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8  
9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11  
12 AMANDA WHITE, an individual;  
13 Plaintiff,

14 v.

15 CASEY AFFLECK, an individual; FLEMMY  
16 PRODUCTIONS, LLC, a California limited  
liability company; and DOES 1 through 10,  
17 inclusive,

18 Defendants.  
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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUL 23 2010

John A. Clarke, Executive Officer/Clerk  
By Amber Lafleur-Clayton Deputy  
AMBER LAFLEUR-CLAYTON

015 Richard Frum

BC442321

CASE NO. \_\_\_\_\_

**COMPLAINT FOR:**

- (1) SEXUAL HARASSMENT
- (2) RETALIATION
- (3) FAILURE TO PREVENT HARASSMENT/RETALIATION
- (4) CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY
- (5) BREACH OF ORAL CONTRACT
- (6) UNJUST ENRICHMENT
- (7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- (8) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**DEMAND FOR JURY TRIAL**

CIT/CASE: BC442321 LEA/DEF#:  
RECEIPT #: CCHS03057134  
DATE PAID: 07/23/10 04:23:43 PM  
PAYMENT: \$355.00 0310  
RECEIVED:  
CHECK: 355.00  
CASH:  
CHANGE:  
CARD:

1 Plaintiff Amanda White ("Plaintiff") alleges claims against Defendants Flemmy Productions,  
2 LLC ("Flemmy") and Casey Affleck ("Affleck" and collectively with Flemmy, "Defendants") and  
3 DOES 1 through 10 as follows:

4 **INTRODUCTION**

5 1. With this action, Plaintiff seeks to recover compensatory and punitive damages  
6 relating to Affleck's repeated and willful acts of sexual harassment and retaliation, as well as  
7 numerous other violations of Government Code section 12940 *et seq.* (the California Fair  
8 Employment and Housing Act ("FEHA")), constructive discharge, unjust enrichment, failure to  
9 prevent harassment, infliction of emotional distress and breach of a production agreement.

10 2. Plaintiff is a producer with years of experience working on feature films and other  
11 motion picture projects. In December 2008, she entered into an agreement to serve as a Producer on  
12 an untitled documentary project headed by Affleck and Flemmy (the "Project"). The Project focuses  
13 on the efforts of actor Joaquin Phoenix ("Phoenix") to restyle his career as an entertainer and give up  
14 acting to become established as a performer of rap music. On information and belief, the  
15 distribution rights were recently sold and the film received the title: "I'm Still Here: The Lost Year  
16 of Joaquin Phoenix."

17 3. During the course of the Project, Plaintiff was subjected to repeated incidents of  
18 offensive conduct because she is a woman. Plaintiff was forced to endure uninvited and unwelcome  
19 sexual advances in the workplace. On one occasion, Affleck instructed a crew member to take off  
20 his pants in order to show Plaintiff his penis, even after Plaintiff objected. Affleck repeatedly  
21 referred to women as "cows"; he discussed his sexual exploits and those of other celebrities that he  
22 allegedly witnessed; and asked Plaintiff, after learning her age, "Isn't it about time you get  
23 pregnant?" Affleck inappropriately suggested that Plaintiff and a male crew member have a baby  
24 together. Plaintiff was prevented from going to her bedroom, during shooting in Costa Rica, because  
25 Affleck and Phoenix locked themselves in her bedroom with two women. Affleck also attempted to  
26 manipulate Plaintiff into staying in a hotel room with him, and when she resisted, he grabbed her in a  
27 hostile manner in an effort to intimidate her into complying.



**JURISDICTION AND VENUE**

10. The Superior Court for the State of California in the County of Los Angeles is the proper jurisdiction and venue for this action because a substantial portion of the acts giving rise to Defendant's liability occurred in the County of Los Angeles.

11. Plaintiff has exhausted her administrative remedies. On or about July 16, 2010, Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH") against Defendants in regard to the incidents of unlawful discrimination/harassment, retaliation and constructive discharge alleged in this Complaint. A copy of the right to sue letter issued by the DFEH is attached hereto as Exhibit A.

**FACTUAL BACKGROUND**

**THE PRODUCER AGREEMENT**

12. In December 2008, Defendants hired Plaintiff to work as a producer on the Project. The Project is a documentary following actor Joaquin Phoenix over the course of a year and focusing on Phoenix's stated ambition to give up acting and establish a new career as a performer of rap music.

13. At the time she was hired, Plaintiff and Affleck had known each other for approximately 10 years and had worked on projects together in the past. Affleck was the Director and a Producer of the Project. Affleck told Plaintiff that he needed help producing the Project and asked her if she could start work right away.

14. On or about December 21, 2008, the parties entered into an oral producer agreement. Under the terms of the producer agreement, Affleck agreed to pay Plaintiff a producer's fee of \$50,000 due and payable once the Project was sold to a distributor. On behalf of Flemmy, Affleck also agreed that Plaintiff would receive a producer credit on the film.

15. In exchange for the agreed compensation and other terms, Plaintiff agreed to produce several key scenes for the Project (in Miami and Las Vegas) and source stock footage of Miami, Los Angeles and New York so that it could easily be obtained for use in post-production. Plaintiff agreed to the limited producer's fee of \$50,000 because she understood the scope of her duties as Producer would be relatively narrow.

1           16. In reliance upon the agreed terms of the producer agreement, Plaintiff cleared her  
2 schedule to begin work on the Project. Plaintiff understood that the parties' producer agreement  
3 would be reduced to writing, but that she was needed on the Project immediately.

4 **THE EARLY PHASES OF PRODUCTION**

5           17. Plaintiff began working on the Project within days of agreeing to the terms of the  
6 producer agreement with Affleck. Plaintiff produced a key shoot involving a well-known celebrity  
7 and rap artist that occurred on December 29, 2008 in Miami, Florida.

8           18. In January 2009, Plaintiff was asked to renegotiate an agreement with the Director of  
9 Photography, Magdalena Gorka ("Gorka"), who had previously left the Project. Affleck told  
10 Plaintiff that he wanted to rehire Gorka. The original agreement between Defendants and Gorka had  
11 been negotiated by a producer who left the Project before Plaintiff came on as Producer. Plaintiff  
12 contacted Gorka's agent and renegotiated the terms of her compensation.

13           19. On information and belief, Gorka had been subjected to uninvited sexual harassment  
14 during her work on the Project, and she resigned as a direct result of the sexual harassment she had  
15 been forced to endure. Indeed, Affleck later admitted to Plaintiff that he had climbed into bed with  
16 Gorka while she was sleeping when they were on location in New York. Gorka agreed to resume  
17 work on the Project because Gorka believed that Plaintiff's involvement as Producer would result in  
18 a safer work environment.

19           20. It soon became apparent that Plaintiff's role as Producer would be much broader than  
20 first suggested by Affleck when they reached an agreement regarding Plaintiff's compensation.  
21 Within weeks of joining the Project, Plaintiff was left to produce whole scenes without Affleck. In  
22 January 2009, Plaintiff produced a scene involving Phoenix at Trinity Baptist Church in Los  
23 Angeles. Affleck did not appear for the shoot or give Plaintiff advance notice of his absence.

24           21. After the Trinity shoot, Plaintiff met with the attorneys working on the Project, David  
25 Weber ("Weber") and AJ Brandenstein ("Brandenstein"). Weber and Brandenstein told Plaintiff  
26 that she would be the "adult" on the production. During the meeting, they discussed procedures for  
27 obtaining clearances for individuals involving in scenes for the Project, the terms of release forms,  
28 crew deal memoranda and other key aspects of production.

1           22. Plaintiff learned that a previous producer on the Project had not performed in  
2 accordance with Defendants' expectations and had been terminated from the Project. Plaintiff was  
3 expected to fix many of the problems that were caused by the previous producer's mistakes. This  
4 greatly increased the scope of the work Plaintiff would need to perform as Producer, because she had  
5 not been involved in aspects of the early production and was not given full documentation regarding  
6 the work performed by the previous producer.

7           23. At the end of the meeting, Weber raised the issue of Plaintiff's producer agreement.  
8 Weber mentioned that the parties would need to execute a written agreement. Plaintiff told Weber  
9 that she had discussed payment terms with Affleck but that the scope of the work had changed since  
10 their initial conversation in December 2008. Plaintiff left the meeting expecting to receive a written  
11 producer agreement that was more consistent with the expanded scope of her duties as Producer.

#### 12 THE LAS VEGAS SHOOT

13           24. The production was scheduled to resume with several scenes in Las Vegas, Nevada.

14           25. One afternoon, Plaintiff produced a shoot at the Palazzo Hotel where Phoenix  
15 performed a set as a rap artist. Following the set, Affleck told Plaintiff that he and Phoenix wanted  
16 to shoot another sequence in their hotel suite that evening. Several prostitutes, including male  
17 transvestites, were present for the evening shoot. Plaintiff was not aware of what Affleck planned  
18 for that shoot.

19           26. Plaintiff, Gorka and the rest of the nearly all-male crew went to Affleck's and  
20 Phoenix's hotel suite. Aside from the crew, there were approximately 35 people at the hotel suite  
21 including the prostitutes.

22           27. Plaintiff is informed and believes that none of the conduct that occurred in the hotel  
23 suite is in the version of the film that will be released to the public. Plaintiff believes that Affleck  
24 orchestrated the shoot in the hotel suite for his personal gratification and unfairly subjected Plaintiff  
25 and Gorka to the conduct involving the prostitutes for reasons having nothing to do with the purpose  
26 of the Project.

27           28. At one point, one of the male crew members commented inappropriately that Gorka  
28 should have "played the part" of the transvestite prostitutes.

29. After the shoot in Las Vegas, Plaintiff wrote to Affleck regarding the events in the hotel suite. Plaintiff asked Affleck to provide her with advance notice for shoots that would involve unusual behavior. Plaintiff also told Affleck that it was unfair to subject Gorka to offensive shooting sequences without appropriate notice.

**THE NEW YORK AND COSTA RICA SHOOTS**

30. Plaintiff continued to work on the Project even though Defendants failed to present the written producer agreement that was discussed between in January 2009. Plaintiff had invested significant time in the Project and was unable to obtain other income because of her commitments to the film. Based on her conversations with Affleck and his representatives and attorneys, Plaintiff expected to obtain a "living wage" during production and a producer's fee of at least \$50,000, which Affleck agreed to by email -- a portion of the producer's fee was to be paid during production and the remainder to be paid after the film was picked up by a distributor. Plaintiff continued to work on the Project in reliance upon the agreed compensation terms with Defendants.

31. Plaintiff was integral to the production of several shoots in New York, including an appearance by Phoenix on Late Night with David Letterman. Over a period of several weeks, Phoenix praised her work as a Producer and referred to her as "unstoppable" many times over the course of production. The shoots Plaintiff organized resulted in extensive press coverage for the Project and garnered the attention Affleck and Phoenix wanted for the film.

32. Affleck repeatedly confirmed that Plaintiff's work on the Project was not only satisfactory, but outstanding. For example, he sent emails to Plaintiff stating that her work was "awesome" and that she was "fantastically thorough and creative and good tempered" throughout the time she worked on the Project.

33. On or about March 12, 2009, Plaintiff, Affleck, Phoenix and other crew members traveled on a private plane from Miami, Florida to Costa Rica. Antony Langdon ("Langdon") was also present on the flight to Costa Rica. Langdon was a good friend of Affleck's and Phoenix's who was heavily involved in the Project and served as a Camera Assistant.

34. During the flight, Affleck asked Plaintiff if she wanted to see Langdon's penis. Plaintiff replied "no." Affleck then told Langdon to drop his pants and Langdon did, exposing his

1 genitals to Plaintiff. This was not part of the Project, and, on information and belief, this will not be  
2 shown in the film that is released to the public.

3 35. During the course of production, Langdon also made repeated sexual advances  
4 towards Gorka in the presence of Plaintiff, Affleck and Phoenix. Gorka was harassed by Langdon  
5 on an almost daily basis. Langdon routinely referred to the size of his penis; asked Gorka out on  
6 dates; and discussed sexually explicit conduct. These discussions occurred in the presence of  
7 Plaintiff and other crew members. Although Langdon's advances were unsolicited and Gorka  
8 complained about the work environment, she was forced to continue working directly with Langdon.

9 36. Affleck was often present during Gorka's encounters with Langdon. Affleck, as the  
10 Director/Producer of the Project, made no attempt to curtail Langdon's harassing conduct. Instead,  
11 Affleck exacerbated the harassment. Affleck frequently asked Gorka when she was going to sleep  
12 with Langdon, and made similar comments to Plaintiff about Gorka and Langdon.

13 37. Despite the unwelcome and offensive nature of Langdon's conduct, Affleck refused  
14 to intervene or counsel Langdon to cease harassing Gorka. Affleck appeared to enjoy the fact that  
15 Langdon's behavior made Gorka and Plaintiff feel uncomfortable. Affleck's failure to intervene or  
16 discipline Langdon created an environment where the crew felt it was appropriate to engage in  
17 offensive and derogatory conversations about women in Plaintiff's presence.

18 38. In Costa Rica, Affleck continued his abusive tactics towards Plaintiff. As the only  
19 women on the shoot in Costa Rica, Plaintiff and Gorka shared a bedroom at the production team's  
20 living quarters. One evening, Affleck, Phoenix, Gorka and Plaintiff went to dinner with other crew  
21 members and Phoenix's father at a restaurant several miles from the house where the crew was  
22 staying.

23 39. After dinner, Gorka and Plaintiff returned home to learn that Phoenix and Affleck had  
24 locked themselves in Plaintiff's bedroom with two women. They were told by a third individual as  
25 well as one of the crew members that Affleck and Phoenix were engaging in sexual activity in their  
26 bedroom. Although Affleck had his own room, he chose to invade Plaintiff's privacy and violate her  
27 personal space. This was all a part of Affleck's campaign of abuse and harassment.

28



1 THE AFTERMATH OF THE COSTA RICA TRIP

2 40. After the Costa Rica trip, Affleck called Plaintiff and Gorka to a meeting at his house  
3 in Los Angeles. During the meeting, Affleck berated Plaintiff and Gorka for their performance in  
4 Costa Rica.

5 41. Plaintiff objected to Affleck's personal attacks and said that she would not stand for  
6 any further acts of abuse and disrespect. Affleck was aware that Plaintiff was offended by his  
7 conduct on the plane and in the house where the production crew stayed in Costa Rica. Affleck  
8 grew livid with Plaintiff when she refused to succumb to his intimidation tactics.

9 42. Affleck was violent in his expressions and unrelenting in his attacks on both Plaintiff  
10 and Gorka.

11 43. Subsequently, Plaintiff met with Affleck and Phoenix to discuss the remaining  
12 aspects of production, including the film budget. Affleck and Phoenix reaffirmed Affleck's  
13 agreement to give Plaintiff a producer credit for the Project (shared with Affleck). Plaintiff  
14 reiterated that her producer's fee was \$50,000 and neither Affleck nor Phoenix disavowed their  
15 agreement to the producer's fee.

16 44. Plaintiff continued to work on the Project and began planning a shoot in San  
17 Francisco, California. Plaintiff traveled to San Francisco and produced a shoot that took most of the  
18 day. As evening approached, Affleck said that he wanted to shoot an open mic performance that  
19 evening. Affleck told Plaintiff he wanted her to stay for the night even though Plaintiff did not have  
20 her own hotel room or clothing for the next day.

21 45. When Plaintiff told Affleck that she needed to return to Los Angeles that evening  
22 because of other commitments, Affleck pressured Plaintiff to stay. Plaintiff began to feel very  
23 uncomfortable with the situation and did not want to share a hotel room with Affleck that night.  
24 Plaintiff remembered the unwelcome sexual advances Affleck had made toward Gorka and was  
25 afraid that she would be subjected to similar harassment if she stayed in Affleck's hotel room. When  
26 Plaintiff told Affleck that she needed to go back to Los Angeles, Affleck became hostile and  
27 aggressive. He violently grabbed Plaintiff's arm in an effort to intimidate her into staying. Plaintiff  
28 refused.

1           46. As Plaintiff left to fly back to Los Angeles, Affleck continued his abusive conduct by  
2 sending her abusive text messages and calling her profane names for refusing to stay with him.

3           47. Shortly thereafter, Plaintiff informed Affleck that she would not continue to work on  
4 the Project without a written agreement concerning her compensation. She was also deeply  
5 distraught by the chronic harassment and otherwise improper conduct that she endured in connection  
6 with the Project. On or about April 1, 2009, Plaintiff stopped working on the Project.

7           48. During this time, Plaintiff was assured repeatedly by Weber and others that  
8 Defendants were negotiating in good faith regarding Plaintiff's compensation for her work on the  
9 Project. Plaintiff refrained from taking legal action during the period of the settlement negotiations,  
10 relying on Defendants' repeated assurances that she would be compensated through settlement.

11           49. In September 2009, the tenor of the negotiations changed. Weber, who had once  
12 praised Plaintiff for her professionalism and welcomed her involvement in the Project, began to  
13 paint Plaintiff in a negative light. After weeks of relying on Defendants' representations that they  
14 were negotiating in good faith, Plaintiff realized that Defendants would not honor the terms of the  
15 producer's agreement.

16           50. Plaintiff is informed and believes that Affleck refused to compensate Plaintiff as  
17 agreed because she objected to his harassing and abusive conduct, and because she refused to share  
18 his hotel room during the shoot in San Francisco. Affleck encouraged and participated in the  
19 harassment of Plaintiff and Gorka for his own twisted gratification; indeed, on information and  
20 belief, virtually none of the acts complained of herein are contained in the film that will be shown to  
21 the public.

22           51. Plaintiff only endured the harassment as long as she did because she needed the work.  
23 Plaintiff has not received any of the compensation due to her from Defendants. Plaintiff has suffered  
24 and continues to suffer from humiliation, embarrassment and emotional distress as a direct result of  
25 the harassment and abuse she endured during production. Plaintiff has experienced anxiety, loss of  
26 sleep and aggravation of a pre-existing health condition because of Defendants' offensive and  
27 humiliating treatment, including their retaliation against her when she objected to the hostile work  
28 environment.

**FIRST CAUSE OF ACTION****(Sexual Harassment – Violation of Government Code § 12940)****(Against all Defendants)**

52. Plaintiff hereby repeats, alleges, and incorporates by reference all of the foregoing and subsequent paragraphs of this Complaint as though these paragraphs were set forth in full herein.

53. Under the California Fair Employment and Housing Act (California Government Code section 12940 *et seq.*) it is an unlawful employment practice for an employee or independent contractor to be subjected to harassment based on sex or gender that is sufficiently pervasive or severe to alter the terms and conditions of her employment. Cal. Govt. Code, § 12940, subds. (a) and (j).

54. Plaintiff is a woman and was subjected to the incidents alleged herein above while she was performing services as a Producer pursuant to a contract with Defendants.

55. Defendants are employers within the meaning of FEHA.

56. As described in detail above, Affleck and other employees of Defendants engaged in a pattern and practice of unlawful sexual harassment of Plaintiff and other women employed by Defendants. The sexually harassing conduct included, but was not limited to, the following:

- (A) Activities involving transvestite prostitutes for purposes unrelated to the Project;
- (B) Invasion of Plaintiff's privacy by virtue of Affleck engaging in sexual activity with others in Plaintiff's bedroom and on her bed;
- (C) Numerous uninvited and unwelcomed sexual advances by Affleck and other male crew members as to Plaintiff and other female crew members, including an incident in which Affleck encouraged a male crew member to expose his penis to Plaintiff, over Plaintiff's objections;
- (D) A psychologically and physically coercive attempt by Affleck to require Plaintiff to stay overnight in a hotel room with him;
- (E) Frequent uninvited and unwelcomed sexually explicit conversations in Plaintiff's presence, including, but not limited to, conversations in which

1 Affleck boasted about sexual activity and encouraged a male Crew  
2 member to discuss the size of his penis;

3 (F) Conversations between Plaintiff and Affleck in which Affleck badgered  
4 Plaintiff about her age and inquired: "Isn't it about time that you got  
5 pregnant?"

6 (G) Suggestions that Plaintiff have a baby with one of the male crew members

7 (H) Routinely referring to women as "cows";

8 (I) Harassment of Gorka by Langdon, on an almost daily basis and in the  
9 presence of Plaintiff; Affleck, who refused to intervene, failed to instruct  
10 Langdon to cease the harassment or take any steps to remedy the abusive  
11 conduct.

12 57. The above-described conduct created a hostile work environment for Plaintiff.  
13 Plaintiff was subjected to the offensive, intimidating and abusive conduct because she is a woman.  
14 Plaintiff did not consent to such conduct and found it unwelcome and offensive.

15 58. At various times during her work on the Project, Plaintiff told Affleck and others that  
16 she objected to the sexually offensive and derogatory behavior of Affleck and others involved in the  
17 production. Defendants knew or should have known that the harassing conduct was not welcome by  
18 Plaintiffs. Defendants refused to cease the offensive conduct or to ensure that Plaintiff was not  
19 subjected to a hostile work environment or to take any corrective action.

20 59. The sexually harassing conduct was sufficiently pervasive and severe as to alter the  
21 terms and conditions of Plaintiff's employment and to create an intimidating, hostile, offensive and  
22 abusive workplace environment.

23 60. As a direct and proximate result of the wrongful conduct of Defendants, their agents  
24 and/or employees, Plaintiff was harmed. Defendants' conduct was extreme and outrageous and has  
25 caused Plaintiff injury, damage, loss and harm including loss of income, medical expenses,  
26 humiliation, embarrassment, severe mental and emotional distress and discomfort based on the  
27 sexual harassment experienced, the precise amount to be determined at trial.  
28

61. The conduct described herein was malicious, fraudulent, and/or oppressive, and done with a willful and conscious disregard for Plaintiff's rights. Consequently, Plaintiff is entitled to punitive damages under California Civil Code § 3294 in an amount to be determined at trial.

## SECOND CAUSE OF ACTION

**(Retaliation – Violation of Government Code § 12945)**

**(Against Defendant Flemmy) .**

62. Plaintiff hereby repeats, alleges, and incorporates by reference all of the foregoing and subsequent paragraphs of this Complaint as though these paragraphs were set forth in full herein.

63. Government Code section 12945 makes it unlawful for "any employer or person" to retaliate against any employee or independent contractor who has opposed a discriminatory practice, including sexual harassment.

64. Plaintiff reasonably believes, and herein alleges, that she was subjected to hostile and abusive conduct because she is a woman.

65. In or around March 2009, Plaintiff objected to sexually offensive and degrading conduct in the context of the trip to Costa Rica described herein.

66. In or around March 2009, Plaintiff told Affleck and Phoenix that she objected to the degrading and disrespectful conduct to which she was subjected during the course of production.

67. During the San Francisco trip, Plaintiff refused Affleck's attempts to force her to share his hotel room for the evening and objected to his refusal to respect her wishes.

68. After Plaintiff objected to the outrageous and degrading conduct described above, and voiced her objection to the other sexually offensive behavior set forth herein, Plaintiff was subjected to adverse employment actions, including further harassment and refusal to honor the production agreement and pay Plaintiff the \$50,000 fee previously agreed to by Affleck. At no time after Plaintiff's objections to the harassment have Defendants offered to pay the \$50,000 fee and at no time have provided compensation. Plaintiff is informed and believes, and thereon alleges, that she was subjected to such adverse employment actions in retaliation for her having opposed practices she reasonably believes were discriminatory toward women.

69. Plaintiff is further informed and believes, and thereon alleges, that Defendants ratified the retaliation against Plaintiff by refusing and failing to intervene and stop the retaliation against her.

70. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, anxiety, severe emotional distress, worry, fear, and injury to her reputation, in and amount according to proof at trial.

### THIRD CAUSE OF ACTION

**(Failure to Prevent/Remedy/Investigate Harassment)**

**(Against Defendant Flemmy)**

71. Plaintiff hereby repeats, alleges, and incorporates by reference all of the foregoing and subsequent paragraphs of this Complaint as though these paragraphs were set forth in full herein.

72. Plaintiff is informed and believes, and thereon alleges that in violation of Government Code section 12940, subdivisions (j) and (k), Flemmy and/or its agents/employees failed to take all reasonable steps to prevent sexual harassment from occurring, failed to take all reasonable steps necessary to prevent retaliation from occurring, and failed to remedy such harassment and retaliation.

73. Plaintiff is informed and believes, and thereon alleges, that all actions of Defendants, their employees and agents, and each of them as herein alleged, were known, ratified and approved by the officers and managing agents of Flemmy.

74. As a direct and proximate result of Defendants' failure to prevent the sexual harassment of Plaintiff, Plaintiff has suffered and continues to suffer humiliation, anxiety, severe emotional distress, worry, fear, and injury to her reputation, in an amount according to proof at trial.

#### FOURTH CAUSE OF ACTION

**(Constructive Discharge in Violation of Public Policy)**

**(Against all Defendants)**

75. Plaintiff hereby repeats, alleges, and incorporates by reference all of the foregoing and subsequent paragraphs of this Complaint as though these paragraphs were set forth in full herein.



1           86.     Subsequent to the making of these oral agreements, Plaintiff performed all  
2 obligations, conditions and covenants required of her by the agreements.

3           87.     Upon information and belief, the Project was sold to a distributor, Magnolia Pictures,  
4 in July 2010.

5           88.     Defendants failed to comply with their obligations under the oral agreement and  
6 breached the agreement by failing to pay Plaintiff the agreed-to \$50,000 fee.

7           89.     As a direct and proximate result of Defendants' breach, Plaintiff has suffered  
8 damages of at least \$50,000, the precise amount to be proven at trial.

9                           **SIXTH CAUSE OF ACTION**

10                           **(Unjust Enrichment)**

11                           **(Against all Defendants)**

12           90.     Plaintiff hereby repeats, alleges, and incorporates by reference all of the foregoing  
13 and subsequent paragraphs of this Complaint as though these paragraphs were set forth in full herein.

14           91.     As an alternative theory of recovery, Plaintiff seeks damages on an equitable claim of  
15 quasi-contact and unjust enrichment.

16           92.     Defendants have benefitted substantially from Plaintiff's services as a producer on the  
17 Project and unjustly enriched themselves at the expense of Plaintiff.

18           93.     Plaintiff is entitled to receive the fair value of the services she provided to Defendants  
19 in an amount not less than \$50,000, the precise amount to be proven at trial.

20                           **SEVENTH CAUSE OF ACTION**

21                           **(Intentional Infliction of Emotional Distress)**

22                           **(Against all Defendants)**

23           94.     Plaintiff hereby repeats, alleges, and incorporates by reference all of the foregoing  
24 and subsequent paragraphs of this Complaint as though these paragraphs were set forth in full herein.

25           95.     The conduct of Defendants was outrageous, intentional, malicious, and done with  
26 reckless disregard for the fact that such unlawful, abusive conduct would certainly cause Plaintiff to  
27 suffer severe emotional distress.  
28



1           96.     The unlawful and abusive comments and the intentional and cruel acts of sexual  
2 harassment were so extreme and outrageous as to exceed all bounds usually tolerated in a civilized  
3 society.

4           97.     In engaging in the conduct alleged above, Defendants, and each of them, intended to  
5 cause or possessed a reckless disregard for the probability of causing, severe emotional distress to  
6 Plaintiff.

7           98.     As a direct and proximate result of the above-mentioned outrageous and malicious  
8 acts, Plaintiff has suffered humiliation, mental anguish, emotional and physical distress, including an  
9 exacerbation of a pre-existing medical condition, anxiety, stress, and a loss of sleep, resulting in  
10 damages to be proven at trial.

11           99.     The conduct described herein was malicious, fraudulent, and/or oppressive, and done  
12 with a willful and conscious disregard for Plaintiff's rights. Consequently, Plaintiff is entitled to  
13 punitive or exemplary damages against Defendants in an amount to be determined at trial.

14                   **PRAYER**

15       WHEREFORE, Plaintiff prays for the following relief:

- 16           1.     Compensatory damages in an amount to be proven at trial, but believed to be in  
17 excess of \$2 million;  
18           2.     Punitive or exemplary damages in an amount to be proven at trial;  
19           3.     Attorney's fees, expenses and costs of suit pursuant to Government Code section  
20 12965 and other applicable provisions of law;  
21           4.     Prejudgment interest as allowed by law; and  
22           5.     Such other and further relief as the court may deem proper.

23  
24       DATED: July 21, 2010

MILLER BARONDESS, LLP

25  
26       By: 

27           Brian Procel  
28           Attorneys for Plaintiff  
          Amanda White

MILLER BARONDESS, LLP  
ATTORNEYS AT LAW  
LOS ANGELES, CALIFORNIA 90067

DEMAND FOR JURY

Plaintiff Amanda White hereby demands a jury trial.

DATED: July 21, 2010

MILLER BARONDESS, LLP

By: \_\_\_\_\_

Brian Procel  
Attorneys for Plaintiff  
Amanda White

# EXHIBIT A

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

1055 WEST 7TH STREET, SUITE 1400, LOS ANGELES, CA 90017

(213) 439-6770

www.dfeh.ca.gov



July 16, 2010

WHITE, AMANDA

[REDACTED]  
LOS ANGELES, CA [REDACTED]RE: [REDACTED]  
WHITE/FLEMMY PRODUCTIONS, LLC

Dear WHITE, AMANDA:

**NOTICE OF CASE CLOSURE**

This letter informs that the above-referenced complaint that was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective July 16, 2010 because an Immediate right-to-sue notice was requested. DFEH will take no further action on the complaint.

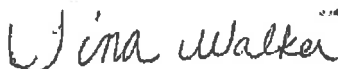
This letter is also the Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

If a federal notice of Right-To-Sue is wanted, the U.S. Equal Employment Opportunity Commission (EEOC) must be visited to file a complaint within 30 days of receipt of this DFEH *Notice of Case Closure* or within 300 days of the alleged discriminatory act, whichever is earlier.

Notice of Case Closure  
Page Two

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Tina Walker  
District Administrator

cc: Case File

DAVID WEBER  
COUNSEL

[REDACTED]  
[REDACTED]  
BEVERLY HILLS, CA 90210

# \*\*\* EMPLOYMENT \*\*\*

## COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # E201011R5093-01

DFEH USE ONLY

### CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

YOUR NAME (Indicate Mr. or Ms.) TELEPHONE NUMBER (INCLUDE AREA CODE)

**WHITE, AMANDA**

ADDRESS

**BLVD**

CITY/STATE/ZIP

**LOS ANGELES, CA, 90029**

COUNTY

**LOS ANGELES**

COUNTY CODE

**037**

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME:

NAME

**AFFLECK, CASEY**

TELEPHONE NUMBER (Include Area Code)

ADDRESS

DFEH USE ONLY

CITY/STATE/ZIP

**LOS ANGELES, CA 90069**

COUNTY

COUNTY CODE

NO. OF EMPLOYEES/MEMBERS (if known)

**1+**

DATE MOST RECENT OR CONTINUING DISCRIMINATION  
TOOK PLACE (month, day, and year)

**03/31/2009**

RESPONDENT CODE

**01**

THE PARTICULARS ARE:

**I allege that on about or before  
03/31/2009, the following  
conduct occurred:**

<input type="checkbox"/> termination	<input type="checkbox"/> denial of employment	<input type="checkbox"/> denial of family or medical leave
<input type="checkbox"/> laid off	<input type="checkbox"/> denial of promotion	<input type="checkbox"/> denial of pregnancy leave
<input type="checkbox"/> demotion	<input type="checkbox"/> denial of transfer	<input type="checkbox"/> denial of equal pay
<input checked="" type="checkbox"/> harassment	<input type="checkbox"/> denial of accommodation	<input type="checkbox"/> denial of right to wear pants
<input type="checkbox"/> genetic characteristic testing	<input type="checkbox"/> failure to prevent discrimination or retaliation	<input type="checkbox"/> denial of pregnancy accommodation
<input checked="" type="checkbox"/> constructive discharge (forced to quit)	<input checked="" type="checkbox"/> retaliation	
<input type="checkbox"/> impermissible non-job-related inquiry	<input type="checkbox"/> other (specify) _____	

by **AFFLECK, CASEY**

**DIRECTOR / PRODUCER**

because of :

Name of Person	Job Title (supervisor/manager/personnel director/etc.)
<input checked="" type="checkbox"/> sex	<input type="checkbox"/> disability (physical or mental)
<input type="checkbox"/> age	<input type="checkbox"/> medical condition (cancer or genetic characteristic)
<input type="checkbox"/> religion	<input type="checkbox"/> other (specify) _____
<input type="checkbox"/> race/color	<input type="checkbox"/> retaliation for engaging in protected activity or requesting a protected leave or accommodation
<input type="checkbox"/> national origin/ancestry	
<input type="checkbox"/> marital status	
<input type="checkbox"/> sexual orientation	
<input type="checkbox"/> association	

State of what you  
believe to be the  
reason(s) for  
discrimination

COMPLAINANT MS. WHITE EXPERIENCED EXTENSIVE AND EXTREME SEXUAL HARASSMENT WHILE WORKING ON A FILM PROJECT ORGANIZED BY HER EMPLOYER FLEMMY PRODUCTIONS, LLC ("FLEMMY") AND CASEY AFFLECK ("AFFLECK"). FLEMMY AND AFFLECK CREATED AND PROMOTED A HOSTILE WORK ENVIRONMENT IN WHICH SEXUAL HARASSMENT OF FEMALE EMPLOYEES WAS PERVERSIVE, SO MUCH SO THAT IT EVENTUALLY BECAME THE NORM AMONG FILM CREW AND OTHER MEMBERS OF THE PROJECT.

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right-to-sue. I understand that if I want a federal notice of right-to-sue, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure," or within 300 days of the alleged discriminatory act, whichever is earlier.

I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."

By submitting this complaint I am declaring under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated **07/16/2010**

At **Los Angeles**

DATE FILED: **07/16/2010**

DFEH-300-030 (02/08)  
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

STATE OF CALIFORNIA