

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CAROLINE MANZO,
Plaintiff,

Index No.

-against-

SUMMONS

BRAVO MEDIA LLC,
FOREST PRODUCTIONS INC.,
WARNER BROS. ENTERTAINMENT INC.,
NBCUNIVERSAL MEDIA, LLC,
SHED MEDIA US INC.,
PEACOCK TV LLC,
Defendants.

Plaintiff Demands
A Trial by Jury

Venue is based on Defendant
NBCUNIVERSAL MEDIA, LLC
and PEACOCK TV LLC's
principal place of business at
30 Rockefeller Plaza, New York,
NY 10112 in NY County

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To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
January 26, 2024

DEREK SMITH LAW GROUP, PLLC.
Attorneys for Plaintiff

By: /s/ Derek T. Smith
One Penn Plaza, Suite 4905
New York, New York 10119
(212) 587-0760

Defendants' Address:

BRAVO MEDIA LLC,
(Via Secretary of State)

FOREST PRODUCTIONS INC.
(Via Secretary of State)

WARNER BROS. ENTERTAINMENT INC.
(Via Secretary of State)

NBCUNIVERSAL MEDIA, LLC
(Via Secretary of State)

SHED MEDIA US INC.
(Via Secretary of State)

PEACOCK TV LLC
(Via Secretary of State)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CAROLINE MANZO,
Plaintiff,
-against-

Index No.
COMPLAINT

BRAVO MEDIA LLC,
FOREST PRODUCTIONS INC.,
WARNER BROS. ENTERTAINMENT INC.,
NBCUNIVERSAL MEDIA, LLC,
SHED MEDIA US INC.,
PEACOCK TV LLC,
Defendants.

Plaintiff Demands
A Trial by Jury

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To the above-named Defendants:

Plaintiff, CAROLINE MANZO (hereinafter “Plaintiff” and “MANZO”) by and through her attorneys, DEREK SMITH LAW GROUP, PLLC, files this complaint against Defendants BRAVO MEDIA LLC, FOREST PRODUCTIONS INC., WARNER BROS. ENTERTAINMENT INC., NBC UNIVERSAL MEDIA, LLC, SHED MEDIA US INC., PEACOCK TV LLC, (hereinafter collectively referred to as “Defendants”), upon information and belief as follows:

Defendants, including Bravo, regularly ply the Real Housewives cast with alcohol, cause them to become severely intoxicated, and then direct, encourage and/or allow them to sexually harass other cast members because that is good for ratings. Plaintiff, Caroline Manzo, is a victim of those harmful actions. This lawsuit seeks to hold Defendants accountable for their unlawful conduct and hopefully discourage Defendants from continuing to sacrifice their cast members’ safety for their own ratings and profits.

“the producers ask you to do something and then you get in trouble for it!!!! The Producers need to follow the rules”

“Producers may not shove the alcohol down our throats, but they sure do encourage it even in Morocco during the day where it’s illegal to drink.”

“They had pretty sure told me to rip his shirt off. . .I was doing what I was told.”

-Brandi Glanville



INTRODUCTION

This is a case about Bravo Media LLC and the other Defendants' decision to selfishly sacrifice the safety and wellbeing of Plaintiff, CAROLINE MANZO, for their own ratings and profits.

“Since its inception in the early 1990s, reality television has been linked to negative effects on participants' safety, emotional health, and welfare.”¹ For example, there have been at least 38 suicides stemming from actions and inactions by producers and networks of reality television shows. Despite this knowledge, reality television producers and networks care more about their ratings and advertising revenue than they do about the safety of the show's participants. A horrific example is that in “August 2011, Russell Armstrong, a cast member of Bravo network's popular television show *The Real Housewives of Beverly Hills*, committed suicide weeks before the second season was set to air.” *Id.* “Bravo executives debated whether or not to televise the season, and ultimately decided to air it. Bravo's decision, and the subsequent viewing statistics, has proven that audiences are drawn to “real-life” drama, even in the aftermath of a suicide. The second season drew in 2.2 million viewers, 42% more viewers than the first season, making it the highest rated *Real Housewives* series and Bravo's most popular show.” *Id.*

The Real Housewives is an American reality television franchise. Eleven different series have been produced in the United States with another twenty-one international adaptations. *The Real Housewives of New Jersey* is the fourth installment in the franchise and was announced in 2008. The original cast includes Plaintiff, Caroline Manzo, who first appeared on the show in 2009. Ms. MANZO remained a cast member until she left the series after its fifth season in 2014. Since then, Defendants have produced a spinoff series entitled *The Real Housewives Ultimate Girls Trip* (“RHUGT”), which is filmed in different locations throughout the world. In 2023, Defendants hired Ms. MANZO to appear in the fourth season of RHUGT which took place in Marrakesh, Morocco. One of the other cast members to participate in this series with Ms. MANZO is a woman by the name of Brandi GLANVILLE. Ms. GLANVILLE appeared in the second through fifth season of Defendants' series, *The Real Housewives of Beverly Hills*. Defendants fired Ms. GLANVILLE after the series' fifth season. However, Ms. GLANVILLE continued to make guest appearances in the show's sixth, ninth, and tenth seasons. In 2022, Defendants hired Ms. GLANVILLE for Season 2 of RHUGT which took place in the Berkshires, Massachusetts. It was Ms. GLANVILLE who on the RHUGT in Morocco, sexually abused Ms. MANZO. Defendants had overwhelming prior notice of Ms. GLANVILLE's prior deviant sexual proclivities and sexually harassing conduct. However, despite this knowledge, Defendants wrongfully continued to hire GLANVILLE for their shows. Defendants allowed, condoned and even encouraged Ms. GLANVILLE's sexually aggressive and offensive conduct on others on the sets. Defendants profited from Ms. GLANVILLE's sexually offensive and harassing conduct and, once again, chose ratings and profit over protecting their employees. Defendants never should have hired Ms. GLANVILLE to participate in RHUGT, because they knew that she tended to sexually harass others. Defendants even encouraged Ms. GLANVILLE to become drunk on the set so that she would be more likely to commit outrageous and harassing acts, thereby helping Defendants' ratings without regard to the rights and safety of those around her. As a result of Defendants' actions and inactions, Ms. GLANVILLE sexually abused and harassed Ms. MANZO causing Ms. MANZO extreme emotional distress and other loss of enjoyment of life and other damages.

¹ “Harsh Reality: When Producers and Networks Should Be Liable for Negligence and Intentional Infliction of Emotional Distress” *Seton Hall Journal of Sports and Entertainment Law* [Vol. 23.1]

PARTIES

1. Plaintiff CAROLINE MANZO (hereinafter “Plaintiff” and “MANZO”) complains pursuant to the law of the United States of America, the State of New York and the City of New York, the Laws of the State of New Jersey and the laws of the State of California seeking damages to redress the injures she has suffered as a result of being discriminated and retaliated against by her employer on the basis of sex and gender, sexual harassment, sexual assault, and retaliation.
2. CAROLINE MANZO (herein also referred to as (“MANZO”) is a woman who resides in the State of New Jersey.
3. MANZO began her career with Defendants as part of the main cast for the premiere of Bravo’s reality television series The Real Housewives of New Jersey in 2009.
4. At all times material, Defendant BRAVO MEDIA LLC (herein also referred to as “BRAVO” or “Defendant”) is a Domestic Business Corporation duly existing pursuant to, and by virtue of, the laws of the State of New York, with its principal place of business located at 30 Rockefeller Plaza, New York, NY 10112.
5. At all times material, Defendant FOREST PRODUCTIONS INC. (herein also referred to as “FOREST” or “Defendant”) is a video production company and is a Delaware Corporation with its principal place of business located at 3800 Barham Boulevard, Suite 410, Los Angeles, CA 90068.
6. At all times material, Defendant WARNER BROS. ENTERTAINMENT INC. (herein also referred to as “WARNER” or “Defendant” is an American film and entertainment studio and is a Delaware Corporation with its principal place of business located at 4000 Warner Blvd. Burbank, California 91522.
7. At all times material, Defendant NBCUNIVERSAL MEDIA, LLC (herein also referred

- to as “NBC” or “Defendant”) is a Delaware Limited Liability Company with its principal place of business located at 30 Rockefeller Plaza, New York, NY 10112.
8. At all times material, Defendant SHED MEDIA US INC. (herein also referred to as “SHED MEDIA” or “Defendant”) is Delaware Corporation with its principal place of business located at 3800 Barham Boulevard, Los Angeles, CA 90068.
 9. At all times material, Defendant PEACOCK TV LLC (herein also referred to as “PEACOCK” or “Defendant”) is a Delaware Limited Liability Company with its principal place of business located at 30 Rockefeller Plaza, New York, NY 10112.
 10. At all times material, GLANVILLE was an employee of Defendants.
 11. At all times material, Defendants are and were corporations, limited liability companies, associations, partnerships, joint ventures, or other business entities who at all times herein mentioned conducted business in the States of New York, New Jersey, California and in Morocco.
 12. Defendants, through their agents or employees, took adverse actions and made unlawful employment decisions relating to GLANVILLE within the states of California and New York.
 13. MANZO is informed and believes and thereon alleges that at all relevant times each and all of the Defendants was the integrated enterprise, joint employer of and was engaged with some or all of the other Defendants in a joint enterprise for profit and bore such other relationships to some or all of the other Defendants so as to be liable for the conduct of them. MANZO performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of MANZO as employers, either directly or indirectly, and of the manner in which Defendants’ business was conducted.

14. At all times herein mentioned, Defendants, and each of them, were the agents, employees, servants, partners, independent contractors, joint venturers, and/or participants with all other Defendants, and with each other, and in doing the things hereinafter mentioned, were agents, employees, servants, partners, and joint venturers and/or acted with the consent and permission of the co-Defendants, and each of them.
15. At all times herein mentioned, Defendants produce and are responsible for The Real Housewives franchise.
16. At all times herein mentioned, Defendants produce and are responsible for the series The Real Housewives Ultimate Girls Trip.
17. At all times material, BRANDI LYNN GLANVILLE (herein also referred to as “GLANVILLE”) was and is an American television personality.
18. GLANVILLE first joined Bravo’s The Real Housewives of Beverly Hills in 2011 as a supporting cast member and friend of the housewives. However, GLANVILLE became a full-time cast member in 2012. She exited the show after season 5.
19. GLANVILLE also starred in Season 2 two of Defendant BRAVO The Real Housewives Ultimate Girls Trip – Blue Stone Manor.
20. This case involves acts of sexual harassment and assault committed by GLANVILLE against MANZO which was caused by and allowed to happen by Defendants.
21. Around December 2022, MANZO signed a contract and agreed with Defendants to return to reality television and appear on Defendant BRAVO The Real Housewives: Ultimate Girls Trip Season 4 with its location being filmed in Morocco.
22. Defendants supposedly required a pre-filming class where sexual harassment training was discussed. Upon information and belief Defendants did not require GLANVILLE to attend this class.

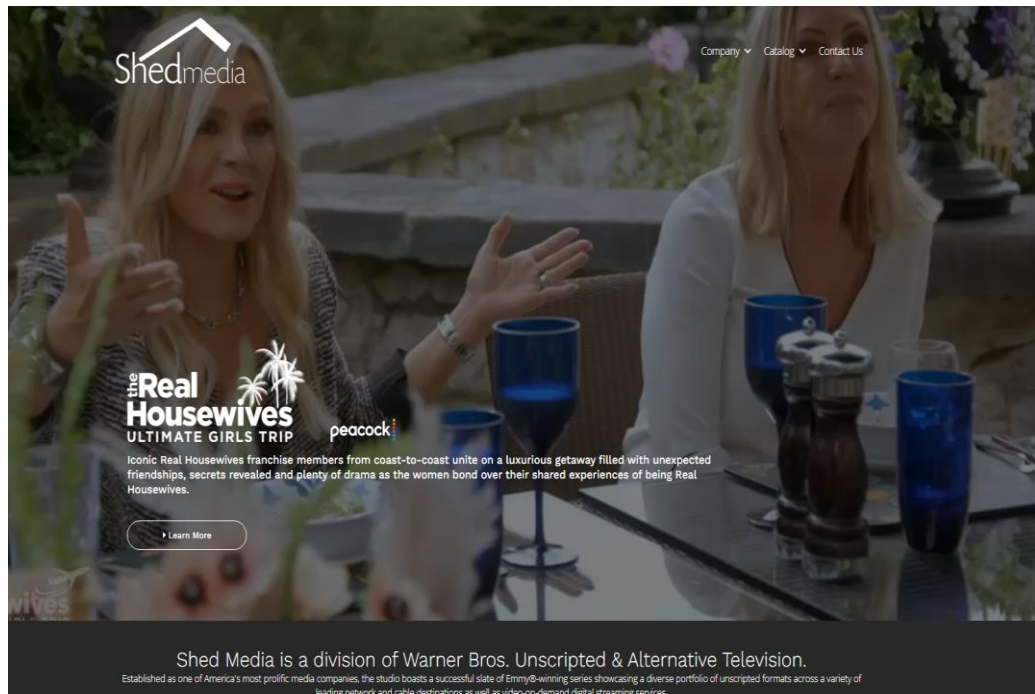
23. For the purposes of The Real Housewives Ultimate Girls' Trip, all Defendants, BRAVO MEDIA LLC, FOREST PRODUCTIONS INC., WARNER BROS. ENTERTAINMENT INC., NBC UNIVERSAL MEDIA, LLC, SHED MEDIA US INC., PEACOCK TV LLC are one single employer as well as a joint employer.

24. For example,

- the subject "THE REAL HOUSEWIVES ULTIMATE GIRLS TRIP" / Caroline Manzo / TALENT AGREEMENT" was signed by Caroline Manzo, and was purportedly a contract with the Studio, Forest Productions Inc.
- at the bottom left of each page was the stamp, "NBCUniversal:7555108v1" which indicates that the contract was also one with NBC UNIVERSAL MEDIA, LLC.
- The email address listed in the agreement was "ReportingCandidacy@nbcuni.com" another indication of NBC UNIVERSAL MEDIA, LLC's involvement as single and joint employer.
- The agreement also states, To learn more about how Producer collects and uses your personal information in connection with this production, refer to Producer's Privacy Notice at <https://policies.warnerbros.com> To the extent NBCUniversal also collects and uses your information as a participant in connection with the production, please see <https://www.nbcuniversal.com/privacy/participant>. These notices may be updated from time to time." This demonstrates NBC UNIVERSAL MEDIA, LLC and WARNER BROS. ENTERTAINMENT INC. part of a single and/or joint employer of Plaintiff.
- Throughout the agreement, it refers to the "Network" which is defined as follows: "Network" shall mean one or more of the television networks or

platforms (e.g., Peacock streaming platform) of NBCUniversal Media, LLC or its related and/or affiliated entities. This demonstrates that PEACOCK TV LLC, along with the other Defendants are a single and/or joint employer of Plaintiff.

- SHED MEDIA US INC. is a division of Warner Brothers and also purports to produce the Real Housewives Ultimate Girls Trip.



- When Defendants sent Plaintiff documents to be signed in order to be paid they sent them from Daniel.Crunkhorn@shedmedia.com showing Shed Media's further involvement.
- On an email reply from Daniel Crunkorn (supposedly at "Shed Media") to Caroline Manzo, it stated, [CAUTION] This email originated outside Warner Bros. (highlight in original). This further demonstrates that all Defendants are acting as one.
- Furthermore, Dion Lozano at Dion.Lozano@shedprod.com was coordinating with MANZO regarding shoots.

- On Bravo’s website, it states, Andy Cohen who works for Defendant BRAVO MEDIA LLC, “serves as executive producer on over 14 properties across NBCUniversal, including “The Real Housewives” franchise and hosts the network’s highly rated reunion specials.” See <https://www.bravotv.com/people/andy-cohen>. At all times herein mentioned, Andy Cohen produces “The Real Housewives” for Defendant Bravo and the other Defendants.
- After Plaintiff’s sexual assaults, Defendants connected her with Labor Relations at NBC UNIVERSAL MEDIA, LLC.

25. Thus, all of the Defendants are interconnected and are a single employer and/or joint employers of the Plaintiff.

26. As can be seen all of the Defendants were working as one and together as part of the Real Housewives Ultimate Girl’s Trip.

27. Discovery will reveal further information on how each of the Defendants is connected and part of the others.

JURISDICTION AND VENUE

28. The case involves a question of Federal Law under Title VII of the Civil Rights Act of 1964 and 18 USC 1591 as well as supplemental jurisdiction over all state and city claims.

29. Venue is proper in NBCUNIVERSAL MEDIA, LLC has its principal place of business located at 30 Rockefeller Plaza, New York, NY 10112 within the County of New York.

30. Defendants made the decision to engage and use Brandi Glanville in the Southern District of New York with respect to the subject Morocco filming where Plaintiff was harmed. Defendants committed a tortious act within the State of New York.

31. Defendants transact business within the state of New York and/or contract anywhere to supply goods or services in the state of New York.
32. Defendants committed a tortious act within the state of New York.
33. Defendants regularly do or solicit business, or engage in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in the state of New York.
34. Defendants own, use or possess real property situated within the state.
35. The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 states in relevant part, “Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute, or the named representative of a class or in a collective action alleging such conduct, no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute.”
36. Plaintiff elects as such and any parties’ arbitration agreement is not valid.
37. The parties’ agreement also states that, “Should any provision of this Agreement be held to be void, invalid, inoperative or unenforceable by an adjudicator of competent jurisdiction, such provision shall be curtailed, limited or eliminated only to the minimum extent necessary to permit such provision to be held valid and enforceable, and all other terms of this Agreement shall remain in full force and effect.” Thus, the other provisions of the contract with respect to applicable law and jurisdiction remain in effect.
38. The agreement further states, that the arbitration “DECISION SHALL BE BASED ON THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK.” Since

“all other terms shall remain in full force and effect,” New York law thus applies to this case.

39. The agreement further states, “The burden of proof for any claim submitted to arbitration shall be as it would be if such claim were litigated in a judicial proceeding and the decision shall be **based on the internal substantive laws of the state of New York.**” For the same reason as above, New York law applies.²

40. The parties’ agreement entitled, “THE REAL HOUSEWIVES ULTIMATE GIRLS TRIP” / Caroline Manzo / TALENT AGREEMENT” calls for the substantive laws of the State of New York to be applied. This is yet another reason why New York law applies. Specifically, it states, “This Agreement shall be construed and enforced in accordance with the internal, substantive laws of the State of New York, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where negotiation, execution and performance of this Agreement may actually occur and without regard to that state’s conflict of laws provisions.”

41. The parties’ contract states, “The parties to a Dispute agree to submit to the in personam jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York for purposes of: (i) enforcing the agreement to arbitrate set forth herein; (ii) confirming any arbitration award or entering judgment thereon; and (iii) any court proceeding under subparagraphs (c) or (d) above The exclusive venue of any court proceedings under subparagraphs (c) or (d) above shall be the appropriate state and federal courts in the State of New York.

² “Frabotta's argument that the choice of law provision applies only to disputes that are arbitrated is similarly strained. Here, the Agreements clearly state that the parties agree to arbitrate all disputes, and that the arbitrators in those actions will apply Colorado Law. The Restatement provides that the law of the state chosen by the parties "to govern their contractual rights and duties" will be applied unless certain exceptions apply. The parties here agreed that their contractual rights and duties would be governed by Colorado law. That the Agreement references only arbitration does not render this provision meaningless.” *Zynex Med., Inc. v. Frabotta*, 2022 U.S. Dist. LEXIS 76975, *7

The parties to any Dispute waive any and all objections that they may have as to jurisdiction or venue in any of the above-referenced courts.” This is another reason why New York law applies.

42. Furthermore, Defendants, through their agents or employees, took adverse actions and made unlawful employment decisions relating to GLANVILLE within the states of California and New York.
43. Defendants hired Plaintiff out of their New York City and California offices.
44. These decisions that occurred in New York and California include but are not limited to a) deciding to continue to retain GLANVILLE in the series with Manzo despite the fact that respondents knew that GLANVILLE has a long history of sexually harassing others; b) deciding to ply GLANVILLE with copious amounts of alcohol so that she would act outrageous and sexually harass others; c) decided to encourage and direct GLANVILLE to sexually harass others including MANZO.
45. Each of the Defendants have offices and/or studios in New York City.
46. Plaintiff worked for Defendants in New Jersey, in New York and in Morocco where Defendants sent Plaintiff on a plane trip paid for by Defendants.
47. For the herein mentioned Real Housewives Ultimate Girls Trip, Defendants filmed Plaintiff at her home in Franklin Lakes, New Jersey for scenes including a packing scene prior to sending Plaintiff to Morocco. In fact, the Parties entered into a “Location Agreement” whereby Defendants obtained the right to use Plaintiff’s New Jersey house for filming.
48. Defendants provided Plaintiff with a cellphone to film herself in New Jersey as she was leaving for Morocco.
49. Also, as part of the Plaintiff’s employment for Defendants, Defendants required Plaintiff to appear and be filmed in New York City after returning from Morocco.

Plaintiff, in fact made numerous appearances in New York City as part of her duties for Defendants. The parties' agreement specifically states, "Artist shall participate in press and promotional activities (including digital "after-shows") as reasonably requested by Network."

50. Plaintiff worked for Defendants in New Jersey, in New York, New York City, and in Morocco.

51. This is not a situation where an employee happens to live in-state and commutes out of state seeking to apply her in-state laws. Rather, Plaintiff actually worked for Defendants in New Jersey and New York City, and it was Defendants who bought Plaintiff plane tickets and sent Plaintiff to be filmed in Morocco. Defendants cannot therefor escape application of New York and/or New York City and/or New Jersey laws.

52. The agreement defined "Network" as follows, "'Network" shall mean one or more of the television networks or platforms (e.g., Peacock streaming platform) of NBCUniversal Media, LLC or its related and/or affiliated entities." Such a definition was mean to include all of the Defendants listed herein since they all are Plaintiff's joint and/or single entity employer.

53. In addition to Federal Law, Plaintiff pleads that New York Law applies. In the alternative, Plaintiff pleads that California or New Jersey Law apply in the event New York Law does not apply.

54. Thus, New York, New Jersey and California Law apply as well as Federal Law as stated below.

A brief chronology of the salient facts is as follows:

Day #1

37. On Sunday, January 22, 2023, at approximately 9:00 a.m., MANZO and several members of the cast of Defendant BRAVO The Real Housewives: Ultimate Girls Trip Season 4 gathered in the lobby of the Four Seasons Hotel Casablanca, Morocco.
38. The cast waited in the lobby at the Four Seasons Hotel then boarded vans to take them to private villas to meet up with the rest of the castmates and to where they would be staying for the duration of filming of the show.
39. On Sunday, January 22, 2023, upon arriving at the villa, MANZO greeted her castmates once more and then each of the cast members proceeded to choose their rooms.
40. Once rooms were chosen, MANZO unpacked, got settled into her room and met her castmates for drinks by the pool area at the villa. MANZO and her castmates then proceeded to attend a lunch set up on the terrace by the pool where they were tutored by a local resident on basic customs and manners of Moroccan people.
41. That evening, MANZO and her castmates had dinner at the Mandarin Oriental Hotel and then returned to their rooms for the night.

Day #2

42. On Monday morning, January 23, 2023, MANZO met her castmates for breakfast. After breakfast, MANZO and her castmates were taken to the “souk” or market to shop. After the souk, MANZO and her castmates had lunch at a local Moroccan restaurant and then headed back to the villa to freshen up before a girls’ night out in town planned by Real Housewife of Atlanta, Eva Marcille.

Day #3

43. On Tuesday morning, January 24, 2023, MANZO and the castmates started the day with a traditional Moroccan breakfast at the villa.
44. On Tuesday afternoon, January 24, 2023, MANZO and the castmates again, went to the souk, where they were to meet a local female Moroccan chef at the spice shop. MANZO and the castmates shopped for ingredients to cook a traditional Moroccan meal at the chef's home.
45. On Tuesday afternoon, at the chef's home, GLANVILLE's behavior became crude, rude, disrespectful, and sexually harassing. GLANVILLE began making lewd gestures and sexual comments. In one of her comments, GLANVILLE compared a vegetable to a penis, stating, "THAT PEPPER LOOKS LIKE A DICK." GLANVILLE was also peeling a strawberry with a potato peeler and the chef of the house tried to explain that the peeler was not to peel a strawberry. GLANVILLE yelled at the woman in her own home as follows: "I KNOW BITCH! THIS IS WHAT I WANT TO DO."
46. MANZO objected to GLANVILLE's offensive sexual comments. MANZO told GLANVILLE that her behavior and disrespect for this chef in her own home was appalling. MANZO further stated that GLANVILLE's sexually offensive behavior cast Americans and American women in a derogatory light.
47. GLANVILLE yelled at MANZO, "Shut up! This is my vacation, Bitch. I'll do what the fuck I want!"
48. On Tuesday evening, January 24, 2023, MANZO and the castmates went back to the villa where they would be filming an evening shoot and were to be entertained by a belly dancer and enjoy a festive Moroccan dinner.

49. MANZO walked on set and into the film shoot. MANZO made a conscious effort to be kind to GLANVILLE in order to move past the argument between GLANVILLE and MANZO.
50. While on set, MANZO approached the bar to have a drink. Immediately, MANZO noticed that the castmates were drinking and some castmates appeared intoxicated.³
51. Throughout the trip, the other housewives would frequently comment to MANZO that she had large breasts.
52. Cast members asked MANZO, “Are they real or fake?”
53. Later that evening, Tuesday, January 24, 2023, MANZO and her castmates retreated to a couch near the bar to watch a snake handler. Clearly intoxicated, GLANVILLE walked over to MANZO, spread MANZO’s legs and leaned into MANZO. She then laid her head on MANZO’s inner thigh. MANZO pulled away and moved to the end of the couch.
54. MANZO is 5 ft. tall in height compared to GLANVILLE who is close to 6 feet tall.
55. Exerting her dominance over MANZO, GLANVILLE followed MANZO and sat right next to MANZO on the couch. GLANVILLE proceeded to kiss MANZO with a closed mouth. GLANVILLE then kissed MANZO again. MANZO was very uncomfortable. GLANVILLE then proceeded to mount MANZO on the couch holding MANZO down with her body, forcibly squeezed MANZO’s cheeks together and thrust her tongue in MANZO’s mouth, while humping her.
56. MANZO tried to push GLANVILLE off of her body. However, GLANVILLE was restraining MANZO with her much greater weight, size, and strength, and was unable to free herself.
57. Eventually, MANZO was finally able to break free from GLANVILLE.

³ Respondents are constantly supplying the castmates with alcohol. For example, if one wanted alcohol at 9am at breakfast, they could have as much alcohol as they wanted. For Respondents, the more drunk the “housewives” were, the more outrageous the behavior and the higher the ratings. Respondents made sure to know each housewife’s drink of choice so that they were more likely to consume alcohol.

58. MANZO, distraught, scared and confused got up from the couch. She went over to hold one of the snakes in order to distract herself from the assault that had just occurred. MANZO tried to remain as calm as she could, all the while trying to comprehend what had just happened.
59. When MANZO was seven years old, she was sexually assaulted. GLANVILLE's sexual assault made all of these dormant and horrific memories immediately resurface. MANZO again felt like she was seven years old and began to relive her previous sexual assaults in the context of this sexual assault. She was in a state of shock.
60. MANZO, overcome and distraught, then went to the bathroom to wash her hands. BRANDI GLANVILLE, Gretchen Rossi, Housewife of New York, Alex McCord, Housewife of New York, and CAROLINE MANZO walked into the bathroom as the same time.
61. As MANZO stood at the sink washing her hands, GLANVILLE entered the bathroom and came behind MANZO, forced her vagina against MANZO's buttocks, breasts against MANZO's back, wrapped her long arms around MANZO forcibly restraining her and began washing her hands with MANZO's hands entwined. Immediately, MANZO tried to exit the bathroom.
62. The bathroom door was locked. GLANVILLE pinned MANZO's body against the door. GLANVILLE pressed her breasts and vagina against MANZO. MANZO tried to unlock the door but could not get out. GLANVILLE repeatedly hit MANZO's hand away from the door lock. GLANVILLE then reached around MANZO's body and then groped, grabbed, and forcibly fondled MANZO's vagina and breasts. At the same time, GLANVILLE pushed her face into MANZO's neck in order to kiss her.
63. From inside the bathroom, MANZO cries, "HELP, HELP, HELP, HELP" but no one ever came.

64. Defendants' producers are listening to the interaction on audio and even send one of them to the bathroom door to investigate but he never opened the door or took any other action to intervene and stop the sexual assault.
65. MANZO, visibly shaken, was finally let out of the bathroom after Housewife of New York, Alex McCord, saw what was happening and unlocked the bathroom door so MANZO could leave.
66. After the sexual assault, MANZO, clearly shaken, tried to gather herself together all the while thinking to herself, "You are here to do your job. Do your job!" and proceeded to the dining room for dinner.
67. At the dinner table, as MANZO was trying to regain her composure, Defendants' employee GLANVILLE screamed across the table to a crew member/producer named, "Laser" a married man, "I want to fuck you!"
68. MANZO proceeded to get up from the table to use the bathroom once again. GLANVILLE tried to go into the bathroom twice that night again with MANZO. GLANVILLE said, "I'm going with you. You've had too much to drink." MANZO stated she was not intoxicated and that she was fine.
69. GLANVILLE started massaging MANZO's breasts and MANZO objected telling GLANVILLE, "I think it's time for you to leave."
70. Manzo stated, "I got abused."
71. At one point, Eva, another cast member stated, "Brandi is over accosting her" and "She wants it to stop," referring to MANZO.
72. Defendants continued filming Plaintiff throughout even though she was in distress from the sexual assaults.

73. On Tuesday evening, January 24, 2023, after the sexual assault, MANZO returned to her villa and immediately called and texted her husband and children to tell them about the sexual assault that had occurred by GLANVILLE that evening.
74. On Tuesday evening, January 24, 2023, MANZO was visited by two production heads from Defendants, Lisa Shannon, and Shanae Humphrey. Immediately, they asked “What happened in that bathroom?” MANZO began to sob and explained what had happened. MANZO also requested not to be left alone with GLANVILLE again. MANZO was scared for her safety and well-being.

Day #4

75. On the morning of Wednesday, January 25, 2023, MANZO received a text from GLANVILLE saying, “I’m sorry I made you feel uncomfortable.” MANZO did not respond.
76. On Wednesday, January 25, 2023, MANZO and her castmates were scheduled to film in the Moroccan desert. MANZO and her castmates proceeded to travel to the desert -without GLANVILLE, who arrived many hours later.
77. During the ride to the desert, MANZO was extremely quiet, reflecting on the assault and began quietly crying. One of the producers in the van handed MANZO a tissue.
78. During the afternoon, on Wednesday, January 25, 2023, MANZO and her castmates proceeded to take a yoga class, eat lunch, and have a camel ride followed by dinner. Despite MANZO’s request that she not have to be in GLANVILLE’s presence, GLANVILLE was at lunch with MANZO. Additionally, GLANVILLE was also at the camel rides with MANZO. This made MANZO extremely uncomfortable.
79. After the camel rides, MANZO noticed that GLANVILLE complaining, telling the other castmates that MANZO had accused her of sexual assault.

80. MANZO sat at dinner that evening shaking uncontrollably with severe emotional distress due to the fact that production would be addressing the group regarding GLANVILLE'S behavior.
81. MANZO and her castmates spent the night in the desert.
82. MANZO was advised that GLANVILLE was being removed from the desert and the villa property immediately and would be staying at a hotel nearby.
83. During this time, Housewife of New York Alex McCord, who is a psychologist, tried to help MANZO cope with her emotional distress.
84. Defendants' employees, Lisa Shannon, and Shanae Humphrey asked MANZO to meet with GLANVILLE. They told MANZO that the acts committed by GLANVILLE were just her way of showing MANZO love as per GLANVILLE. Despite the fact that MANZO was so emotionally distraught and despite the fact that MANZO asked not to be around GLANVILLE, Defendants still wanted MANZO to meet with GLANVILLE. Defendants were more focused on the continuation of the show rather than the health and well-being of MANZO after she was sexually abused.

Day #5

85. On Thursday, January 26, 2023, MANZO returned to the villa and was called by investigators from Defendant NBC.
86. MANZO was also expected to attend a "Spa Day" at the villa with the others but was so distraught, she did not take any part in the activities of the day.
87. MANZO was then reminded by Defendants of the filming itinerary and that she was scheduled to cook a meal for her castmates. MANZO began prepping for the meal. MANZO felt overwhelmed and wanted to address the situation regarding GLANVILLE so they could all move forward. Housewives of Atlanta, Phaedra Parks, and Eva Marcille

began interrogating MANZO which made MANZO feel very uncomfortable. MANZO was unable to cook due to her emotional distress which was compounded by Phaedra and Eva's hostility.

88. MANZO went back to her room. She received text messages from some of the housewives that they were going to visit GLANVILLE at her hotel a half hour away. It is believed that Defendants were filming the other housewives going to visit GLANVILLE. MANZO was disgusted at how GLANVILLE's sexual assault of MANZO and its aftermath was being used for entertainment purposes. Additionally, and unbelievably, that night Defendants allowed GLANVILLE to spend time with the other housewives thereby placing them at risk of being sexually harassed or assaulted by GLANVILLE. Defendants had a complete lack of care for the rights and safety of others. Moreover, Defendants continued to film MANZO and video record her experiences in order to profit from the "entertainment" of MANZO's sexual assault experience.

89. Additionally, Defendants' producers, Lisa Shannon and Shanae Humphrey, tried to convince MANZO to meet with GLANVILLE even after MANZO was so visibly distraught.

90. MANZO could not bear the torture perpetuated by Defendants and GLANVILLE anymore. On Friday, January 28, 2023, MANZO flew home to the United States. Defendants did not stop filming MANZO. Even all the way to the airport to the very last opportunity, Defendants filmed MANZO in the hopes of gathering more "drama" to increase their ratings and which was in retaliation for Plaintiff's complaints.

91. In addition to the acts stated above, GLANVILLE committed the following further acts of sexual abuse and harassment against MANZO:

- **Groping Manzo's breasts**
- **Placing herself directly against Manzo's genital area**

- **GLANVILLE forcefully holding MANZO down on the sofa while humping Manzo and blocking Manzo’s escape with her large body in relation to that of MANZO, all while one of the other cast members was yelling, “Get her Brandi!”**

92. Defendants further retaliated against Plaintiff by using Plaintiff’s objection to the sexual assaults to continue filming her for more television “drama” and also continued to encourage GLANVILLE to sexually assault Plaintiff for the same reason.

93. Substantial punitive damages are warranted because Defendants encouraged the above unlawful conduct and because Defendants had overwhelming prior notice of GLANVILLE’s sexually harassing behavior prior to this trip. Below are some examples.

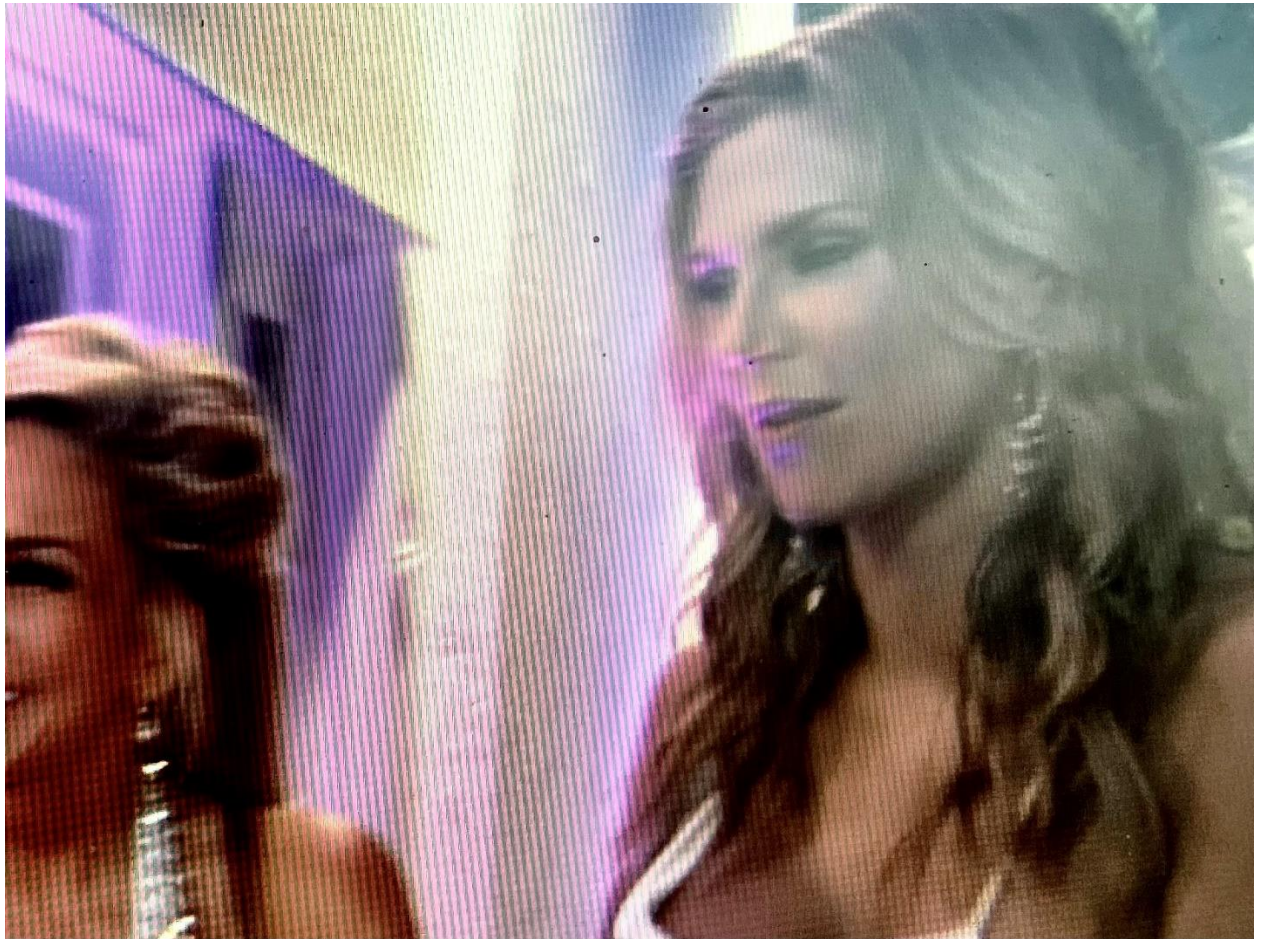
The Real Housewives of Beverly Hills – Seasons 2-5

(September 5, 2011 - April 21, 2015)

94. Previously, during Season 2 of Defendant BRAVO The Real Housewives of Beverly Hills, GLANVILLE was sexually harassing towards her castmates.

95. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 2 – Episode 17 (08:02), GLANVILLE did sexually harass Housewife of Beverly Hills Adrienne Malouf by trying to make out with her without her consent. GLANVILLE told Adrienne’s husband Paul **“I tried to make out with your wife, but I don’t think she**

wanted to.” Malouf’s husband told GLANVILLE, “I wouldn’t want you kissing my wife.”



96. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 2 – Episode 17 (029:19), GLANVILLE did sexually harass Housewife of Beverly Hills Lisa’s Vanderpump’s husband (Ken) by hugging and pawing at him, with Housewife Lisa Vanderpump telling GLANVILLE “Get off my husband!”



97. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 4 – Episode 6 (29:53), GLANVILLE did racially discriminate against Housewife of Beverly Hills Joyce Giraud, telling her “**You’re a black person**” as if this were some sort of reason why she did not or could not swim.⁴

⁴ In *Fuentes v. Perskie*, the Court specifically noted an employee may show discriminatory motive by putting forth evidence that the “employer has discriminated against *other* members of his protected class **or other protected categories of persons.**” Another Court reiterated this position more recently in *Grassmyer v. Shred-It USA*. Also, in *Carr v. Allison Gas Turbine Div. of GM*, the Seventh Circuit acknowledged a number of *racist* remarks were properly admitted into evidence in a *gender* discrimination case and ultimately entered judgment in the employee’s favor. Case law clearly establishes that racial discrimination may be used to establish gender discrimination (sexual harassment is a form of gender discrimination).

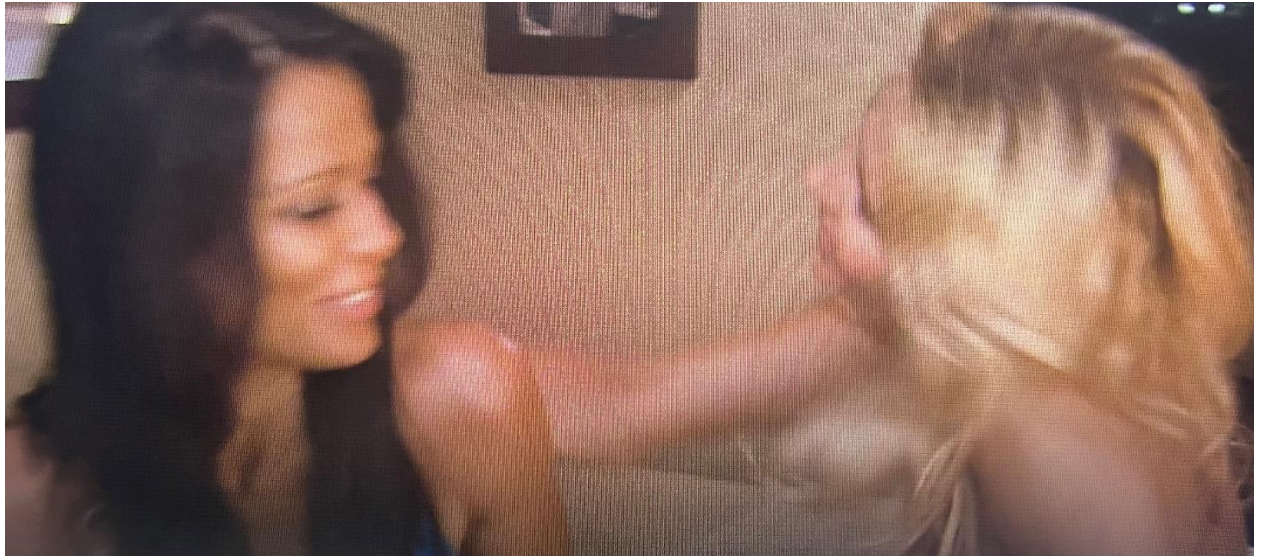


98. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 4 – Episode 9 (31:15), GLANVILLE did racially discriminate against Housewife of New York Joyce Giraud saying to a bartender, “Fill this up before I murder a Puerto Rican.”⁵

⁵ In *Fuentes v. Perskie*, the Court specifically noted an employee may show discriminatory motive by putting forth evidence that the “employer has discriminated against *other* members of his protected class **or other protected categories of persons.**” Another Court reiterated this position more recently in *Grassmyer v. Shred-It USA*. Also, in *Carr v. Allison Gas Turbine Div. of GM*, the Seventh Circuit acknowledged a number of *racist* remarks were properly admitted into evidence in a *gender* discrimination case and ultimately entered judgment in the employee’s favor. Case law clearly establishes that racial discrimination may be used to establish gender discrimination (sexual harassment is a form of gender discrimination).



99. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 4 – Episode 7 (14:49), severely intoxicated GLANVILLE did sexually harass unwilling Housewife of Beverly Hills Carlton (Gebbia) Elizabeth saying, “I’m going to molest you,” while trying to pull Carlton into bed with her. Carlton pulled herself away from GLANVILLE and told GLANVILLE, **“Get off”** and **“Go to bed.”**



100. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 5 – Episode 7 (34:29), GLANVILLE did sexually harass Housewife of Beverly Hills Lisa Vanderpump saying, **“Do you want me to eat your pussy?”** while at a gathering with housewives. Lisa Vanderpump rejected her “offer.”



101. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 5 – Episode 8 (40:40), GLANVILLE did sexually harass Housewife of Beverly Hills Yolanda Hadid’s husband David saying, “Why do you look like you are finger-banging?” as Yolanda’s husband played the guitar for the castmates at a house party.



102. Previously, during Defendant BRAVO The Real Housewives of Beverly Hills Season 5 – Episode 17 (38:13), GLANVILLE attempted to force a kiss on Housewife of Beverly Hills, Lisa Vander pump as Lisa was pleading, **“No, No, No, No, I don’t want to do that”** and **“Leave me alone.”** GLANVILLE then struck Lisa Vander pump in the face (38:38).
103. A screenshot showing Housewife VANDERPUMP pulling away from GLANVILLE trying to force a kiss on her is shown below:



The Real Housewives Ultimate Girls Trip – Blue Stone Manor

(September 2021)

104. Previously, during Season 2 of Defendant BRAVO The Real Housewives Ultimate Girls Trip – Blue Stone Manor, GLANVILLE was once again sexually harassing her castmates.
105. Previously, during Defendant BRAVO The Real Housewives Ultimate Girls Trip – Blue Stone Manor, Season 2 – Episode 2 (01:19 – 01:22), just minutes into the episode, GLANVILLE did sexually harass her castmates Eva Marcille and Phaedra Parks, Housewives of Atlanta “We are three Scorpios. Let’s get naked!”
106. Defendants failed to stop or intervene in this harassing and assaulting behavior and Defendants allowed GLANVILLE to continue to appear on their shows. To Defendants, this sexually harassing behavior was helpful to their ratings, regardless of who was hurt.
107. Previously, during Defendant BRAVO The Real Housewives Ultimate Girls Trip – Blue Stone *Manor*, Season 2 – Episode 4 (0:35:26 -35:33), GLANVILLE did say “I’m bisexual” as she hugs Eva Marcille, Housewife of Atlanta making her castmate extremely uncomfortable.

108. Again, Defendants did not stop this sexually harassing and assaulting behavior and Defendants allowed GLANVILLE to continue to appear on their shows.

109. Previously, during Defendant BRAVO The Real Housewives Ultimate Girls Trip – Blue Stone Manor, Season 2 – Episode 4 (0:45:51 – 46:12), castmate and Butler of Blue Stone Manor, Marco Vega, was unwillingly mentally, physically, and sexually assaulted by GLANVILLE. She ripped off Mr. Vega’s shirt, leaving him shirtless and humiliated in front of his other castmates, telling him, “Earn your money Marco – do something!”





110. Again, Defendants did not stop this sexually harassing and assaulting behavior and Defendants allowed GLANVILLE to continue to appear on their shows.

111. During Defendant BRAVO The Real Housewives Ultimate Girls Trip – Blue Stone Manor, Season 2 – Episode 6 (42:36 – 42:41) GLANVILLE began making sexually harassing advances and unwanted attempts at kissing Housewife of New York Vicki Gunvalson, despite Vicki repeatedly asked GLANVILLE to stop.



112. In Season 2 – Episode 6 (54:41-54:47) GLANVILLE sexually assaulted Housewife of New York, Vicki Gunvalson by performing an unwanted lap dance on her body, all the while GLANVILLE’S dress rode up her leg with her panties and buttocks in clear view. Vicki Gunvalson told GLANVILLE, **“I don’t want a lap dance. I’m good. I’m good. I’m good . . . I don’t want. No. No. No.”** Despite these clear protests by Vicki Gunvalson, GLANVILLE still continues to perform a sexual lap dance on her.





113. Again, Defendants did not stop this sexually harassing and assaulting behavior and Defendants allowed GLANVILLE to continue to appear on their shows where she sexually harassed others.
114. At all times material, Defendants were aware of the unwanted harassment and retaliation and failed to take appropriate action.
115. MANZO has a right to feel safe at work and Defendants violated that right.
116. Defendants' actions show a willful and wanton indifference to the rights of MANZO.
117. As a result of Defendants' discriminatory and intolerable treatment, MANZO suffered and continues to suffer from severe emotional distress.
118. Because of the acts and conduct complained of herein, has suffered and will continue to suffer the loss of income, bonuses, benefits, and other compensation which such employment entails. MANZO has also suffered pecuniary losses, emotional pain, suffering, inconvenience, loss of enjoyment of life and other non-pecuniary losses.
119. As Defendants' conduct has been malicious, willful, outrageous, and conducted with full knowledge of the law, demands Punitive Damages against Defendants'.
120. The above are just some of the examples of the unlawful employment practices to which Defendants subjected.
121. Plaintiff claims status as an employee and in the event she is deemed not an employee, she claims in the alternative relief under all other applicable statutes and common law.
122. Defendants hired Plaintiff for a short-term filming. In the event Plaintiff is deemed an independent contractor, Plaintiff may still avail herself of all applicable claims under common law such as negligence and Intentional Infliction of Emotional Distress as well as the State Human Rights Laws applicable to Independent Contractors.

AS A FIRST CAUSE OF ACTION
FOR DISCRIMINATION UNDER NEW YORK STATE LAW

123. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
124. Executive Law § 296 provides that 1. (a) For an employer or licensing agency, because of the age, race, creed, color, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, or marital status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.
125. Defendants engaged in an unlawful discriminatory practice by otherwise discriminating against the Plaintiff because of Plaintiff's sex.

AS A SECOND CAUSE OF ACTION
FOR DISCRIMINATION UNDER NEW YORK STATE LAW

126. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
127. New York State Executive Law §296(7) provides that it shall be an unlawful discriminatory practice:
- "For any person engaged in any activity to which this section applies to retaliate or discriminate against any person because [s]he has opposed any practices forbidden under this article."
128. Defendants engaged in an unlawful discriminatory practice by retaliating, and otherwise discriminating against the Plaintiff because of Plaintiff's opposition to the unlawful employment practices of Defendants.

AS A THIRD CAUSE OF ACTION
FOR DISCRIMINATION UNDER NEW YORK STATE LAW

129. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

130. New York State Executive Law §296(6) provides that it shall be an unlawful discriminatory practice:

"For any person to aid, abet, incite compel or coerce the doing of any acts forbidden under this article, or attempt to do so."

131. Defendants engaged in an unlawful discriminatory practice in violation of New York State Executive Law §296(6) by aiding, abetting, inciting, compelling and coercing the discriminatory conduct outlined the above discriminatory, unlawful and retaliatory conduct.

AS A FOURTH CAUSE OF ACTION FOR SEXUAL HARASSMENT IN
VIOLATION OF CALIFORNIA FEHA [Cal. Gov't Code §12940(i)]

132. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.

133. On or around January 25, 2024 prior to filing the herein complaint, Plaintiff filed a Charge with the STATE OF CALIFORNIA Civil Rights Department under the California Fair Employment and Housing Act and simultaneously obtained a Right To Sue thereby exhausting administrative remedies under the statutes.

134. At all times relevant for purposes of this Complaint, Gov't Code §12900 et seq. were in full force and effect and were binding on all Defendants.

135. Defendants subjected Plaintiff to sexual harassment. Said conduct was severe, and/or pervasive, and was offensive, humiliating and harassing to Plaintiff and would have been offensive to a reasonable person under Plaintiff's circumstances.
136. As a proximate result of Defendants' conduct, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment-related opportunities for growth in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial.
137. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress and has incurred and will likely incur, medical expenses as a result. Plaintiff will continue to experience said pain and mental and emotional suffering for a period in the future she cannot presently ascertain, all in an amount subject to proof at the time of trial.
138. The conduct of Defendants, and each of them, and their agents and employees as described herein, was malicious, fraudulent, and oppressive, and done with a willful and conscious disregard for Plaintiff's rights.
139. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover such attorneys' fees and costs under California Government Code Section 12965(b).
140. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure

and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum appropriate to punish and make an example of Defendants, and each of them.

AS A FIFTH CAUSE OF ACTION FOR DISCRIMINATION BASED ON SEX AND GENDER IN VIOLATION OF CALIFORNIA FEHA [Cal. Gov't Code §12940(a)]

141. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.
142. At all times relevant for purposes of this Complaint, the FEHA, Gov't Code §12940(a) was in full force and effect and binding on Defendants. FEHA makes it unlawful for an employer, on the basis of sex and gender "to discriminate against the person in compensation or in terms, conditions, or privileges of employment."
143. Plaintiff was subjected to harassment based on sex and gender.
144. As a proximate result of Defendants' conduct, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment-related opportunities for growth in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil Code Sections 3287 and/or 3288 and/or any other provision of law providing for prejudgment interest.
145. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress and has incurred and will likely incur, medical expenses as a result. Plaintiff will continue to experience said emotional suffering for a period in the future she cannot presently ascertain, all in an amount subject to proof at the time of trial.

146. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover such attorneys' fees and costs under California Government Code Section 12965 (b).

147. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum appropriate to punish and make an example of Defendants, and each of them.

**AS A SIXTH CAUSE OF ACTION FOR RETALIATION IN VIOLATION OF
CALIFORNIA FEHA [Cal. Gov't Code §§12940(h)]**

148. Plaintiff incorporates by reference and re-alleges the preceding paragraphs as though fully stated herein.

149. It is an unlawful employment practice to discharge, expel, or otherwise discriminate against any person because the person has engaged in protected activity under *Government Code* §12940. [Cal. Gov't Code §12940(h)]. Plaintiff engaged in protected activity by making complaints of and rebuffing sexual harassment and discrimination as set forth above.

150. Defendants retaliated against Plaintiff for objecting to the unlawful sexual harassment herein mentioned.

151. As a result of engaging in protected activities, Plaintiff suffered adverse employment actions by Defendants as set forth above.

152. Defendants' conduct as alleged above constituted unlawful retaliation in violation of the FEHA.

153. As a proximate result of the wrongful acts of Defendants, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation loss of salary and benefits, and the intangible loss of employment-related opportunities for growth in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to *Civil Code* Sections 3287 and/or 3288 and/or any other provision of law providing for prejudgment interest.
154. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress and has incurred and will likely incur, medical expenses as a result. Plaintiff will continue to experience said pain and mental and emotional suffering for a period in the future she cannot presently ascertain, all in an amount subject to proof at the time of trial.
155. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover such attorneys' fees and costs under California *Government Code* Section 12965(b) and/or any other provision of law providing for attorney's fees and costs.
156. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiff, thereby justifying an award to her of punitive damages in a sum appropriate to punish and make an example of Defendants.

**AS AN SEVENTH CAUSE OF ACTION FOR
NEGLIGENCE**

157. Plaintiff repeats and realleges each and every paragraph above as if said paragraph was more fully set forth herein at length.
158. Defendants owed Plaintiff a duty of reasonable care while employing Plaintiff as an employee or as an independent contractor.
159. Defendants breached that duty by reasons of all of the actions and conduct set forth herein including but not limited to knowingly exposing Plaintiff to a dangerous condition of being sexually harassed by another housewives on their show and not handling Plaintiff's complaints and obvious distress appropriately and in placing GLANVILLE in a situation where there was a high likelihood that GLANVILLE would sexually harass Plaintiff.
160. As a result of the above, plaintiff has been damaged in an amount to be determined at the time of trial.

**AS AND EIGHTH CAUSE OF ACTION FOR
TRAFFICKING VICTIMS PROTECTION ACT (TVPA)**

161. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.
162. Defendants knowingly encouraged, solicited, and otherwise caused Plaintiff and others to be sexually harassed and assaulted.
163. Defendants engage in interstate commerce.
164. Plaintiff brings this claim pursuant to all applicable sections of 18 U.S.C.A. §§ 1591, 1595 in that "An individual who is a victim of a violation of Section 1589, 1590, or 1591 of title 18, United States Code, may bring a civil action in any appropriate district court of

the United States. The court may award actual damages, punitive damages, reasonable attorneys' fees, and other litigation costs reasonably incurred.” 18 U.S.C.A. §1595(a).

165. 18 USC § 1591. states as follows:

(a) Whoever knowingly--

(1) in or affecting interstate or foreign commerce, or within the special maritime and territorial jurisdiction of the United States, recruits, entices, harbors, transports, provides, obtains, advertises, maintains, patronizes, or solicits by any means a person; or

(2) benefits, financially or by receiving anything of value, from participation in a venture which has engaged in an act described in violation of paragraph (1), knowing, or, except where the act constituting the violation of paragraph (1) is advertising, in reckless disregard of the fact, that means of force, threats of force, fraud, coercion described in subsection (e)(2), or any combination of such means will be used to cause the person to engage in a commercial sex act, or that the person has not attained the age of 18 years and will be caused to engage in a commercial sex act, shall be punished as provided in subsection (b).

(b) The punishment for an offense under subsection (a) is--

(1) if the offense was effected by means of force, threats of force, fraud, or coercion described in subsection (e)(2), or by any combination of such means, or if the person recruited, enticed, harbored, transported, provided, obtained, advertised, patronized, or solicited had not attained the age of 14 years at the time of such offense, by a fine under this title and imprisonment for any term of years not less than 15 or for life; or

(2) if the offense was not so effected, and the person recruited, enticed, harbored, transported, provided, obtained, advertised, patronized, or solicited had attained the age of 14 years but had not attained the age of 18 years at the time of such offense, by a fine under this title and imprisonment for not less than 10 years or for life.

(c) In a prosecution under subsection (a)(1) in which the defendant had a reasonable opportunity to observe the person so recruited, enticed, harbored, transported, provided, obtained, maintained, patronized, or solicited, the Government need not prove that the defendant knew, or recklessly disregarded the fact, that the person had not attained the age of 18 years.

(d) Whoever obstructs, attempts to obstruct, or in any way interferes with or prevents the enforcement of this section, shall be fined under this title, imprisoned for a term not to exceed 25 years, or both.

(e) In this section:

(1) The term “abuse or threatened abuse of law or legal process” means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.

(2) The term “coercion” means--

(A) threats of serious harm to or physical restraint against any person;

(B) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(C) the abuse or threatened abuse of law or the legal process.

(3) The term “commercial sex act” means any sex act, on account of which anything

of value is given to or received by any person.

(4) The term “participation in a venture” means knowingly assisting, supporting, or facilitating a violation of subsection (a)(1).

(5) The term “serious harm” means any harm, whether physical or nonphysical, including psychological, financial, or reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing commercial sexual activity in order to avoid incurring that harm.

(6) The term “venture” means any group of two or more individuals associated in fact, whether or not a legal entity.

166. Additionally, 18 USCA § 1595. Civil remedy states as follows:

(a) An individual who is a victim of a violation of this chapter may bring a civil action against the perpetrator (or whoever knowingly benefits, financially or by receiving anything of value from participation in a venture which that person knew or should have known has engaged in an act in violation of this chapter) in an appropriate district court of the United States and may recover damages and reasonable attorneys fees.

(b)(1) Any civil action filed under subsection (a) shall be stayed during the pendency of any criminal action arising out of the same occurrence in which the plaintiff is the victim.

(2) In this subsection, a “criminal action” includes investigation and prosecution and is pending until final adjudication in the trial court.

(c) No action may be maintained under subsection (a) unless it is commenced not later than the later of--

(1) 10 years after the cause of action arose; or

(2) 10 years after the victim reaches 18 years of age, if the victim was a minor at the time of the alleged offense.

167. Broad, expansive language is employed in Trafficking Victims Protection Act

(TVPA) and its remedial provision, which permits civil actions for damages under TVPA.

Noble v Weinstein, 335 F Supp 3d 504 [SDNY 2018], mot to certify appeal denied, 17-

CV-09260 (AJN), 2019 WL 3940125 [SDNY Aug. 5, 2019]

168. Defendants subjected Plaintiffs to commercial sex acts by force and coercion,

including both physical and financial.

169. 18 U.S.C. 1591 § (e)(3) defines a “commercial sex act” as “any sex act, on account

of which anything of value is given to or received by any person.”

170. A commercial sex act means any sex act, on account of which anything of value is

given to or received by any person. The specific conditions are the use of force, fraud, or

coercion, or conduct involving persons under the age of 18. See the Department of

Justice's definition: <https://www.justice.gov/crt/involuntary-servitude-forced-labor-and-sex-trafficking-statutesenforced>. "Section 1591 criminalizes sex trafficking, which is defined as causing a person to engage in a commercial sex act under certain statutorily enumerated conditions. A commercial sex act means any sex act, on account of which anything of value is given to or received by any person. The specific conditions are the use of force, fraud, or coercion, or conduct involving persons under the age of 18."

171. Defendants conditioned Plaintiff's employment, on Defendants ability to continue to sexually assault and engage in forced sex acts. Additionally, the financial aspect to the relationship was also an element of the "forced" sex acts.
172. Defendant knowingly recruited, enticed, harbored, and/or obtained Plaintiff through means of force, threats of force, and by a combination of such forceful means, and forcibly caused Plaintiff to engage in an unwanted sexual act for a commercial benefit.
173. Defendants caused Plaintiff to be sexually assaulted by GLANVILLE for their own profits.
174. Defendants are liable to Plaintiffs under 18 USCA § 1591 and 1595.

**AS A NINTH CAUSE OF ACTION FOR
SEXUAL BATTERY**

175. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.
176. As described herein above, Defendants caused, and intended to cause, imminent apprehension of a harmful and offensive contact with an intimate part of another. In doing these acts, Defendants caused, and intended to cause, imminent apprehension of a harmful and offensive contact with Plaintiff, in violation of, inter alia, Civil Code section

1708.5, and related laws. At no time did Plaintiff consent to any of the acts of Defendants described herein.

177. As a result of Defendants' conduct, Plaintiff was placed in apprehension and fear for her physical well-being.

178. Defendants acted with the intent to cause a harmful or offensive contact with an intimate part of Plaintiff's person and would offend a reasonable sense of personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of Plaintiff's person that would offend a reasonable sense of personal dignity.

179. As a direct, legal and proximate result of the acts of Defendants, Plaintiff sustained serious and permanent injuries to her person, all of her damage in an amount to be shown according to proof and within the jurisdiction of the Court.

180. Defendants knew or should have known, of the assaults and batteries, but ratified the conduct, as described herein above, by failing to adequately, or at all take remedial steps, refusing and failing to intervene to protect Plaintiff, among other acts of ratification. As Plaintiff's employers and by ratifying the offensive conduct, Defendants are liable to Plaintiff for battery and assault.

181. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation loss of salary and benefits, and the intangible loss of employment-related opportunities for growth in her field and damage to her reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil Code sections 3287 and/or 3288 and/or any other provision of law providing for prejudgment interest.

182. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental

anguish, and emotional distress. Plaintiff has further experienced other physical symptoms arising from the wrongful acts of Defendants, and each of them. Plaintiff will continue to experience said pain and physical and emotional suffering for a period in the future she cannot presently ascertain, all in an amount subject to proof at the time of trial.

183. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner pursuant to California Civil Code Section 3294, in order to injure and damage Plaintiff, thereby justifying an award to them of punitive damages in a sum appropriate to punish and make an example of Defendants, and each of them.

**AS A TENTH CAUSE OF ACTION SEXUAL HARASSMENT/SEX
DISCRIMINATION UNDER TITLE VII**

184. Plaintiff incorporates by reference and re-alleges the preceding paragraphs, as though fully stated herein.

185. On or around July 10, 2023 Plaintiff filed a Charge with the EEOC - Equal Employment Opportunity Commission.

186. On or about November 16, 2023 Plaintiff received a Right to Sue Letter from the EEOC, thereby satisfying the administrative requirement.

187. This action is being commenced within 90 days of that Right To Sue Letter.

188. Title VII states in relevant part as follows: SEC. 2000e-2. [Section 703] (a)

Employer practices It shall be an unlawful employment practice for an employer - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; . . .

189. Defendants engaged in unlawful employment practices prohibited by 42 U.S.C. §2000e *et seq.*, by discriminating against Plaintiff because of her sex and gender.

**AS AN ELEVENTH CAUSE OF ACTION
FOR RETALIATION UNDER TITLE VII
RETALIATION**

190. Plaintiffs repeat and reallege each and every allegation made in the above paragraphs of this complaint.

191. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-3(a) provides that it shall be unlawful employment practice for an employer:

“(1) to . . . discriminate against any of his employees . . . because [s]he has opposed any practice made an unlawful employment practice by this subchapter, or because [s]he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this subchapter.”

192. Defendants engaged in unlawful employment practice prohibited by 42 U.S.C. §2000e *et seq.* by retaliating against Plaintiffs with respect to the terms, conditions or privileges of employment because of her opposition to the unlawful employment practices of Defendants.

**AS A TWELFTH CAUSE OF ACTION
FOR DISCRIMINATION UNDER
THE NEW YORK CITY ADMINISTRATIVE CODE**

193. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

194. The Administrative Code of City of NY § 8-107 [1] provides that "It shall be an unlawful discriminatory practice: "(a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability,

marital status, sexual orientation or alienate or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment."

195. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(1)(a) by creating and maintaining discriminatory working conditions, and otherwise discriminating against the Plaintiff because of Plaintiff's gender, sexual harassment and hostile work environment.
196. Plaintiff hereby makes a claim against Defendants under all of the applicable paragraphs of New York City Administrative Code Title 8.

AS A THIRTEENTH CAUSE OF ACTION
FOR DISCRIMINATION UNDER
THE NEW YORK CITY ADMINISTRATIVE CODE

197. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
198. The New York City Administrative Code Title 8, §8-107(1) (e) provides that it shall be unlawful discriminatory practice: "For an employer... , to discharge . . . or otherwise discriminate against any person because such person has opposed any practices forbidden under this chapter. . . "
199. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(1) (e) by discriminating against the Plaintiff because of Plaintiff's opposition to the unlawful employment practices of Plaintiff's employer.

**AS A FOURTEENTH CAUSE OF ACTION
FOR DISCRIMINATION UNDER
THE NEW YORK CITY ADMINISTRATIVE CODE**

200. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
201. The New York City Administrative Code Title 8, §8-107(6) provides that it shall be unlawful discriminatory practice: "For any person to aid, abet, incite, compel; or coerce the doing of any of the acts forbidden under this chapter, or attempt to do so."
202. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(6) by aiding, abetting, inciting, compelling and coercing the above discriminatory, unlawful and retaliatory conduct.

**AS A FIFTEENTH CAUSE OF ACTION
FOR DISCRIMINATION UNDER THE
NEW YORK CITY ADMINISTRATIVE CODE**

203. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
204. Section 8-107(13) entitled Employer liability for discriminatory conduct by employee, agent or independent contractor provides:
- a. An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of any provision of this section other than subdivisions one and two of this section.
 - b. An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of subdivision one or two of this section only where:
 - i. The employee or agent exercised managerial or supervisory

responsibility; or

- ii. The employer knew of the employee's or agent's discriminatory conduct, and acquiesced in such conduct or failed to take immediate and appropriate corrective action; an employer shall be deemed to have knowledge of an employee's or agent's discriminatory conduct where that conduct was known by another employee or agent who exercised managerial or supervisory responsibility; or
- iii. The employer should have known of the employee's or agent's discriminatory conduct and failed to exercise reasonable diligence to prevent such discriminatory conduct.

205. Defendants violated the above section as set forth herein.

AS A SIXTEENTH CAUSE OF ACTION
VIOLATION OF THE
NEW JERSEY LAW AGAINST DISCRIMINATION (“LAD”)

206. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

207. Defendants are employers under the NJLAD because Plaintiff is a resident/inhabitant of the State of New Jersey and worked for Defendants in the State of New Jersey and have the requisite number of employees to be subject to the NJLAD. Furthermore, Defendants took Plaintiff out of New Jersey to bring to Morroco where she was sexually assaulted due to their own fault.

208. Under the NJLAD it is an unlawful employment practice, among others, for an employer because of gender to discriminate or retaliate against an individual in compensation, terms, conditions, or privileges of employment. N.J.S.A. §10:5-12.

209. Under the NJLAD it is an unlawful employment practice: "...for any person to take reprisals against any person because that person has opposed any practices or acts forbidden under this act or because that person has filed a complaint, testified or assisted in any proceeding under this act or to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of that person having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by this act." N.J.S.A. §10:5-12(d).
210. Defendants have harassed, discriminated against, disparately treated, and retaliated against Plaintiff as alleged *Supra*.
211. As a direct and proximate result of Defendants' discrimination and/or retaliation, Plaintiff has suffered loss of wages including loss of back pay, loss of front pay, loss of amenities of employment, out of pocket expenses, emotional damages, loss of reputation, and other similar damages, all to Plaintiff's great detriment.
212. Defendant's actions were willful and wanton and thus require the imposition of Punitive Damages.
213. Plaintiff seeks attorneys fees and costs.
214. Plaintiff seeks equitable relief.

**AS A SEVENTEENTH CAUSE OF ACTION FOR
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

215. Plaintiff repeats and realleges each and every paragraph above as if said paragraphs were more fully set forth herein at length.
216. Defendants engaged in extreme and outrageous conduct.
217. Defendants intended to cause, or disregarded a substantial probability of causing, severe emotional distress to Plaintiff.

218. There exists a causal connection between the above conduct and said injury.
219. Plaintiff claims a continuing violation and that throughout Plaintiff's involvement with Defendants, Defendants continued to sacrifice Plaintiff's wellbeing for their own ratings. From plying GLANVILLE with alcohol knowing she would likely sexually harass Plaintiff to encouraging GLANVILLE to sexually harass Plaintiff to continuing to film Plaintiff in the days after the sexual assaults to trying to force Plaintiff to confront GLANVILLE after the sexual assaults so they could film it, Defendants' actions were outrageous and constituted a pattern of IIED.
220. As a result of said conduct Plaintiff suffered and suffers from severe emotional distress.

**AS AN EIGHTEENTH CAUSE OF ACTION FOR
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

221. Plaintiff repeats and realleges each and every paragraph above as if said paragraphs were more fully set forth herein at length.
222. Defendants owed Plaintiff the duty not to put her at foreseeable risk of emotional harm.
223. Defendants breached their duty to Plaintiff by creating a threat of physical harm or that they acted in a way that caused severe emotional distress
224. Defendants unreasonably endangered the plaintiff's physical safety and/or caused the plaintiff to fear for her safety.
225. Defendants' conduct was extreme and outrageous; and
226. Plaintiff suffered damages and severe emotional distress as a result of the herein actions.
227. Defendants' actions were the direct cause of the alleged emotional distress

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally in an amount to be determined at the time of trial plus interest, punitive damages, attorneys' fees, costs, and disbursements of action; and for such other relief as the Court deems just and proper.

Dated: New York, New York
January 26, 2024

Yours, etc.,
DEREK SMITH LAW GROUP, PLLC

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