendants discriminate  
25 against women by permitting their predominantly male leadership to favor men overtly in  
26 pay, promotions, and other opportunities regardless of their qualifications and to  
27 otherwise discriminate against women. Defendants' leadership fosters or condones a  
28 company culture that marginalizes, demeans, and undervalues women. Based on

1 Plaintiff's information and belief, Defendants' widespread discriminatory practices and  
2 policies affect pay and promotion and result in unlawful gender-based wage differentials.

3 23. Defendants are aware of Vice Media's inequitable pay, promotion, job  
4 assignments, and other practices, as admitted in Defendants' December 23, 2017  
5 statement by Vice Media founders Shane Smith and Suroosh Alvi to all global staff  
6 acknowledging widespread claims of gender-based disparate treatment in employment  
7 and "the detrimental 'boy's club' culture that fostered inappropriate behavior that  
8 permeated throughout the company." As one of Defendants' goals, founders Smith and  
9 Alvi included: "Pay Parity: We have committed to pay parity by the end of 2018...."

10 24. These problems affecting pay and promotion are systemic and company-  
11 wide. They stem from Defendants' common employment policies, practices, and  
12 procedures, including Defendants' compensation, job assignment, and promotion  
13 policies, practices, and procedures. Such policies, practices, and procedures are not  
14 valid, job-related, or justified by business necessity and all suffer from: a lack of  
15 transparency; inadequate quality standards and controls; insufficient implementation  
16 metrics; and inadequate opportunities for redress or challenge. As a result, female  
17 employees are compensated and promoted within a system that is insufficiently  
18 designed or implemented to consistently, reliably, or equitably manage or reward  
19 employees. These problems affecting pay and promotion also stem from centralized  
20 decision-making by Defendants' predominately male leadership team, which maintains  
21 centralized control over employees' terms and conditions of employment and is  
22 responsible for formulating, reviewing, and approving the acts, policies, and practices  
23 that result in the systemic unlawful disparate treatment and unlawful disparate impact on  
24 female employees in pay, promotion, and assignments.

25 25. Plaintiff and proposed members of the Plaintiff Classes and FLSA Class  
26 are current or former employees of Defendants who work(ed) in Defendants' offices  
27 located in Los Angeles, California and/or Brooklyn, New York.

28 26. Plaintiff was hired by Defendants to work as a project manager and later

1 became a channel manager. Plaintiff first began working out of Defendants' Brooklyn  
2 office in 2014 and later began working out of the Los Angeles office around the  
3 beginning of 2015.

4 27. Defendants employed hundreds of employees to work on written, audio,  
5 and visual content created by and produced by Defendants, and to perform other  
6 services for Defendants.

7 28. Plaintiff worked on Vice Media's collaboration with Live Nation  
8 Entertainment ("Live Nation"). In or around 2015, Vice Media and Live Nation partnered  
9 to launch a joint digital venture to produce music-focused content for a variety of  
10 platforms. As part of her job, Plaintiff received internal memoranda that listed the  
11 salaries of approximately 35 Vice Media employees. Plaintiff learned that she and other  
12 female employees made far less than male employees for the same or substantially  
13 similar work. For example, Plaintiff hired her male subordinate, but she learned that this  
14 male employee earned approximately \$25,000 per year more than her. This male  
15 employee quickly rose through the ranks and was later promoted to a position as  
16 Plaintiff's supervisor by the male executive overseeing the Live Nation joint venture, who  
17 told Plaintiff that the male employee was a "good personality fit" for male clients at Live  
18 Nation.

19 29. After learning about the gender-based compensation disparities, Plaintiff  
20 spoke to other women employed by Defendants, who also confirmed they were paid less  
21 than male counterparts at the company for the same or substantially similar work. For  
22 example, one female employee earned approximately \$50,000 per year, but her male  
23 counterparts doing the same or substantially similar work made an additional \$15,000  
24 per year. When this same female employee was later promoted to the position of  
25 managing editor, Defendants paid her approximately \$15,000 less per year than the  
26 male employee that previously held the managing editor position. In another instance,  
27 when Defendants hired two editors, one based in Brooklyn and the other based in Los  
28 Angeles, the female employee in charge of hiring the editors asked Manager Michael

1 Prommer about the pay differential in compensation offered to the male editor hired for  
2 the Brooklyn office and the female editor hired for the Los Angeles office. When the  
3 employee asked why the female editor was not being offered the same compensation  
4 position as the male editor, Prommer pushed back by stating, "this is how much we can  
5 offer her" and "that's what the budget was."

6 30. Defendants' pay practices violate the California Equal Pay Act, New York  
7 State Equal Pay Act, and Federal Equal Pay Act. Through their common policies,  
8 practices, and procedures, Defendants used: (a) a compensation system that lacks  
9 meaningful or appropriate standards, implementation metrics, quality controls, and  
10 transparency; (b) used that compensation system to compensate female employees less  
11 than similarly-situated male employees; (c) systemically, intentionally, or knowingly  
12 compensated female employees less than similarly-situated male employees; (d)  
13 systematically, intentionally, knowingly, or deliberately sowed an indifference to evidence  
14 of discrimination in pay, promotion, and assignments or otherwise minimized, ignored, or  
15 mishandled evidence of or complaints of gender discrimination in pay, promotion, and  
16 assignment; and (e) otherwise discriminated against female employees in the terms and  
17 conditions of employment.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA EQUAL PAY ACT**

20 (California Equal Pay Act, as amended by the California Fair Pay Act, Cal. Lab. Code  
21 § 1197.5, *et seq.*; California Equal Pay Act, Cal. Lab. Code § 1197.5 (West 2015)  
22 (amended 2015))

23 (On behalf of Plaintiff, in her individual and representative capacities, and the CEPA  
24 Class)

25 31. Plaintiff repeats, realleges, and incorporates by reference the allegations  
26 contained in all previous paragraphs as though fully set forth at length herein.

27 32. Defendants have discriminated against the Plaintiff and all members of the  
28 CEPA Class in violation of the California Equal Pay Act, Cal. Lab. Code § 1197.5 (West

1 2015) (amended 2015). Defendants have paid Plaintiff and members of the CEPA Class  
2 less than similarly-situated male employees in the same establishment performing equal  
3 work on jobs the performance of which requires equal skill, effort, and responsibility, and  
4 which are performed under similar working conditions.

5 33. Defendants have discriminated against the Plaintiff and all members of the  
6 CEPA Class in violation of the California Equal Pay Act, as amended by the California  
7 Fair Pay Act, Cal. Lab. Code § 1197.5, *et seq.* Defendants have paid Plaintiff and  
8 members of the CEPA Class less than similarly-situated male employees performing  
9 substantially similar work, when viewed as a composite of skill, effort, and responsibility,  
10 and performed under similar working conditions.

11 34. Defendants have subjected the Plaintiff and members of the CEPA Class  
12 to common discriminatory pay policies, including, but not limited to: a discriminatory  
13 system of determining compensation; a discriminatory system for promotions, which  
14 results in employees performing the same tasks receiving different compensation; and  
15 other forms of discrimination affecting pay.

16 35. The differential in pay between male and female employees was not due to  
17 seniority, merit, the quantity or quality of production, or a bona fide factor other than sex,  
18 such as education, training, or experience, but was due to gender. In the alternative, to  
19 the extent that Defendants relied upon one or more of these factors, said factor(s) were  
20 not reasonably applied and did/do not account for the entire wage differential.

21 36. Plaintiff is informed and believes and alleges that Defendants caused,  
22 attempted to cause, contributed to, or caused the continuation of, wage rate  
23 discrimination based on sex. Moreover, the foregoing conduct constitutes a willful  
24 violation of the California Equal Pay Act, Cal. Lab. Code § 1197.5, (West 2015)  
25 (amended 2015), and California Equal Pay Act, as amended by the California Fair Pay  
26 Act, Cal. Lab. Code § 1197.5, *et seq.* Therefore, a three-year statute of limitations  
27 applies to such violations, pursuant to California Equal Pay Act, Cal. Lab. Code  
28 § 1197.5(h) (West 2015) (amended 2015), and California Equal Pay Act, as amended by

1 the California Fair Pay Act, Cal. Lab. Code § 1197.5(h).

2 37. As a proximate cause of these aforementioned violations, Plaintiff and  
3 members of the CEPA Class have been damaged in an amount according to proof at the  
4 time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and  
5 members of the CEPA Class are entitled to recover the unpaid balance of wages owed,  
6 plus interest on that amount, an equal amount as liquidated damages, all penalties,  
7 reasonable attorneys' fees, and costs of suit pursuant to California Labor Code  
8 §§ 1197.5(g) and (h), as well as any other legal and equitable relief the Court deems just  
9 and proper, including injunctive relief that effectuates a restructuring of Defendants'  
10 compensation and promotion policies, practices, and procedures and a permanent  
11 injunction against such continuing discriminatory pay practices and policies in violation of  
12 the California Equal Pay Act.

13 **SECOND CAUSE OF ACTION**

14 **VIOLATION OF NEW YORK STATE EQUAL PAY ACT**

15 (New York State Equal Pay Act, as amended by the New York Achieve Pay Equity Law,  
16 N.Y. Lab. L. § 194, *et seq.*; New York State Equal Pay Act, N.Y. Lab. L. § 194 (McKinney  
17 2015) (amended 2015));

18 (On behalf of Plaintiff, in her individual and representative capacities, and the NYSEPA  
19 Class)

20 38. Plaintiff repeats, realleges, and incorporates by reference the allegations  
21 contained in all previous paragraphs as though fully set forth at length herein.

22 39. Defendants have discriminated against the Plaintiff and all members of the  
23 NYSEPA Class in violation of the New York State Equal Pay Act, N.Y. Lab. L. § 194  
24 (McKinney 2015) (amended 2015). Defendants have paid Plaintiff and members of the  
25 NYSEPA Class less than similarly-situated male employees in the same establishment  
26 performing equal work on jobs the performance of which requires equal skill, effort, and  
27 responsibility, and which are performed under similar working conditions.

28 40. Defendants have discriminated against the Plaintiff and all members of the

1 NYSEPA Class in violation of the New York State Equal Pay Act, as amended by the  
2 New York Achieve Pay Equity Law, N.Y. Lab. L. § 194, *et seq.* Defendants have paid  
3 Plaintiff and members of the NYSEPA Class less than similarly-situated male employees  
4 at Defendants' workplaces located in the same geographical region, no larger than a  
5 county, performing equal work on jobs the performance of which requires equal skill,  
6 effort, and responsibility, and which are performed under similar working conditions.

7 41. Defendants have subjected the Plaintiff and members of the NYSEPA  
8 Class to common discriminatory pay policies, including, but not limited to: a  
9 discriminatory system of determining compensation; a discriminatory system for  
10 promotions, which results in employees performing the same tasks receiving different  
11 compensation; and other forms of discrimination affecting pay.

12 42. The differential in pay between male and female employees was not due to  
13 seniority, merit, the quantity or quality of production, or a bona fide factor other than sex,  
14 such as education, training, or experience, but was due to gender. In the alternative, to  
15 the extent that Defendants relied upon one or more of these factors, said factor(s) were  
16 not reasonably applied and did/do not account for the entire wage differential.

17 43. Plaintiff is informed and believes and alleges that Defendants caused,  
18 attempted to cause, contributed to, or caused the continuation of, wage rate  
19 discrimination based on sex. Defendants used a particular employment practice that  
20 causes a disparate impact on the basis of sex; there exists alternative employment  
21 practice(s) that would serve the same business purpose and not produce such  
22 differential; and Defendants have refused to adopt such alternative practice(s).

23 44. Moreover, the foregoing conduct constitutes a willful violation of the New  
24 York State Equal Pay Act, N.Y. Lab. L. § 194 (McKinney 2015) (amended 2015), and the  
25 New York State Equal Pay Act, as amended by the Achieve Pay Equity Law, N.Y. Lab.  
26 L. § 194, *et seq.*, and Defendants cannot prove a good faith basis to believe that their  
27 underpayment of wages was in compliance with the law. Therefore, Plaintiff and  
28 members of the NYSEPA Class are entitled to recover liquidated damages in an

1 additional amount equal to one hundred percent (100%) of the total amount of the wages  
2 found to be due, pursuant to New York State Equal Pay Act, N.Y. Lab. L. § 198(1-a)  
3 (McKinney 2015) (amended 2015), and/or an additional amount up to three hundred  
4 percent (300%) of the total amount of wages found to be due, pursuant to the New York  
5 State Equal Pay Act, as amended by the Achieve Pay Equity Law, N.Y. Lab. L. §§ 194  
6 and 198.

7 45. As a proximate cause of these aforementioned violations, Plaintiff and  
8 members of the NYSEPA Class have been damaged in an amount according to proof at  
9 the time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiff and  
10 members of the NYSEPA Class are entitled to recover the full amount of any  
11 underpayment, plus interest on that amount, an additional amount as liquidated  
12 damages equal to one hundred percent (100%) or up to three hundred percent (300%)  
13 of the total amount of unpaid wages, all penalties, all reasonable attorney's fees,  
14 ordinary costs, and a reasonable sum not exceeding fifty dollars for expenses which may  
15 be taxed as costs, pursuant to New York Labor Law § 198, as well as any other legal  
16 and equitable relief the Court deems just and proper, including injunctive relief that  
17 effectuates a restructuring of Defendants' compensation and promotion policies,  
18 practices, and procedures and a permanent injunction against such continuing  
19 discriminatory pay practices and policies in violation of the New York State Equal Pay  
20 Act.

21 46. In the event that Plaintiff and members of the NYSEPA Class must enforce  
22 any judgment or court order awarding remedies under New York Labor Law § 198(4),  
23 Plaintiff and members of the NYSEPA Class are also entitled under New York Labor Law  
24 § 198 to collect attorneys' fees and costs incurred in enforcing any court judgment, and if  
25 any amounts remain unpaid upon the expiration of ninety days following issuance of  
26 judgment, or ninety days after expiration of the time to appeal and no appeal is then  
27 pending, whichever is later, the total amount of judgment shall automatically increase by  
28 fifteen percent.







1 practices, and procedures and a permanent injunction against such continuing  
2 discriminatory pay practices and policies in violation of state and federal Equal Pay laws.

3  
4  
5 **PRAYER FOR RELIEF**

6 **WHEREFORE, PLAINTIFF prays for relief as follows:**

7 1. That the Court determines Causes of Action 1, 2, and 4 may be  
8 maintained as a class action and Cause of Action 3 may be maintained as  
9 a collective action;

10 2. Declare that Defendants' compensation and promotion policies,  
11 practices, and/or procedures challenged herein are illegal and in violation  
12 of the rights of the Plaintiff, members of the Plaintiff Classes, and members  
13 of the collective action;

14 3. Issue a permanent injunction against Defendants and Defendants'  
15 officers, trustees, owners, employees, agents, attorneys, successors,  
16 assigns, representatives, and any and all persons acting in concert with  
17 them from engaging in any conduct violating the rights of the Plaintiff,  
18 members of the Plaintiff Classes, members of the collective action, and  
19 order such injunctive relief as will prevent Defendants from continuing their  
20 discriminatory pay practices and from engaging in any further unlawful  
21 gender discrimination in pay as set forth herein;

22 4. Order Defendants to adjust the wage rates and benefits for the  
23 Plaintiff, members of the Plaintiff Classes, and members of the collective  
24 action to the level that they would be enjoying but for Defendants'  
25 discriminatory pay policies, practices, and/or procedures;

26 5. Award liquidated and compensatory damages to Plaintiff and  
27 members of the Plaintiff Classes;

28 6. Award penalties available under applicable laws;

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7. Order Defendants to make whole the Plaintiff, members of the Plaintiff Classes, and members of the collective action by providing them with any other monetary and affirmative relief;

8. Award litigation costs and expenses, including, but not limited to, reasonable attorneys' fees, to the Plaintiff, members of the Plaintiff Classes, and members of the collective action, including those available under California Labor Code §§ 1197.5 (g) and (h) and New York Labor Law § 198;

9. Award Plaintiff, members of the Plaintiff Classes, and members of the collective action all pre-judgment interest and post-judgment interest available under law;

10. Award Plaintiff, members of the Plaintiff Classes, and members of the collective action any other appropriate equitable relief;

11. Order that this Court retain jurisdiction of this action until such time as the Court is satisfied that Defendants have remedied the practices complained of herein and are determined to be in full compliance with the law; and

12. Award additional and further relief as this Court may deem just and proper.

DATED: February 12, 2018

ALEXANDER, KRAKOW + GLICK LLP



MICHAEL S. MORRISON

JESSICA S. CHOI

Attorneys for Plaintiff ELIZABETH ROSE,  
individually, on behalf of all others similarly situated,  
and the general public

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: February 12, 2018      ALEXANDER, KRAKOW + GLICK LLP



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MICHAEL S. MORRISON

JESSICA S. CHOI

Attorneys for Plaintiff ELIZABETH ROSE,  
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