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5 CRYSTAL WILLIAMS, ARIANNA
DAVIS, and NOELLE RODRIGUEZ

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF LOS ANGELES

8 CRYSTAL WILLIAMS, as an
9 Individual; ARIANNA DAVIS, as
an Individual; and NOELLE
10 RODRIGUEZ, as an Individual;

Plaintiffs,

v.

12 BIG GRRRL BIG TOURING, INC,
a Delaware Corporation; MELISSA
13 JEFFERSON (pka "LIZZO"), as an
Individual; SHIRLENE QUIGLEY,
14 as an Individual, and DOES 1
through 10, inclusive,

Defendants.

CASE NO.:

COMPLAINT FOR DAMAGES

- (1) FEHA HOSTILE WORK ENVIRONMENT: SEXUAL HARASSMENT (ALL PLAINTIFFS AGAINST ALL DEFENDANTS);
- (2) FEHA FAILURE TO PREVENT AND/OR REMEDY HOSTILE WORK ENVIRONMENT SEXUAL HARASSMENT (ALL PLAINTIFFS AGAINST ALL DEFENDANTS);
- (3) FEHA RELIGIOUS HARASSMENT (ALL PLAINTIFFS AGAINST DEFENDANTS SHIRLENE QUIGLEY AND BIG GRRRL BIG TOURING, INC.)
- (4) FEHA FAILURE TO PREVENT AND/OR REMEDY RELIGIOUS HARASSMENT (ALL PLAINTIFFS AGAINST ALL DEFENDANTS
- (5) FEHA RACIAL HARASSMENT (PLAINTIFFS WILLIAMS AND DAVIS AGAINST DEFENDANT BIG GRRRL BIG TOURING, INC.);
- (6) FEHA DISABILITY DISCRIMINATION (PLAINTIFF DAVIS AGAINST DEFENDANTS BIG GRRRL BIG TOURING, INC., AND LIZZO);
- (7) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (ALL PLAINTIFFS AGAINST BIG GRRRL BIG TOURING, INC.);

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- (8) ASSAULT (PLAINTIFFS RODRIGUEZ AND DAVIS AGAINST DEFENDANT LIZZO);
- (9) FALSE IMPRISONMENT (PLAINTIFF DAVIS AGAINST DEFENDANT BIG GRRRL BIG TOURING, INC.)

DEMAND FOR JURY TRIAL

1 COMES NOW the Plaintiffs, CRYSTAL WILLIAMS (hereinafter referred to as “Ms.
2 WILLIAMS”), ARIANNA DAVIS (hereinafter referred to as “Ms. DAVIS”), and NOELLE
3 RODRIGUEZ (hereinafter referred to as “Ms. RODRIGUEZ,” Ms. WILLIAMS, Ms. DAVIS,
4 and Ms. RODRIGUEZ hereinafter collectively referred to as “Plaintiffs”) who hereby
respectfully allege, aver, and complain, as follows:

5 **INTRODUCTION**

- 6 1. This is an action brought by the Plaintiffs, CRYSTAL WILLIAMS, ARIANNA DAVIS, and
7 NOELLE RODRIGUEZ, pursuant to California statutory, decisional, and regulatory laws.
8 Plaintiffs were employees of Defendants, BIG GRRRL BIG TOURING, INC. (hereinafter
9 referred to as “BGBT”) and MELISSA JEFFERSON (professionally known and hereinafter
referred to as “LIZZO”) at all times herein mentioned.
- 10 2. Plaintiffs allege that California statutory, decisional, and regulatory laws prohibit the
11 conduct by Defendants herein alleged, and therefore Plaintiffs have an entitlement to
12 monetary relief on the basis that Defendants violated such statutes, decisional law, and
13 regulations.

14 **JURISDICTION AND VENUE**

- 15 3. Jurisdiction is proper in this court by virtue of the California statutes, decisional law, and
16 regulations, and the local rules under the Riverside County Superior Court Rules.
- 17 4. Venue in this Court is proper in that Defendant LIZZO is a resident of the City of Los
18 Angeles, County of Los Angeles, State of California.

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PARTIES

5. At all times herein mentioned, Plaintiffs Ms. WILLIAMS, Ms. DAVIS, and Ms. RODRIGUEZ are and have been residents of the City of Los Angeles, Los Angeles County, State of California.

6. Defendant BGBT is and at all times herein mentioned has been a Delaware Corporation, with the capacity to sue and to be sued, and doing business, with a principal place of business located at 1013 Centre Road, Suite 403s, Wilmington, Delaware 19805.

7. Defendant LIZZO is and at all times herein mentioned has been an individual residing in Los Angeles County, California with the capacity to sue and to be sued.

8. Defendant Ms. QUIGLEY is and at all times herein mentioned has been an individual residing in Los Angeles County, California with the capacity to sue and to be sued.

9. Plaintiff is informed and believes and thereon alleges that each of the Defendants herein were at all times the agent, employee, or representative of each remaining Defendant and were at all times herein acting within and outside the scope and purpose of said agency and employment. Plaintiff further alleges that as to each Defendant, whether named, or referred to as a fictitious name, said Defendants supervised, ratified, controlled, acquiesced in, adopted, directed, substantially participated in, and/or approved the acts, errors, or omissions, of each remaining Defendant.

1 10. The true names and capacities of the Defendants named herein as DOES 1 through 10,
2 inclusive, whether individual, corporate, partnership, association, or otherwise, are
3 unknown to Plaintiff who therefore sues these Defendants by such fictitious names.
4 Plaintiff will request leave of court to amend this Complaint to allege their true names and
5 capacities at such time as they are ascertained.

6 **FACTUAL ALLEGATIONS**

7 11. This case centers on three professional dancers' experiences working for Big Grrrl Big
8 Touring, Inc. (hereinafter referred to as "BGBT") and Melissa Viviane Jefferson
9 (professionally known, and hereinafter referred to as "LIZZO"). Throughout their
10 employment, Plaintiffs Arianna DAVIS (hereinafter referred to as "Ms. DAVIS"), Crystal
11 WILLIAMS (hereinafter referred to as "Ms. WILLIAMS"), and Noelle RODRIGUEZ
12 (hereinafter referred to as "Ms. RODRIGUEZ"; Ms. DAVIS, Ms. WILLIAMS, and Ms.
13 RODRIGUEZ collectively referred to as "Plaintiffs") were subjected to a host of
14 violations of California statutory and decisional law.

15 12. In or about March 2021, Ms. DAVIS Ms. DAVIS and Ms. WILLIAMS were introduced to
16 LIZZO when they were contestants on LIZZO's reality television show, "Watch Out for
17 the Big Grrrls" ("WOFTBG"), which was released on Amazon Prime Video. During this
18 show, contestants competed for the opportunity to join the LIZZO team as her Big Grrrl
Dancers accompanying LIZZO in her live performances and tours.

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13. In or about May 2021, Ms. DAVIS was required by LIZZO and BGBT to submit a psychological examination to ensure she was psychologically healthy enough to endure the strain of filming the television show. During this examination, Ms. DAVIS disclosed that she struggles with anxiety and depression which occasionally results in binge eating. The “Waiver of Privilege of Confidentiality and Consent to Evaluation” form she signed prior to undergoing the examination states that the information disclosed during the evaluation “may be provided to Production, its representatives, and/or any other individuals or entities involved in the Show as deemed appropriate by [the doctor performing the evaluation], or by Production.” Ms. DAVIS is informed and believes that her disclosure of her struggles with anxiety, depression, and binge eating were relayed to LIZZO and BGBT.

14. In or about May 2021, Ms. RODRIGUEZ was hired by LIZZO and BGBT. Initially she was brought on to perform in LIZZO’s “Rumors” music video, but she remained with LIZZO and BGBT as part of the performance group supporting LIZZO in her live concerts as well. While working on the “Rumors” music video, Ms. RODRIGUEZ was approached with another job opportunity that would have run concurrently to rehearsals for LIZZO’s live shows and tour. After rehearsals for LIZZO’s live shows were postponed, Ms. RODRIGUEZ approached LIZZO’s tour manager, Carlina Gugliotta (hereinafter referred to as “Ms. Gugliotta”), about possibly taking on this one-day job opportunity. Ms. Gugliotta responded, “Do you want the job or not?” implying that if Ms. RODRIGUEZ wanted to keep her position as a tour dancer, she could not take any other positions.

15. On or about July 28, 2021, Ms. RODRIGUEZ was officially booked by LIZZO and BGBT to perform with LIZZO at several music festivals.

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16. In or about August 2021, filming for WOFTBG began. During filming for the show, Ms. DAVIS and Ms. WILLIAMS were first introduced to Defendant Shirlene QUIGLEY (hereinafter “Ms. QUIGLEY”), one of the judges and instructors on the show and captain of LIZZO’s dance team. Ms. QUIGLEY was not only vocal about her religious belief but took every opportunity to proselytize to any and all in her presence regardless of protestations. During filming of WOFTBG, Ms. QUIGLEY took particular interest in Ms. DAVIS and regularly preached at Ms. DAVIS about what Ms. QUIGLEY believed to be a shared Christian identity.

17. Also, during filming, Ms. QUIGLEY discovered that Ms. DAVIS was a virgin and Ms. DAVIS’s virginity became a topic of extreme importance to Ms. QUIGLEY. In the months to follow, Ms. QUIGLEY would routinely bring up Ms. DAVIS’s virginity in conversations with Ms. DAVIS. Ms. QUIGLEY even mentioned Ms. DAVIS’s virginity in interviews she participated in and later posted to social media, broadcasting an intensely personal detail about Ms. DAVIS to the world. Ms. DAVIS never gave Ms. QUIGLEY permission to share this private detail about Ms. DAVIS’s life.

18. As one of the competitions in WOFTBG, contestants were told they would be required to participate in a nude photo shoot. While some contestants were not bothered by this, the prospect of a nude photo shoot made other contestants severely uncomfortable. Ms. DAVIS was particularly distressed by this challenge. She was entirely uncomfortable being photographed nude for anyone with access to Amazon Prime Video to see. As this “challenge” was part of the competition, Ms. DAVIS believed poor performance or outright refusal would have resulted in Ms. DAVIS being sent home from the show and no longer being considered for a spot on the dance team. While Ms. DAVIS did not want to

1 be photographed nude, she also dreaded the thought of not earning a spot performing on
2 tour with LIZZO.

3 19. This dilemma caused Ms. DAVIS's anxiety to flare resulting in extreme distress. Ms.
4 DAVIS broke down in tears on set while struggling to choose between a once in a lifetime
5 career opportunity and putting her body on display against her will. Ultimately, Ms.
6 DAVIS was allowed to participate in the photo shoot partially clothed in a nude bra and
7 underwear. However, this experience foreshadowed the sexually charged and
uncomfortable environment LIZZO's employees would be forced to endure.

8 20. "Watch Out for The Big Grrrls" wrapped filming in or about late September 2021. Ms.
9 DAVIS and Ms. WILLIAMS were both selected to be part of the dance cast accompanying
10 LIZZO on tour. Ms. WILLIAMS, Ms. DAVIS, and Ms. RODRIGUEZ all performed with
LIZZO at her festival appearances from September 2021 through April 2022.

11
12 21. In or about April 2022, Plaintiffs began rehearsing in preparation for LIZZO's "The
13 Special Tour". During this time, Plaintiffs worked closely with Ms. QUIGLEY as she was
14 captain of the dance cast. Ms. QUIGLEY continued to preach at everyone in her
15 surroundings, especially about her beliefs regarding Christianity and sexuality. Ms.
16 QUIGLEY often made comments deriding people who engaged in pre-marital sex,
17 knowing that some members of the dance cast did not share her views. Ms. QUIGLEY
18 also had a *party trick* in which she would simulate oral sex on a banana in front of the rest
of the dance cast. These instances were always unprompted and made Plaintiffs
uncomfortable.

1 22. Ms. QUIGLEY’s sexually inappropriate behavior did not stop at faux fellatio. Despite her
2 staunch beliefs in opposition to pre-marital sex, she had no problem sharing her
3 masturbatory habits with the dance cast, often stating things to the effect, “Masturbating is
4 against my religion, but I today I had an oopsie.” Ms. QUIGLEY’s sexually explicit
5 comments were so pervasive the entire dance team knew about her sexual fantasy of
6 having ten penises in her face.

7 23. Similar to Ms. QUIGLEY’s constant sexually inappropriate comments, Ms. QUIGLEY’s
8 ministering to Plaintiffs was unceasing. Ms. QUIGLEY continued to keep tabs on Ms.
9 DAVIS’s virginity and made it clear Ms. QUIGLEY thought the only way one could be a
10 *proper* Christian was through similar abstinence. Ms. QUIGLEY also singled out Ms.
11 RODRIGUEZ as a “non-believer,” and made it her mission to preach at Ms.
12 RODRIGUEZ. Ms. QUIGLEY even told other dance cast members it was her mission to
13 minister to Ms. RODRIGUEZ during the tour. When cast members told Ms.
14 RODRIGUEZ of Ms. QUIGLEY’s intent, Ms. RODRIGUEZ specifically requested that
15 Ms. QUIGLEY refrain from impressing her religious beliefs upon Ms. RODRIGUEZ. Ms.
16 QUIGLEY became irate and yelled at Ms. RODRIGUEZ. At one point while on tour, Ms.
17 QUIGLEY stated, “no job and no one will stop me from talking about the Lord.”
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24. On one occasion while on tour, Ms. QUIGLEY interrogated Ms. DAVIS about her
religious beliefs. While in the dressing room doing their makeup in advance of a show,
Ms. QUIGLEY began stating her own religious beliefs and asking Ms. DAVIS if she held
the same beliefs. When Ms. DAVIS expressed a different belief than Ms. QUIGLEY’s,
Ms. QUIGLEY became visibly upset, making it abundantly clear she expected Ms.
DAVIS’s total conformity to Ms. QUIGLEY’s dogma.

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25. While Ms. QUIGLEY was for sure the most extreme in her religious convictions, her sentiments were softly echoed by others in supervisory roles at BGBT. Before rehearsals and performances, the dance team would pray together. While it was not an official requirement for team members to participate in these prayers, it became clear that engagement was compulsory. The responsibility to lead the group in prayer rotated across the dancers, and when it was Ms. RODRIGUEZ’s “turn,” she politely but clearly made it known she did not want to lead the prayer. Despite Ms. RODRIGUEZ declining every time she was asked, Ms. QUIGLEY continued to pressure Ms. RODRIGUEZ to participate and made Ms. RODRIGUEZ feel judged for declining to lead the dance cast in prayer.

26. Ms. RODRIGUEZ was struck by Ms. QUIGLEY’s insistence on overstepping. Accordingly, Ms. RODRIGUEZ took her concerns to the assistant choreographer, Melissa Charlot (hereinafter referred to as “Ms. Charlot”). Ms. Charlot showed some empathy for Ms. RODRIGUEZ’s concern, but merely suggested Ms. RODRIGUEZ take her complaints to Ms. QUIGLEY herself, a wholly useless tactic as raising concerns with Ms. QUIGLEY had never proven productive.

27. On another occasion, while on tour with LIZZO, Ms. WILLIAMS accidentally brushed up against one of the tour bus drivers. The driver responded by saying, “you can back up on me again,” implying Ms. WILLIAMS’s accidental touch gave him sexual gratification. A different driver was known for playing sexually explicit songs on the tour bus. These interactions made the dance cast incredibly uncomfortable and fear for their safety. Ms. DAVIS and Ms. RODRIGUEZ reported the drivers’ inappropriate behavior to BGBT

1 management on multiple occasions, but BGBT never did anything to protect the dancers.
2 Management merely questioned whether the drivers were drunk and/or driving safely and
3 did nothing to make the dancers feel any safer than they did prior to reporting the drivers’
4 behavior. After several reports by Ms. DAVIS and Ms. RODRIGUEZ, management began
5 denying ever hearing about drivers’ inappropriate behavior.

6 28. As the domestic leg of “The Special Tour” came to a close, problems became more
7 abundant. With the last domestic show being played on or about November 19, 2022, and
8 the European leg not scheduled to start until February 2023, Plaintiffs began looking for
9 other work as they were only paid for the time they spent on tour. BGBT preferred
10 Plaintiffs did not take on additional gigs and even instructed Plaintiffs’ agents to place
11 Plaintiffs on a “soft hold;” meaning Plaintiffs would not be paid during the break but
12 should not be taking on other jobs either.

13 29. Due to BGBT’s soft prohibition on Plaintiffs and their team members taking on other jobs,
14 they became wholly financially dependent on the income they received for their
15 performances on “The Special Tour.” The dancers then learned that the musicians and
16 other members of the tour were on a retainer in which they were paid a portion of their
17 tour rate while on break from tour in exchange for not taking other jobs. Plaintiffs and
18 their team members started discussing among themselves how they would negotiate for a
19 retainer of their own. These discussions continued through the start of the European leg of
20 the tour.

21 30. Making matters more stressful, Plaintiffs and the dance cast were only ever given two
22 weeks advance notice that they were booked for tour performances. This lack of notice

1 placed Plaintiffs in a sort of purgatory, not knowing whether they should start looking for
2 other jobs, or to wait for LIZZO’s performances to resume. This insecurity made obtaining
3 a retainer of utmost importance to Plaintiffs and the dance cast.

4 31. On or about February 7, 2023, Plaintiffs arrive in London, England to start rehearsals and
5 perform with LIZZO at the BRIT Awards Show.

6 32. On or about February 23, 2023, Plaintiffs performed with LIZZO at a show in Amsterdam,
7 Netherlands. After the show, LIZZO invited the dancers out with her on the town. These
8 invitations were not unusual, and attendance was not mandatory, but it was well known
9 that dance cast members were expected to endear themselves to LIZZO. LIZZO often
10 mentioned that she had, “eyes and ears everywhere,” and only wanted “good people with
11 good energy,” around her. Those who attended after-party events LIZZO planned were
12 often favored, selected to perform with LIZZO at shows outside of regularly scheduled
13 tour dates, and were widely considered to enjoy greater job security. By not attending,
14 dancers not only risked losing out on being selected for these additional shows—and
15 therefore additional income—but also risked being ostracized from the group, putting their
16 continued employment on tour in jeopardy.

17 33. This particularly evening, LIZZO sent out the invite through her close friend and member
18 of the dance cast, Chawnta (Last Name Unknown). Ms. DAVIS and Ms. RODRIGUEZ
were out at dinner celebrating the birthday of one of the supporting vocal performers on
tour when they received the invitation. Chawnta hurried the dancers, including Plaintiffs,
to accept or decline. Feeling their absences would be noticed and/or taken personally by

1 their employer, Plaintiffs accepted the invitation before learning what LIZZO had in store
2 for them.

3 34. As it turns out, LIZZO had planned a night out in Amsterdam's notorious Red-Light
4 District, known for its abundance of sex theaters, sex shops, and clubs and bars where
5 nudity is on full display. The main event of the night was a club called Bananenbar, where
6 patrons are allowed to interact with completely nude performers. When Plaintiffs
7 expressed misgivings about the plans for the night, Chawnta stated that it was too late to
8 back out because she had already sent LIZZO the headcount for the evening. Again,
9 feeling the looming pressure of job insecurity should Plaintiffs abstain from attending,
10 Plaintiffs reluctantly went along for the evening.

11 35. While at Bananenbar, things quickly got out of hand. LIZZO began inviting cast members
12 to take turns touching the nude performers, catching dildos launched from the performers'
13 vaginas, and eating bananas protruding from the performers' vaginas. LIZZO then turned
14 her attention to Ms. DAVIS and began pressuring Ms. DAVIS to touch the breasts one of
15 the nude women performing at the club. LIZZO began leading a chant goading Ms.
16 DAVIS. Ms. DAVIS said three times, loud enough for all to hear, "I'm good," expressing
17 her desire not to touch the performer. The chant grew louder and more strident, demanding
18 a visibly uncomfortable Ms. DAVIS to engage with the performer. Ms. DAVIS reiterated
her discomfort, stating, "I'd rather not because I'm cool here in the corner." Finally, the
chorus became overwhelming, and a mortified Ms. DAVIS acquiesced in an attempt to
bring an end to the chants.

1 36. After Ms. DAVIS briefly touched the performer’s breasts, the group burst into laughter.
2 Ms. DAVIS abashedly laughed along, trying to hide how uncomfortable this interaction
3 made her. Her efforts to conceal her discomfort were apparently unsuccessful as on
4 separate occasions, BGBT management in attendance as well as LIZZO’s security team
5 asked Ms. DAVIS if she was okay. Ms. DAVIS replied, “Kind of,” to one request, and
6 “no,” to the other.

7 37. In addition to pressuring an unwilling Ms. DAVIS into interacting with a nude performer,
8 Plaintiffs and all in attendance were unable to avoid witnessing LIZZO’s incredibly public
9 displays of sexual affection with her boyfriend. At one point the couple exuberantly took
10 Chawnta and two members of the band which performed with LIZZO on tour to a back
11 room before returning sometime later.

12 38. Upon her return to the main club, LIZZO began to pressure a member of her security team
13 to participate in the night’s debauchery. LIZZO badgered the security guard to get on the
14 club’s stage until he submitted to her demands. When he got on the stage, his pants were
15 pulled down, exposing his buttocks. LIZZO then began yelling, “take it off!” while a club
16 performer hit the security guard with whips. Plaintiffs were aghast with how little regard
17 LIZZO showed for the bodily autonomy of her employees and those around her, especially
18 in the presence of many people whom she employed.

39. On or about March 5, 2023, after performing in Paris, France, LIZZO again invited the
dancers out. She told them that they were going to go to Crazy Horse, a place where there
would live dancers performing and that they would be able to learn something or be
inspired by the performance. What LIZZO failed to mention when inviting the dancers to

1 this performance was that it was a nude cabaret bar. Not until the curtain opened and nude
2 women began to dance on the stage did Plaintiffs know what they were in store for. Not
3 only were Plaintiffs under the same pressure as before to go out with LIZZO after the
4 performance, but this time the fact that they would be attending a show where nudity was
5 prominently featured was hidden from them; making them completely surprised when the
6 curtain was drawn, and nudity was yet again on display. While the show at Crazy Horse
7 was artful and nowhere near as uncomfortable as their outing to Bananenbar, Plaintiffs
8 were shocked that LIZZO would conceal the nature of the event from them, robbing them
9 of the choice not to participate.

10 40. On or about March 9, 2023, the dance team submitted their request to BGBT and LIZZO
11 for a retainer of fifty percent of their weekly tour rate, to ensure they would be paid for
12 their time while on a break from touring since BGBT and LIZZO strongly preferred the
13 dance cast not take on other jobs during these breaks.

14 41. On or about March 16, 2023, the last show of the European leg of “The Special Tour” was
15 played. Before the show BGBT accountant, Ashley Joshi (hereinafter referred to as “Ms.
16 Joshi”), sent an email responding to the dancer’s retainer request. In the email Ms. Joshi
17 offered a retainer of twenty-five percent of the dancers’ weekly tour rate, exactly half of
18 what the dancers requested. Additionally, Ms. Joshi took the opportunity to scold the
dancers for “unacceptable and disrespectful” behavior while on tour stating that it was
cause for termination. Nowhere in the email did Ms. Joshi explain what she or BGBT
deemed unacceptable and disrespectful. Only the dance cast—comprised of full-figured
women of color—were ever spoken to in this manner, giving Plaintiffs the impression that

1 these comments were charged with racial and fat-phobic animus. This email marked the
2 beginning of a strained relationship between the dancers and management.

3 42. Plaintiffs and their fellow dancers were blindsided by the allegations of the email and
4 requested a meeting with Kevin Beisler (hereinafter referred to as Mr. Biesler). Mr. Biesler
5 initially agreed to meet, but when he arrived for the meeting, Mr. Biesler simply stated he
6 had no time to talk with the dancers even though he had devoted ample time to discussions
7 with the musicians and vocalists performing on tour that same day. Mr. Biesler promised
8 he would make time to talk with the dance cast over Zoom regarding the cast's concerns,
9 but never followed through. The dancers performed that night and then returned to the
10 United States shortly after.

11 43. Back in the United States, the dancers were once again placed on a soft hold and unable to
12 take other jobs. Shows were not due to resume for over a month. Fortunately, on or about
13 April 4, 2023, the dancers and BGBT were able to agree to a fifty percent retainer.
14 Unfortunately, despite the advances the dancers made in obtaining a retainer, it became
15 clear that BGBT's management began to lash out at the dancers.

16 44. Specifically, BGBT management treated the black members of the dance team differently
17 than other members. BGBT's management team consisted almost entirely of white
18 Europeans who often accused the black members of the dance team of being lazy,
unprofessional, and having bad attitudes. Not only do these words ring familiar as tropes
used to disparage and discourage black women from advocating for themselves, but the
same accusations were not levied against dancers who are not black.

1 45. On or about April 20, 2023, the dance cast was scheduled for an eight-hour rehearsal. Near
2 the end of rehearsal, LIZZO arrived and called the dance cast together for a meeting to
3 address the rumors of unprofessionalism. During this meeting, LIZZO also stated that the
4 dancers were not performing up to par and repeatedly accused the dancers of drinking
5 alcohol before shows even though the dance cast had never partaken in such a practice.
6 LIZZO then stated all the dancers would be required to re-audition for their spots and if
7 LIZZO was dissatisfied with their performance at the end of the day, the dancers would be
8 fired and sent home. What followed was an excruciating re-audition in which the dancers
9 repeatedly ran through the entire ninety-minute show. What was supposed to be an
10 eight-hour rehearsal was extended to almost twelve hours.

11 46. The re-audition was brutal as the dancers were not allowed a break. During the
12 run-through of the show Ms. DAVIS felt she needed to excuse herself to use the restroom,
13 however, she was afraid that if she left the stage at any point during the audition she would
14 be fired. Ms. DAVIS was pressed on as long as she could until she eventually lost control
15 of her bladder. Still fearing the repercussions of exiting the stage during the run through,
16 Ms. DAVIS remained on stage, dancing in soiled clothes until there was a brief segment of
17 the show where the dance cast was not part of the onstage performance and were allowed a
18 short break.

19 47. Ms. DAVIS was utterly embarrassed and hurried backstage to change into clean clothes.
20 Unfortunately, the only clothing available to Ms. DAVIS was a see-through garment
21 provided by the Wardrobe Department, making her feel exposed and even more
22 embarrassed. Ms. DAVIS was required to finish the rehearsal, dancing in front of male
23 crew members who were known to sexualize the dancers under less revealing scenarios,

1 while wearing completely transparent shorts and no undergarments. After rehearsal was
2 finally over, nothing was said to the dancers, but they were left with the impression that
3 they were to show up the next day.

4 48. On or about April 21, 2023, LIZZO called another meeting with the dance cast to reiterate
5 that none of their jobs were safe. Once again, LIZZO mentioned that drinking alcohol
6 before the show was prohibited. As this accusation was not based in any sort of reality,
7 Ms. WILLIAMS raised her hand and asked to speak. Ms. WILLIAMS went on to rebut
8 LIZZO's accusation of drinking on the job, stating that the dancers had never drank
9 alcohol prior to shows. Ms. QUIGLEY immediately supported Ms. WILLIAMS,
10 confirming that the dancers had never drank before shows. LIZZO mockingly responded,
11 "well if you're not, then good for y'all." Then stated that maybe the accusations of
12 drinking before shows were on account of the dancers' poor performance. From this
13 moment on, the tension between LIZZO, BGBT management and Ms. WILLIAMS was
14 palpable.

15 49. On or about April 21, 2023, Ms. DAVIS was called into a private meeting with LIZZO and
16 the choreographer, Tanisha Scott (hereinafter "Ms. Scott"). LIZZO and Ms. Scott
17 questioned whether Ms. DAVIS was struggling with something as she seemed less
18 committed to her role on the dance cast. LIZZO and Ms. Scott pressed Ms. DAVIS for an
explanation why she seemed less bubbly and vivacious than she did prior to the tour
starting. In professional dance, a dancer's weight gain is often seen as that dancer getting
lazy or worse off as a performer. LIZZO's and Ms. Scott's questions about Ms. DAVIS's
commitment to the tour were thinly veiled concerns about Ms. DAVIS's weight gain,

1 which LIZZO had previously called attention to after noticing it at the South by Southwest
2 music festival.

3 50. Ms. DAVIS stated that she was dealing with personal issues but did not, nor would she
4 ever let it affect her work. In fact, not only had Ms. DAVIS's performance as a dancer not
5 slipped, but Ms. DAVIS had also become a better dancer than she was when she was hired.
6 LIZZO and Ms. Scott were not satisfied with Ms. DAVIS's answer and continued to press;
7 just as she was at Bananenbar, LIZZO was relentless until Ms. DAVIS bent to her
8 demands. Although LIZZO and Ms. Scott never explicitly stated it, these questions
9 accompanied by LIZZO statements made after the South by Southwest music festival gave
10 Ms. DAVIS the impression that she needed to explain her weight gain and disclose
11 intimate personal details about her life in order to keep her job.

12 51. Ms. DAVIS shared that she had been struggling with anxiety and depression and has been
13 diagnosed with Binge Eating Disorder. Ms. DAVIS explained her diagnoses and struggles
14 but made it clear that in spite of her mental health struggles, she was still committed to the
15 tour and performing to the top of her capabilities. In response, LIZZO and Ms. Scott
16 dismissively offered Ms. DAVIS time off of rehearsals to attend therapy. This offer seemed
17 strange to Ms. DAVIS and made her feel like if she accepted the time off, LIZZO and
18 BGBT would see her as too weak to continue as a member of the dance cast. Accordingly,
Ms. DAVIS declined, thinking it was the only way she could keep her job. This meeting
took place immediately before a show and although Ms. DAVIS was hurt and emotionally
drained by being forced to tell her employers about personal struggles, she still went out
and performed that night.

1 52. On or about April 26, 2023, Ms. WILLIAMS was terminated in the lobby of the hotel the
2 dancers were staying at by Ms. Gugliotta under the guise of “budget cuts.” Ms.
3 WILLIAMS was the only dancer to get fired on this day. Stunned, Ms. WILLIAMS asked
4 to speak to LIZZO. Ms. Gugliotta responded, telling Ms. WILLIAMS that LIZZO “isn’t
5 the best with these things,” and, “she has a lot going on.” Undeterred, Ms. WILLIAMS
6 continued to ask to speak with LIZZO until Ms. Gugliotta stated Ms. WILLIAMS, “does
7 not have the best attitude at time and comes across as snarky.” Ms. RODRIGUEZ then
8 spoke to Ms. Gugliotta expressing disagreement with the decision to publicly terminate
9 Ms. WILLIAMS. Ms. Gugliotta responded that it had to be done and then stated, “we’ve
10 never had any problems with *you*.”

11 53. On or about April 27, 2023, all the dancers were called into a meeting with LIZZO to
12 discuss notes on how they had been dancing. Prior to discussing performances, LIZZO
13 addressed Ms. WILLIAMS being fired. During the meeting, LIZZO stated she had heard
14 that one of the dancers questioned why LIZZO hadn’t fired Ms. WILLIAMS directly.
15 LIZZO repeatedly demanded to know who questioned her decision to fire Ms.
16 WILLIAMS and once again reminded the dance cast that she had eyes and ears
17 everywhere. LIZZO also stated her preference that the dance cast refrain from socializing
18 with Ms. WILLIAMS before Ms. WILLIAMS left New Orleans where the tour was
performing that night. Afterwards, LIZZO finally gave the group performance notes.

16 54. Ms. DAVIS who suffers from an eye condition—which LIZZO and BGBT were aware
17 of—sometimes becomes disoriented in stressful situations as a result of the condition.
Accordingly, Ms. DAVIS has a habit of making audio recordings of stressful interactions
18 so she can review them later in less stressful environments. As the tour camp had become

1 incredibly tense for Ms. DAVIS and the original intent of the meeting was for LIZZO to
2 provide performance notes that could be crucial to the dancers' continued employment,
3 Ms. DAVIS recorded this meeting so she could review it later on.

4 55. On or about May 3, 2023, all the dancers were called into an emergency wardrobe fitting.
5 As they arrived at this fitting, BGBT management and Security were there waiting for the
6 dance cast. Security took each dancer's phone as they entered the room. Once all were in
7 the room and their phones were collected, LIZZO entered. LIZZO stated she knew that
8 one of the dancers recorded their meeting on April 27, 2023. LIZZO became furious,
9 hurling expletives at the group and stated that she was going to go around the room,
10 person-by-person until someone told LIZZO who made the recording.

11 56. Ms. DAVIS admitted that she had recorded the meeting and explained it was because she
12 wanted to have a copy of the notes LIZZO had given them about their performances. Ms.
13 DAVIS also explained that she never intended to harm LIZZO with the recording and had
14 even deleted it the day after recording. LIZZO responded with, "there is nothing you can
15 say to make me believe you." Ms. QUIGLEY and LIZZO then took turns berating Ms.
16 DAVIS. After castigating Ms. DAVIS, LIZZO fired Ms. DAVIS on the spot.

17 57. Before LIZZO left, Ms. RODRIGUEZ asked if she could have a word with LIZZO. Ms.
18 RODRIGUEZ explained that she did not appreciate how LIZZO had handled this situation
19 with Ms. DAVIS and that Ms. RODRIGUEZ felt disrespected and therefore would resign.
20 This resignation drew both Ms. QUIGLEY's and LIZZO's ire. Ms. QUIGLEY screamed at
21 Ms. RODRIGUEZ and Ms. DAVIS calling them disrespectful. Then LIZZO aggressively
22 approached Ms. Rodriguez, cracking her knuckles, balling her fists, and exclaiming,

1 “You’re lucky. You’re so fucking lucky!” Ms. RODRIGUEZ feared that LIZZO intended
2 to hit her and would have done so if one of the other dancers had not intervened. Neither
3 security nor management did anything to de-escalate the situation. As LIZZO left the
4 room, she raised both her middle fingers and yelled, “Bye, bitch!”

5 58. Ms. RODRIGUEZ then returned to her hotel room, escorted by three other dancers as they
6 all feared LIZZO may return, trying to hurt Ms. RODRIGUEZ. Ms. RODRIGUEZ packed
7 her things and prepared to leave.

8 59. Ms. DAVIS was forced to stay behind, detained in the room where the meeting had taken
9 place by a member of LIZZO’s security detail referred to as, “Robo.” Molly Gordon
10 (hereinafter “Ms. Gordon”), “The Special Tour’s” co-manager, demanded Ms. DAVIS let
11 Robo rifle through the files on Ms. DAVIS’s phone and in her iCloud while Ms. Gordon
12 watched, even though Ms. DAVIS had already explained she had deleted the recording
13 days earlier. Ms. DAVIS was told she was not allowed to leave until her phone had been
14 searched. Ms. DAVIS was scared and wanted nothing more than to leave the area and
15 therefore assented to her phone being searched. A thorough search, confirmed Ms.
16 DAVIS’s assertion that she had already deleted the recording from her phone

17 60. After finally being released from her confinement, Ms. DAVIS hurried to her hotel room,
18 packed her things, met up with Ms. RODRIGUEZ and left for the airport. Their flights did
not leave for another seven hours, but the two were afraid that LIZZO, Ms. QUIGLEY, or
someone at LIZZO’s direction might return with the intent to further confront or even hurt
them.

1 FIRST CAUSE OF ACTION

2 (FEHA Hostile Work Environment – Sexual Harassment)

3 (All Plaintiffs Against All Defendants)

4 61. Plaintiff incorporates by reference and realleges each of the foregoing paragraphs.

5 62. The conduct of Defendants LIZZO, BGBT, and Ms. QUIGLEY created a hostile work
6 environment for Plaintiffs, making the conditions of their employment intolerable in direct
7 contravention of various statutes and state law decisions, including but not limited to
8 California Government Code §12940(h) and (j). Plaintiffs were subjected to a hostile work
9 environment due to, including but not limited to, Defendants’ repeated exposure of
10 Plaintiffs to nudity against their will, and pervasive habit of sharing lewd fantasies and tales
11 of sexual encounters.

12 63. Such harassment was so severe or pervasive that it altered the terms and conditions of
13 Plaintiffs’ employment, creating a hostile, abusive work environment and making their
14 working conditions intolerable. Said harassment was sufficiently extreme and totally
15 pervasive to amount to a change in the terms and conditions of Plaintiffs’ employment.

16 64. Throughout their employment with LIZZO and BGBT, Plaintiffs were exposed to an
17 overtly sexual atmosphere that permeated their workplace, as explained in great detail
18 above. Plaintiffs Ms. DAVIS and Ms. WILLIAMS were pressured to participate in a nude
photoshoot as contestants on WOFTBG. Ms. DAVIS was particularly uncomfortable.
Additionally, dance cast captain, defendant Ms. QUIGLEY, constantly regaled the dance
cast, including Plaintiffs, with luridly detailed stories about her masturbatory habits and

1 sexual fantasies, occasionally taking breaks to publicly practice her oral sex skills on
2 bananas.

3 65. LIZZO herself pressured Plaintiffs and all her employees to attend outings where nudity
4 and sexuality were a focal point and disregarded any apprehension from Plaintiffs.
5 Specifically, when at Bananenbar in Amsterdam, Netherlands, LIZZO hounded her
6 employees to engage with nude performers. LIZZO hounded her employees to catch dildos
7 ejected from performers' vaginas. LIZZO cheered loudly to motivate employees to eat
8 bananas protruding from performers' vaginas. LIZZO hounded Ms. DAVIS to touch a
9 performer despite Ms. DAVIS repeatedly expressing she did not want to. Plaintiffs and
10 other employees watched as an elated LIZZO shouted at her security guard to remove his
11 pants while he was being whipped. This work environment would shock the conscience of
12 anyone as it did for Plaintiffs.

13 66. Plaintiffs have timely filed Complaints of Discrimination with the California Civil Rights
14 Department and obtained a Right to Sue dated July 14, 2023. As such, Plaintiffs have
15 exhausted their administrative remedies to pursue claims under the Fair Employment and
16 Housing Act ("FEHA").

17 67. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have
18 suffered and continues to suffer general, consequential, and special damages, including
but not limited to substantial losses in earnings, other employment benefits, physical
injuries, physical sickness, as well as emotional distress, plus medical expenses, future
medical expenses, and attorneys' fees, all to their damage in the amount according to proof.

1 68. As a proximate result of Defendants' conduct, Plaintiffs also suffered severe emotional
2 distress, anxiety, pain and suffering, physical injuries, physical sickness, medical expenses,
3 future medical expenses, attorneys' fees, and other damages to be determined at trial
4 according to proof.

5 69. Said actions justify the imposition of punitive damages in that Defendants committed the
6 acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention
7 of injuring Plaintiff, from an improper and evil motive amounting to malice, and in
8 conscious disregard of Plaintiff's rights. Based upon the foregoing, Plaintiffs are entitled to
9 recover punitive damages from Defendants, and each of them, in an amount according to
10 proof.

11 **SECOND CAUSE OF ACTION**

12 **(FEHA Failure to Prevent and/or Remedy Hostile Work Environment Sexual Harassment)**

13 **(All Plaintiffs Against All Defendants)**

14 70. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

15 71. Plaintiffs were subjected to harassment on the bases of their sex as alleged in more detail
16 above. Such conduct is prohibited by FEHA, Cal. Gov. Code §12940, subdivisions (j) and
17 (k).

18 72. Under FEHA, an employer is strictly liable for the harassing conduct of its agents and
supervisors. (Fisher v. San Pedro Peninsula Hospital (1989) 214 Cal.App.3d 590). FEHA

1 also requires employers to take all reasonable steps necessary to prevent unlawful
2 harassment from occurring (Gov. code §12940(j), (k)).

3 73. The sexually charged environment described above was not a secret; nor was Plaintiffs'
4 discomfort being exposed to such events. BGBT management was fully aware and in fact
5 in attendance at Bananenbar. Furthermore, Ms. QUIGLEY's sexually explicit comments
6 were inescapable. Ms. WILLIAMS and Ms. RODRIGUEZ reported tour bus drivers for
7 sexually inappropriate behavior. Nothing was done. Ms. DAVIS made it known to BGBT
8 management and security that she was incredibly uncomfortable with being pressured into
9 touching the nude breasts of a performer at Bananenbar. Nothing was done.

10 74. As the headlining act of "The Special Tour" it was clear that LIZZO was the ultimate
11 decision-making authority and supervisor of Plaintiffs. Additionally, as dance cast captain,
12 Ms. QUIGLEY also held a supervisory role within the production. At no point did anyone
13 from BGBT management nor LIZZO step in to put an end to this inappropriate behavior.
14 Accordingly, Defendants are strictly liable for LIZZO's and Ms. QUIGLEY's harassing
15 behavior.

16 75. Plaintiffs have timely filed Complaints of Discrimination with the California Civil Rights
17 Department and obtained a Right to Sue dated July 14, 2023. As such, Plaintiffs have
18 exhausted her administrative remedies to pursue claims under the Fair Employment and
Housing Act ("FEHA").

76. Defendants, and each of them, knew of the harassing conduct and actions by Defendants
LIZZO and Ms. QUIGLEY because their behavior was so extreme and pervasive it was

1 impossible to miss and/or ignore. However, Defendants failed to take immediate and
2 appropriate corrective action to stop the harassment.

3 77. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have
4 suffered and continue to suffer general, consequential, and special damages, including but
5 not limited to substantial losses in earnings, other employment benefits, physical injuries,
6 physical sickness, as well as emotional distress, plus medical expenses, future medical
7 expenses, and attorneys' fees (including expert costs), all to her damage in the amount
8 according to proof.

9 78. As a proximate result of Defendants' conduct, Plaintiffs also suffered severe emotional
10 distress, anxiety, pain and suffering, physical injuries, physical sickness, medical expenses,
11 future medical expenses, attorneys' fees (including expert costs), and other damages to be
12 determined at trial according to proof.

13 79. Said actions justify the imposition of punitive damages in that Defendants committed the
14 acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention
15 of injuring Plaintiffs, from an improper and evil motives amounting to malice, and in
16 conscious disregard of Plaintiffs' rights. Defendants had notice and knowledge that
17 Defendants LIZZO's and Ms. QUIGLEY's behavior was unwelcomed and unacceptable but
18 failed to take reasonable steps to prevent such conduct. Based upon the foregoing, Plaintiffs
are entitled to recover punitive damages from Defendants, and each of them, in an amount
according to proof.

THIRD CAUSE OF ACTION

1 **(FEHA Religious Harassment)**

2 **(All Plaintiffs Against Defendants QUIGLEY and BGBT)**

3 80. Plaintiff incorporates by reference and realleges each of the foregoing paragraphs.

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5 81. The conduct of Defendants Ms. QUIGLEY and BGBT created a hostile work environment
6 for Plaintiffs, making the conditions of their employment intolerable in direct contravention
7 of various statutes and state law decisions, including but not limited to California
8 Government Code §12940(h) and (j). Plaintiffs were subjected to a hostile work
9 environment due to, including but not limited to, Ms. QUIGLEY's unceasing mission to
10 force Plaintiffs to conform to Ms. QUIGLEY's religious beliefs.

11 82. Such harassment was so severe or pervasive that it altered the terms and conditions of
12 Plaintiffs' employment, creating a hostile, abusive work environment and making their
13 working conditions intolerable. Said harassment was a daily occurrence and sufficiently
14 extreme to amount to a change in the terms and conditions of Plaintiffs' employment.

15 83. As set forth in detail above, Ms. QUIGLEY loudly and unabashedly attempted to impress
16 her religious beliefs on everyone on tour. When any member of the dance cast expressed
17 disparate beliefs, Ms. QUIGLEY would show extreme displeasure and occasionally would
18 lash out in anger, berating those who disagreed with her. Ms. QUIGLEY kept tabs on Ms.
DAVIS's virginity and made it known that in her view the only way to be a purr, Christian
woman was to abstain from pre-marital sex.

1 84. Ms. QUIGLEY also attempted to strong arm Ms. RODRIGUEZ into conforming to Ms.
2 QUIGLEY's dogmatic beliefs. Despite Ms. RODRIGUEZ continually making it clear that
3 she did not want to share Ms. QUIGLEY's beliefs or appreciate Ms. QUIGLEY
4 proselytizing, Ms. QUIGLEY became irate. Ms. QUIGLEY proclaimed to other members
5 of the dance cast that it was Ms. QUIGLEY's personal mission to minister to Ms.
6 RODRIGUEZ and make her a believer. When Ms. RODRIGUEZ reported Ms.
7 QUIGLEY's intrusive behavior to Ms. Charlot, nothing was done to prevent Ms.
8 QUIGLEY from continuing to pontificate at Ms. RODRIGUEZ.

9 85. Plaintiffs have timely filed Complaints of Discrimination with the California Civil Rights
10 Department and obtained a Right to Sue dated July 14, 2023. As such, Plaintiffs have
11 exhausted their administrative remedies to pursue claims under the Fair Employment and
12 Housing Act ("FEHA").

13 86. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have
14 suffered and continues to suffer general, consequential, and special damages, including
15 but not limited to substantial losses in earnings, other employment benefits, physical
16 injuries, physical sickness, as well as emotional distress, plus medical expenses, future
17 medical expenses, and attorneys' fees, all to their damage in the amount according to proof.

18 87. As a proximate result of Defendants' conduct, Plaintiffs also suffered severe emotional
distress, anxiety, pain and suffering, physical injuries, physical sickness, medical expenses,
future medical expenses, attorneys' fees, and other damages to be determined at trial
according to proof.

1 88. Said actions justify the imposition of punitive damages in that Defendants committed the
2 acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention
3 of injuring Plaintiff, from an improper and evil motive amounting to malice, and in
4 conscious disregard of Plaintiff's rights. Based upon the foregoing, Plaintiffs are entitled to
5 recover punitive damages from Defendants, and each of them, in an amount according to
6 proof.

7 **FOURTH CAUSE OF ACTION**

8 **(FEHA Failure to Prevent and/or Remedy Religious Harassment)**

9 **(All Plaintiffs Against All Defendants)**

10 89. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

11 90. Plaintiffs were subjected to harassment on the basis of their religious beliefs as alleged in
12 more detail above. Such conduct is prohibited by FEHA, Cal. Gov. Code §12940,
13 subdivisions (j) and (k).

14 91. Under FEHA, an employer is strictly liable for the harassing conduct of its agents and
15 supervisors. (Fisher v. San Pedro Peninsula Hospital (1989) 214 Cal.App.3d 590). FEHA
16 also requires employers to take all reasonable steps necessary to prevent unlawful
17 harassment from occurring (Gov. code §12940(j), (k)).

18 92. As set forth in detail above, Ms. QUIGLEY loudly and unabashedly attempted to impress
her religious beliefs on everyone on tour. When any member of the dance cast expressed

1 disparate beliefs, Ms. QUIGLEY would show extreme displeasure and occasionally would
2 lash out in anger, berating those who disagreed with her. Ms. QUIGLEY kept tabs on Ms.
3 DAVIS's virginity and made it known that in her view the only way to be a purr, Christian
4 woman was to abstain from pre-marital sex.

5 93. Ms. QUIGLEY also attempted to strong arm Ms. RODRIGUEZ into conforming to Ms.
6 QUIGLEY's dogmatic beliefs. Despite Ms. RODRIGUEZ continually making it clear that
7 she did not want to share Ms. QUIGLEY's beliefs or appreciate Ms. QUIGLEY
8 proselytizing, Ms. QUIGLEY became irate. Ms. QUIGLEY proclaimed to other members
9 of the dance cast that it was Ms. QUIGLEY's personal mission to minister to Ms.
10 RODRIGUEZ and make her a believer. When Ms. RODRIGUEZ reported Ms.
11 QUIGLEY's intrusive behavior to Ms. Charlot, nothing was done to prevent Ms.
12 QUIGLEY from continuing to pontificate at Ms. RODRIGUEZ.

13 94. Ms. QUIGLEY was captain of the dance cast, placing her in a supervisory role over
14 Plaintiffs. BGBT was alerted to Ms. QUIGLEY's inappropriate preaching but did not do
15 anything to prevent it from continuing. Accordingly, BGBT and LIZZO are strictly liable
16 for Ms. QUIGLEY's religious harassment.

17 95. Plaintiffs have timely filed Complaints of Discrimination with the California Civil Rights
18 Department and obtained a Right to Sue dated July 14, 2023. As such, Plaintiffs have
exhausted her administrative remedies to pursue claims under the Fair Employment and
Housing Act ("FEHA").

1 96. Defendants, and each of them, knew of the harassing conduct and actions by Defendant
2 Ms. QUIGLEY because her behavior was so pervasive it was impossible to miss and/or
3 ignore. Additionally, Ms. RODRIGUEZ specifically reported how Ms. QUIGLEY's
4 perpetual preaching made Ms. RODRIGUEZ uncomfortable to BGBT. Not only did
5 Defendants fail to take immediate and appropriate corrective action to stop the harassment,
6 but the supervisor Ms. RODRIGUEZ reported Ms. QUIGLEY's harassment to only advice
7 to Ms. RODRIGUEZ was to take her concerns to Ms. QUIGLEY.

8 97. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have
9 suffered and continue to suffer general, consequential, and special damages, including but
10 not limited to substantial losses in earnings, other employment benefits, physical injuries,
11 physical sickness, as well as emotional distress, plus medical expenses, future medical
12 expenses, and attorneys' fees (including expert costs), all to her damage in the amount
13 according to proof.

14 98. As a proximate result of Defendants' conduct, Plaintiffs also suffered severe emotional
15 distress, anxiety, pain and suffering, physical injuries, physical sickness, medical expenses,
16 future medical expenses, attorneys' fees (including expert costs), and other damages to be
17 determined at trial according to proof.

18 99. Said actions justify the imposition of punitive damages in that Defendants committed the
acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention
of injuring Plaintiffs, from an improper and evil motives amounting to malice, and in
conscious disregard of Plaintiffs' rights. Defendants had notice and knowledge that
Defendant Ms. QUIGLEY's behavior was unwelcome and unacceptable but failed to take

1 reasonable steps to prevent such conduct. Based upon the foregoing, Plaintiffs are entitled
2 to recover punitive damages from Defendants, and each of them, in an amount according
3 to proof.

4 **FIFTH CAUSE OF ACTION**

5 **(FEHA Racial Harassment)**

6 **(Plaintiffs Ms. WILLIAMS and Ms. DAVIS Against Defendant BGBT)**

7 100. Plaintiffs Ms. WILLIAMS and Ms. DAVIS incorporate all paragraphs above as though
8 fully set forth herein.

9 101. The conduct of Defendant BGBT created a hostile work environment for Plaintiffs, making
10 the conditions of their employment intolerable in direct contravention of various statutes
11 and state law decisions, including but not limited to California Government Code
12 §12940(h) and (j). Plaintiffs were subjected to a hostile work environment due to,
13 including but not limited to, BGBT's management deriding Ms. WILLIAMS, Ms. DAVIS,
14 and the other black members of their dance team as lazy, unprofessional, "snarky," and
15 generally having bad attitudes. None of these same allegations were leveled against dancers
16 who are not black. After Ms. WILLIAMS was fired in a hotel lobby, in front of the entire
17 dance cast, and Ms. RODRIGUEZ confronted Ms. Gugliotta about how unprofessionally
18 she handled terminating Ms. WILLIAMS. Ms. Gugliotta responded, "we've never had any
problems with *you*," seeming to imply that Ms. RODRIGUEZ, one of the few members of
the dance cast who is not black, was not painted with the same generalized and unfounded
criticisms as the black members of the dance cast.

1 102. Such harassment was so severe or pervasive that it altered the terms and conditions of Ms.
2 WILLIAMS's and Ms. DAVIS's employment, creating a hostile, abusive work environment
3 and making their working conditions intolerable. Said harassment was a regular occurrence
4 and sufficiently extreme to amount to a change in the terms and conditions of Plaintiffs'
5 employment.

6 103. Plaintiffs have timely filed Complaints of Discrimination with the California Civil Rights
7 Department and obtained a Right to Sue dated July 14, 2023. As such, Plaintiffs have
8 exhausted their administrative remedies to pursue claims under the Fair Employment and
9 Housing Act ("FEHA").

10 104. As a direct and legal result of Defendants' conduct, and each of them, Plaintiffs have
11 suffered and continues to suffer general, consequential, and special damages, including
12 but not limited to substantial losses in earnings, other employment benefits, physical
13 injuries, physical sickness, as well as emotional distress, plus medical expenses, future
14 medical expenses, and attorneys' fees, all to their damage in the amount according to proof.

15 105. As a proximate result of Defendants' conduct, Plaintiffs also suffered severe emotional
16 distress, anxiety, pain and suffering, physical injuries, physical sickness, medical expenses,
17 future medical expenses, attorneys' fees, and other damages to be determined at trial
18 according to proof.

106. Said actions justify the imposition of punitive damages in that Defendants committed the
acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention
of injuring Plaintiff, from an improper and evil motive amounting to malice, and in

1 conscious disregard of Plaintiff's rights. Based upon the foregoing, Plaintiffs are entitled to
2 recover punitive damages from Defendants, and each of them, in an amount according to
3 proof.

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5 **SIXTH CAUSE OF ACTION**

6 **(FEHA Disability Discrimination)**

7 **(Plaintiff Ms. DAVIS Against Defendants BGBT and LIZZO)**

8 107. Plaintiff Ms. DAVIS incorporates all paragraphs above as though fully set forth herein.

9 108. At all times mentioned in this complaint, Defendants regularly employed five or more
10 persons, bringing Defendants within the provisions of California Fair Employment and
11 Housing Act ("FEHA"), Government Code, § 12926(d).

12 109. This cause of action is brought pursuant to the FEHA, Gov. Code § 12940(a), prohibiting
13 termination of an employee, such as Plaintiff, from employment or to discriminate against
14 employees, such as Plaintiff, on the basis of the employee's pregnancy or disability.

15 110. LIZZO and BGBT knew or should have known of Ms. DAVIS's struggles with anxiety,
16 depression, and Binge Eating Disorder from the psychological examination she submitted
17 to before filming for WOFTBG started. Furthermore, after Ms. DAVIS was made so
18 anxious during her re-audition that she believed she was not allowed to leave the stage,
leading to her losing control of her bladder, it should have been wildly apparent that Ms.
DAVIS was grappling with some stressor in her life.

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111. Despite being on notice of this, LIZZO and Ms. Scott held a meeting in which they interrogated Ms. DAVIS about her health and well being until Ms. DAVIS felt compelled to disclose further details about her conditions. While interrogating Ms. DAVIS, LIZZO and Ms. Scott only seemed interested in finding an explanation as to why Ms. DAVIS had gained weight and made Ms. DAVIS believe that if she were to take time away from rehearsals to treat her Binge Eating Disorder, Ms. DAVIS would lose her spot on the dance cast.

112. Defendants' adverse actions, including, but not limited to, this interrogation, were at least in part in retaliation for Ms. DAVIS elaborating on her disability during the interrogation LIZZO and Ms. Scott subjected Ms. DAVIS to.

113. But for Ms. DAVIS's disability, Defendants would not have taken adverse employment actions.

114. Ms. DAVIS timely filed a charge of discrimination and received a Notice of Right to Sue from the DFEH. Thus, Plaintiff has exhausted her administrative remedies.

115. As the legal result of Defendants' conduct, Ms. DAVIS has suffered and continues to suffer substantial losses of wages, salary, benefits and additional amounts of money that Ms. DAVIS would have received if Defendants had not discriminated against him as alleged above. As a result of such discrimination and consequent harm, Ms. DAVIS has suffered such damages in an amount according to proof. Ms. DAVIS claims such amounts as damages pursuant to California Civil Code § 3287 and/or § 3288 and/or any other

1 provision of law providing for prejudgment interest.

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3 116. As the further legal result of Defendants' conduct, Ms. DAVIS has been harmed in that he
4 has suffered the intangible loss of such employment-related opportunities as experience
5 and status in the positions previously held by him, all to his damage in an amount
6 according to proof.

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8 117. The above-cited conduct of Defendants was done with malice, fraud and oppression, and
9 in reckless disregard of Ms. DAVIS's rights under the FEHA. Defendants consciously,
10 intentionally and in conscious disregard of her rights discriminated against Plaintiff
11 because of his disability. Ms. DAVIS is thus entitled to recover punitive damages from
12 Defendants in an amount according to proof.

13 118. As the result of Defendants' discriminatory acts as alleged herein, Ms. DAVIS is entitled
14 to reasonable attorney's fees and costs of suit as provided by FEHA, Gov. Code §
15 12965(b).

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SEVENTH CAUSE OF ACTION

Intentional Interference with Prospective Economic Advantage

(All Plaintiffs Against Defendant BGBT)

19 119. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

20 120. Plaintiffs are all working, professional dancers contracted with talent agencies. Defendant
21 BGBT knew Plaintiffs were represented by agents and that said agents' jobs were to find

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Plaintiffs jobs applying their talents and skills as dancers.

121. Defendant had also been made aware by Plaintiffs and their respective agents that Plaintiffs had received offers to work on other projects than “The Special Tour” and performing with LIZZO.

122. Despite being notified of Plaintiffs’ pending job offers, BGBT directed Plaintiffs’ agents to place Plaintiffs on a “soft hold” while Plaintiffs were on a break from touring. This hold meant that agents were to decline offers on behalf of Plaintiffs so Plaintiffs’ time could be reserved in the event BGBT and LIZZO needed their services.

123. As a result of the hold, Plaintiffs were forced to decline other job offers. As Plaintiffs were not paid anything by BGBT during these periods of soft holds, being forced to forego paying jobs resulted in economic loss to Plaintiffs.

124. Plaintiffs are informed and believe that the aforesaid acts directed towards them were carried out with a conscious disregard for their rights to be free from tortious behavior, such as to constitute oppression, fraud, and/or malice pursuant to California Civil Code § 3294, entitling Ms. DAVIS and Ms. RODRIGUEZ to punitive damages in an amount appropriate to punish and deter Defendant LIZZO from engaging in this type of behavior.

EIGHTH CAUSE OF ACTION

Assault

(Plaintiff Ms. RODRIGUEZ Against Defendant LIZZO)

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125. Plaintiff Ms. RODRIGUEZ incorporate all paragraphs above as though fully set forth herein.

126. During the meeting in which Ms. DAVIS was fired, LIZZO became increasingly more irate. When Ms. RODRIGUEZ explained that she did not appreciate how LIZZO handled Ms. DAVIS's termination and was therefore resigning, LIZZO approached Ms. RODRIGUEZ aggressively, yelling profanities, cracking her knuckles, and balling her fists apparently preparing herself attack Ms. RODRIGUEZ. LIZZO exclaimed, "You're lucky. You're so fucking lucky!" Ms. RODRIGUEZ feared LIZZO intended to hit her and would have done so if one of the other dancers had not intervened. LIZZO was restrained and pulled away before she could contact Ms. RODRIGUEZ. Three other members of the dance cast escorted Ms. RODRIGUEZ to her hotel room so she could pack her things.

127. Defendant LIZZO committed these acts during the course and scope of her capacity as employee/owner of BGBT.

128. In doing the acts as alleged above, LIZZO intended to cause or to place Ms. RODRIGUEZ in apprehension of harmful and offensive bodily contact.

129. In fact, as alleged above, it is apparent that LIZZO intended to make contact with Ms. RODRIGUEZ's person.

130. As a direct result of LIZZO's actions, Ms. RODRIGUEZ was placed in great apprehension

1 of harmful contact to her person.

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3 131. At no time did Ms. RODRIGUEZ consent to being contacted by LIZZO.

4 132. As a proximate result of the acts of LIZZO as alleged above, Ms. RODRIGUEZ feared for
5 her safety. This fear caused and continues to cause Ms. RODRIGUEZ severe emotional
6 distress. As a result of these injuries, Ms. RODRIGUEZ have suffered general damages.

7 133. Ms. RODRIGUEZ is informed and believes that the aforesaid acts directed towards her
8 were carried out with a conscious disregard for her right to be free from tortious behavior,
9 such as to constitute oppression, fraud, and/or malice pursuant to California Civil Code §
10 3294, entitling Ms. RODRIGUEZ to punitive damages in an amount appropriate to punish
11 and deter Defendant LIZZO from engaging in this type of behavior.

12 **NINTH CAUSE OF ACTION**

13 **False Imprisonment**

14 **(Plaintiff Ms. DAVIS Against Defendant BGBT)**

15 134. Plaintiff Ms. DAVIS incorporates all paragraphs above as though fully set forth herein.

16 135. After she was terminated, Ms. DAVIS was confined to a room against her will. Ms.
17 DAVIS was told she was not allowed to leave the room unless she submitted to a search of
18 the contents of her phone and her iCloud storage. Ms. DAVIS explained that there was no

1 recording on her phone as she had already deleted it. Ms. DAVIS did not want to allow
2 BGBT to comb through her phone but had been told it was the only way she would be able
3 free to leave the room. Ms. DAVIS eventually acquiesced and allowed BGBT security to
4 search her phone. Only after security finished searching her phone was Ms. DAVIS
5 allowed to leave the room.

6 136. Defendant BGBT in committing the acts as alleged above intentionally deprive Ms.
7 DAVIS of her freedom of movement by use of threats of force, menace, and unreasonable
8 duress.

9 137. As a direct result of Defendant BGBT's efforts to restrict Ms. DAVIS's freedom of
10 movement, Ms. DAVIS felt compelled to remain in the room in which she was detained.

11 138. Ms. DAVIS did not voluntarily consent to being restrained in a room, but rather was lured
12 there under false pretenses and told she could not leave.

13 139. As a proximate result of BGBT's actions, Ms. DAVIS suffered and continues to suffer
14 emotional distress.

15 140. BGBT's conduct was a substantial factor in causing Ms. DAVIS's emotional distress. As a
16 result of these injuries, Ms. DAVIS, and Ms. RODRIGUEZ have suffered general
17 damages.
18

1 141. Ms. DAVIS is informed and believes that the aforesaid acts directed towards her were
2 carried out with a conscious disregard for her right to be free from tortious behavior, such
3 as to constitute oppression, fraud, and/or malice pursuant to California Civil Code § 3294,
4 entitling Ms. DAVIS to punitive damages in an amount appropriate to punish and deter
5 Defendant BGBT from engaging in this type of behavior.

6 **PRAYER**

7 1. For damages according to proof, including unpaid wages, loss of earnings,
8 deferred compensation, and other employment benefits;

9 2. For general damages, including but not limited to emotional distress, according
10 to proof;

11 3. For other special damages according to proof, including but not limited to
12 reasonable medical expenses;

13 4. For punitive damages according to proof;

14 5. For prejudgment interest on lost wages and benefits;

15 6. For costs incurred by Plaintiffs, including reasonable attorneys' fees and costs of
16 suit, in obtaining the benefits due to Plaintiffs and for violations of Plaintiffs' civil rights
17 through the Fair Employment and Housing Act, as set forth above; and
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7. For such other and further relief as the court deems just and proper.

Dated: July 18, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

By: _____

Ronald Zambrano, Esq.
Attorney for Plaintiffs,
CRYSTAL WILLIAMS,
ARIANNA DAVIS, and NOELLE
RODRIGUEZ

DEMAND FOR JURY TRIAL

Plaintiffs hereby respectfully demand a jury trial.

Dated: July 18, 2023

WEST COAST EMPLOYMENT LAWYERS, APLC

By: _____

Ronald Zambrano, Esq.
Attorney for Plaintiffs,
CRYSTAL WILLIAMS,
ARIANNA DAVIS, and NOELLE
RODRIGUEZ

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