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17 ZOË WOLFF and ALEXANDRA JOHNES

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
20 STANLEY MOSK COURTHOUSE

21 ZOË WOLFF, an individual; and  
22 ALEXANDRA JOHNES, an individual;

23 Plaintiffs,

24 v.

25 GREAT EAGLE HOLDINGS LIMITED, a  
26 corporation; LANGHAM HOTELS  
27 INTERNATIONAL LIMITED (also known  
28 as “Langham Hospitality Group), a  
corporation; LANGHAM HOSPITALITY  
GROUP LIMITED, a corporation; PACIFIC  
EATON INTERNATIONAL  
CORPORATION, a corporation;  
LANGHAM HOTELS PACIFIC  
CORPORATION, a corporation; PACIFIC  
LANGHAM SERVICES CORPORATION,  
a corporation; PACIFIC EAGLE  
HOLDINGS CORPORATION, a  
corporation; PACIFIC EAGLE GP  
CORPORATION, a corporation; PACIFIC  
1125 MARKET CORPORATION, a  
corporation; PACIFIC EATON HOLDINGS  
LIMITED, a corporation; KATHERINE LO  
(also known as “LO BO LUN”), an

CASE NO. **21STCV08897**

**COMPLAINT FOR DAMAGES**

1. **DISCRIMINATION BASED ON SEX, GENDER AND/OR AGE IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT (Cal. Gov’t Code § 12940, et seq.)**
2. **RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT (Cal. Gov’t Code § 12940(h))**
3. **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 1102.5 (Cal. Labor Code § 1102.5)**
4. **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 6310 AND 6311 (Cal. Labor Code §§ 6310 and 6311)**

1 individual; and DOES 1 through 50,  
2 inclusive.

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5. **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION AND HARASSMENT**  
(Cal. Gov't Code § 12940(k))
  6. **FRAUD AND DECEIT**
  7. **VIOLATION OF LABOR CODE SECTION 970**
  8. **NEGLIGENT MISREPRESENTATION**
  9. **PROMISSORY ESTOPPEL**
  10. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
  11. **REQUIRING EXECUTION OF RELEASE OF CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE**  
(Cal. Labor Code § 206.5)
  12. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
  13. **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
- DEMAND FOR JURY TRIAL**

1 Plaintiffs, Zoë Wolff (hereinafter referred to as “MS. WOLFF”) and  
2 Alexandra Johnes (hereinafter referred to as “MS. JOHNES”) (hereinafter collectively referred to  
3 as “PLAINTIFFS”) hereby complain and allege as follows:

#### 4 **INTRODUCTION**

5 14. Defendants are an integrated hotel, hospitality, wellness, media and real  
6 estate enterprise headquartered in Hong Kong with hotels and properties throughout the United  
7 States, Europe and Asia, including their Langham and Eaton hotel brands. Through their “Eaton  
8 Workshop” hotel, media and wellness brand, defendants market themselves as advocating for  
9 “progressive social change” and “a more just world where we are all liberated to be our truest  
10 selves.” Yet, behind the progressive façade, defendants actually discriminate against female  
11 employees, condone sexism and misogyny, foster a drug-filled workplace, and retaliate harshly  
12 against employees who complain about or refuse to participate in unlawful activities.

13 15. Defendants’ Eaton brand is purportedly overseen by President and  
14 Founder, defendant KATHERINE LO. In reality, however, the entire enterprise is controlled by  
15 her father, Dr. Lo Ka Shui, who meticulously manages and preserves the male-dominated  
16 corporate hierarchy and organizational structure from Hong Kong.

17 16. In the first half of 2018, defendant KATHERINE LO hired Plaintiffs ZOË  
18 WOLFF (as Vice President, Branding & Creative) and ALEXANDRA JOHNES (as Vice  
19 President of Media & Culture – Production & Strategy). Both MS. WOLFF and MS. JOHNES  
20 had previously worked as consultants for defendants and had extensive experience in media,  
21 film, branding and creative endeavors. Both were induced by false representations and  
22 concealed material facts to accept the positions. In MS. WOLFF’s case, she relocated from  
23 London to Los Angeles.

24 17. After MS. WOLFF and MS. JOHNES came aboard, defendant  
25 KATHERINE LO abandoned them to a doghouse of misogyny, drug abuse, and hostility towards  
26 women – a playground for men, mostly young, to trample all over women and their ideas. Men  
27 (some of whom openly used drugs at work) were promoted and allowed to “fail up,” while MS.  
28

1 WOLFF and MS. JOHNES (and other women) were stripped of their Vice President titles,  
2 divested of responsibilities and authority, and relegated to a “girly” satellite division.

3 18. Between November 2018 and June 2019 (when they were terminated),  
4 MS. WOLFF and MS. JOHNES repeatedly complained about the systemic misogyny and sexism  
5 that existed in the corporate hierarchy, including the decision to strip them of their Vice  
6 President roles and to elevate men to positions of authority. Defendant KATHERINE LO openly  
7 admitted to the misogyny and the entrenched discrimination, but, in the same breath, admitted  
8 that her hands were tied and that there was nothing that could be done as the decisions were  
9 being made by the power apex (*i.e.*, by her father, Dr. Lo) in Hong Kong.

10 19. In addition, defendants openly fostered and promoted a toxic environment  
11 of drug and alcohol abuse at work events. In early June 2019, defendant KATHERINE LO  
12 hosted a dangerous, hallucinogenic, “drug-filled” work retreat in Joshua Tree, California where  
13 she distributed LSD to the employees. Employees were encouraged to “trip” on LSD, psilocybin  
14 mushrooms, and to consume alcohol, and to roam through the wilds of the Joshua Tree desert –  
15 risking overdose, injury, snake bite, hypothermia and getting lost or hurt in the isolated desert  
16 location. MS. WOLFF and MS. JOHNES refused to participate in the illegal and highly unsafe  
17 activity, and were shunned and ostracized during the retreat.

18 20. Following the drug- and alcohol-filled retreat in Joshua Tree, MS.  
19 WOLFF and MS. JOHNES made multiple efforts to set up meetings to report the illegal and  
20 unsafe activity (both with defendant KATHERINE LO and with the Human Resources Director).  
21 Their efforts were evaded. For example, on June 27, 2019, MS. JOHNES wrote to the Human  
22 Resources Director: “I am still quite desperate to connect with her [*i.e.*, defendant KATHERINE  
23 LO]. We talked about having a 1:1 yesterday but it didn’t happen given other pressing matters. I  
24 will push again today. I absolutely need to connect with her before she leaves on vacation end of  
25 next week. I have a number of things I’m wanting to connect on but the pressing urgent one has  
26 to do with something that happened at the end of our LA retreat the week of June 3 . . . I’m  
27 extremely uncomfortable continuing to work without addressing this. Not just in terms of my  
28 personal discomfort but out of consideration / protection for the company at large. I don’t want

1 to sound too alarmist and I do think the right thing to do is to raise with her directly, but can we  
2 also put a call on the calendar for next Wednesday, in the event I don't connect with her or  
3 perhaps as a follow-up to my discussion?"

4 21. Later in the day on June 27, 2019 – after months of complaining about  
5 sexism and discrimination, after refusing to engage in illegal activity at the Joshua Tree retreat,  
6 and after attempting to complain about the unsafe conditions that transpired there – MS. WOLFF  
7 and MS. JHONES were summoned to a meeting with defendant KATHERINE LO, the Human  
8 Resources Director, and others (including a young male employee who was initially hired to  
9 report to MS. WOLFF). MS. WOLFF and MS. JHONES were abruptly informed that their  
10 employment was terminated, effective immediately. Defendant KATHERINE LO offered no  
11 explanation other than that she had been uncomfortable with them.

12 22. When they were terminated, both MS. WOLFF and MS. JHONES were,  
13 without any conditions, contractually entitled to receive payments of earned severance wages  
14 pursuant to their employment agreements. However, in an admission of their unlawful  
15 discriminatory and retaliatory motive and in violation of California law, defendants refused to  
16 pay them unless they agreed to sign a waiver and release of all claims against defendants. Only  
17 after their conduct was challenged as unlawful did defendants relent and pay MS. WOLFF and  
18 MS. JHONES the payments to which they were entitled.

19 23. By this action, MS. WOLFF and MS. JHONES seek to recover all  
20 damages and remedies to which they are entitled, including, without limitation, economic  
21 damages, emotional distress damages, punitive damages, penalties, attorneys' fees, and costs.  
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### 23 **JURISDICTION AND VENUE**

24 24. The Court has personal jurisdiction over the defendants because they are  
25 residents of and/or doing business in the State of California.

26 25. Venue is proper in this county in accordance with Section 395(a) of the  
27 California Code of Civil Procedure because the defendants, or some of them, reside in this  
28 county, and the injuries alleged herein occurred in this county. Venue is further appropriate in

1 this county in accordance with Section 395(a) and Section 395.5 of the California Code of Civil  
2 Procedure because defendants and PLAINTIFFS contracted to perform their obligations in this  
3 county, and because the liability, obligation and breach occurred within this county. Venue is  
4 further appropriate in this county in accordance with Section 12965(b) of the California  
5 Government Code because the unlawful practices alleged by PLAINTIFFS in violation of the  
6 California Fair Employment and Housing Act [Cal. Gov't Code §§ 12940, *et seq.*] were  
7 committed in this county.

### 8 **THE PARTIES**

9 26. PLAINTIFF ZOË WOLFF is an individual who, at all relevant times  
10 during the events alleged herein, resided in Los Angeles, County of Los Angeles, State of  
11 California. MS. WOLFF is a woman, who was over the age of forty (40) at all relevant times  
12 during the events alleged herein.

13 27. PLAINTIFF ALEXANDRA JHONES is an individual who, at all relevant  
14 times during the events alleged herein, resided in Los Angeles, County of Los Angeles, State of  
15 California. MS. JHONES is a woman, who was over the age of forty (40) at all relevant times  
16 during the events alleged herein.

17 28. PLAINTIFFS are informed and believe, and thereon allege, that  
18 defendants GREAT EAGLE HOLDINGS LIMITED, LANGHAM HOTELS  
19 INTERNATIONAL LIMITED, LANGHAM HOSPITALITY GROUP LIMITED, PACIFIC  
20 EATON INTERNATIONAL CORPORATION, LANGHAM HOTELS PACIFIC  
21 CORPORATION, PACIFIC LANGHAM SERVICES CORPORATION, PACIFIC EAGLE  
22 HOLDINGS CORPORATION, PACIFIC EAGLE GP CORPORATION, PACIFIC 1125  
23 MARKET CORPORATION, PACIFIC EATON HOLDINGS LIMITED and DOES 1 through  
24 50, inclusive, and each of them, are, and at all times herein mentioned were, corporations or  
25 other business entities doing business in the State of California and in the County of Los  
26 Angeles. PLAINTIFFS are further informed and believe, and thereon allege, that said  
27 defendants are and were, at all relevant times mentioned herein, “employer[s]” within the  
28 meaning of Sections 12926(d) and 12940(j)(4)(A) of the California Government Code. In

1 addition, each defendant compelled, coerced, aided, and abetted the discrimination, which is  
2 prohibited under Section 12940(i) of the California Government Code. Finally, at all relevant  
3 times mentioned herein, all defendants acted as agents of all other defendants in committing the  
4 acts alleged herein.

5           29. Defendant GREAT EAGLE HOLDINGS LIMITED is a corporation  
6 incorporated in Bermuda with its principal executive offices located in Hong Kong. It owns,  
7 controls, and manages an extensive international hotel portfolio branded under “The Langham,”  
8 “Eaton” and other brands with hotel properties throughout the United States (and North America  
9 in general), Europe, Asia and Australasia. Its Managing Director, Chairman and majority owner  
10 is Dr. Lo Ka Shui, also known as “Dr. Ka Shui Lo”, who is also the Executive Chairman of  
11 GREAT EAGLE HOLDINGS LIMITED’s wholly owned and controlled LANGHAM HOTELS  
12 INTERNATIONAL LIMITED (and the Langham Hospitality Group), and the Chief Executive  
13 Officer (CEO) and managing director of all of the other entity defendants named herein. Dr. Lo  
14 is the father of defendant KATHERINE LO (also known as LO BO LUN). KATHERINE LO is  
15 a member of GREAT EAGLE HOLDINGS LIMITED’s senior management, the Executive  
16 Director of its Langham Hospitality Group, the President of its Eaton Hotels, and Founder of its  
17 “Eaton Workshop” brand. GREAT EAGLE HOLDINGS LIMITED owns, controls, finances  
18 and sets policies for the other entity defendants (including LANGHAM HOTELS  
19 INTERNATIONAL LIMITED, LANGHAM HOSPITALITY GROUP LIMITED, PACIFIC  
20 EATON INTERNATIONAL CORPORATION, LANGHAM HOTELS PACIFIC  
21 CORPORATION, PACIFIC LANGHAM SERVICES CORPORATION, PACIFIC EAGLE  
22 HOLDINGS CORPORATION, PACIFIC EAGLE GP CORPORATION, PACIFIC 1125  
23 MARKET CORPORATION, PACIFIC EATON HOLDINGS LIMITED and DOES 1 through  
24 50, inclusive).

25           30. As set forth further herein, GREAT EAGLE HOLDINGS LIMITED and  
26 the other business entity defendants are an entangled web of over-lapping and highly  
27 coordinated, related entities that constitute and act as an integrated enterprise (self-described as  
28 the “Great Eagle *Group*” (emphasis added)), which own, operate, manage and finance a chain of

1 international hotel brands, including the Langham, Eaton and other chains. Specifically,  
2 defendants GREAT EAGLE HOLDINGS LIMITED and the other business entity defendants  
3 (including LANGHAM HOTELS INTERNATIONAL LIMITED, LANGHAM HOSPITALITY  
4 GROUP LIMITED, PACIFIC EATON INTERNATIONAL CORPORATION, LANGHAM  
5 HOTELS PACIFIC CORPORATION, PACIFIC LANGHAM SERVICES CORPORATION,  
6 GREAT EAGLE HOLDINGS LIMITED, PACIFIC EAGLE HOLDINGS CORPORATION,  
7 PACIFIC EAGLE GP CORPORATION, PACIFIC 1125 MARKET CORPORATION,  
8 PACIFIC EATON HOLDINGS LIMITED, and DOES 1 through 50, inclusive) are, together, an  
9 integrated enterprise and/or “single employer” for purposes of the unlawful employment  
10 practices alleged herein, exhibiting, among other things, interrelation of operations, common  
11 management and centralized control of labor relations. They share common officers, directors,  
12 corporate locations, operations, finances and policies. Indeed, GREAT EAGLE HOLDINGS  
13 LIMITED, which puppeteers and controls the entire enterprise, describes its integrated enterprise  
14 as the “Great Eagle *Group*.” As stated in its annual report:

15           The Group’s extensive international hotel portfolio currently  
16           comprises twenty-four luxury properties with more than 9,000  
17           rooms, including twenty-one luxury hotels branded under The  
18           Langham, Langham Place and Cordis brands in Hong Kong,  
19           London, New York, Chicago, Boston, Los Angeles, Sydney,  
20           Melbourne, Auckland, Shanghai, Beijing, Shenzhen, Guangzhou,  
21           Haining, Haikou, Ningbo, Xiamen and Hefei; two Eaton hotels in  
22           Washington D.C. and Hong Kong; and the Chelsea hotel in  
23           Toronto. All the hotels are managed by Langham Hotels  
24           International Limited, which is a wholly-owned subsidiary of  
25           Great Eagle.

26           31. Among the “Major Properties” listed on its annual report, GREAT  
27 EAGLE HOLDINGS LIMITED lists numerous Langham and Eaton hotels and residences,  
28 including the Eaton Hotel in Washington, D.C., of which the Great Eagle Group’s interest



1 comprises 100%. In its annual report, GREAT EAGLE HOLDINGS LIMITED refers to the  
2 Eaton Hotel in Washington, D.C. as being one of “our” hotels. It has also earmarked a site  
3 located at 1125 Market Street in San Francisco, California for the development of another Eaton  
4 hotel.

5 32. Moreover, a press release issued by GREAT EAGLE HOLDINGS  
6 LIMITED in February 2019 states that Eaton Workshop is “part of the Great Eagle Group.”

7 33. Indeed, it is virtually impossible to disentangle the complex web of multi-  
8 layered interrelated entities, which comprise this arcane Great Eagle/Langham/Eaton enterprise  
9 (or “Group”); it is akin to attempting to solve a Rubik’s cube in the dark. They all file  
10 consolidated financial and operational reports, they share directors, officers, owners, managers,  
11 have common corporate addresses, and consolidate their employment oversight in a common  
12 human resources department. For example, the Regional Director of Human Resources for  
13 Langham Hospitality Group/Langham Hotels was responsible for receiving and investigating  
14 employee complaints and overseeing terminations and other employment actions for all of the  
15 Great Eagle Group and business entity defendants (at least in the United States). In its annual  
16 report, for example, defendant GREAT EAGLE HOLDINGS LIMITED states that its employee  
17 handbook is applicable to the entire “Group.” In addition to constituting an integrated enterprise,  
18 this network of entities constitutes joint employers, with employment decisions, policies and  
19 control emanating from all of the integrated entities.

20 34. Defendants LANGHAM HOTELS INTERNATIONAL LIMITED (also  
21 known as the Langham Hospitality Group) and LANGHAM HOSPITALITY GROUP LIMITED  
22 are corporations with their principal executive offices located in Hong Kong. They are self-  
23 described as a global hotel company with more than 30 properties located in major cities over  
24 four continents (including Los Angeles). Their Executive Chairman is Dr. Lo Ka Shui, also  
25 known as “Dr. Ka Shui Lo” (*i.e.*, the same person who is the Managing Director, Chairman and  
26 majority owner of defendant GREAT EAGLE HOLDINGS LIMITED). LANGHAM HOTELS  
27 INTERNATIONAL LIMITED’s Executive Director is defendant KATHERINE LO, also known  
28 as LO BO LUN, who is also a member of GREAT EAGLE HOLDINGS LIMITED’s senior

1 management, an Executive Director of the Langham Hospitality Group, the President of its  
2 Eaton Hotels, and Founder of its “Eaton Workshop” brand.

3 35. Defendant PACIFIC EATON INTERNATIONAL CORPORATION is a  
4 corporation. Until December 2020, its principal place of business, executive offices and  
5 headquarters were located at 201 California Street, Suite 500, San Francisco CA 94111. In  
6 December 2020, it, in coordination with several of the other defendants, relocated its principal  
7 place of business, executive offices and headquarters to 58 Tehama Street, San Francisco, CA  
8 94015. On records filed with the California Secretary of State, the corporation self-describes its  
9 business as “Real Estate Investments.” Its corporate officers are identified as Dr. Ka Shui Lo  
10 (CEO), Tak Kwong Kan (Secretary and CFO), and, until December 2020, Chun Him Lo (CFO).  
11 Dr. Ka Shui Lo, as noted above, is also the Managing Director, Chairman and majority owner of  
12 defendant GREAT EAGLE HOLDINGS LIMITED; Tak Kwong Kan (also known as Kan Tak  
13 Kwong) is also the Executive Director and General Manager of defendant GREAT EAGLE  
14 HOLDINGS LIMITED; Chun Him Lo (also known as Alexander Lo) is also an Executive  
15 Director of GREAT EAGLE HOLDINGS LIMITED. Until December 2020, PACIFIC EATON  
16 INTERNATIONAL CORPORATION’s registered agent for service of process was Mike  
17 Simons, who shared the same address as the corporation. As of December 2020, the registered  
18 agent was changed to Joyce Yonce (who is also the corporation’s Assistant Secretary and shares  
19 the same address as the corporation).

20 36. Defendant LANGHAM HOTELS PACIFIC CORPORATION is a  
21 corporation. Until December 2020, its principal place of business, executive offices and  
22 headquarters were located at 201 California Street, Suite 500, San Francisco CA 94111. In  
23 December 2020, it, in coordination with several of the other defendants, relocated its principal  
24 place of business, executive offices and headquarters to 58 Tehama Street, San Francisco, CA  
25 94015. On records filed with the California Secretary of State, the corporation self-describes its  
26 business as “Real Estate.” Its corporate officers are identified as Dr. Ka Shui Lo (CEO) and Tak  
27 Kwong Kan (Secretary and CFO). Dr. Ka Shui Lo, as noted above, is also the Managing  
28 Director, Chairman and majority owner of defendant GREAT EAGLE HOLDINGS LIMITED;

1 Tak Kwong Kan (also known as Kan Tak Kwong) is also the Executive Director and General  
2 Manager of defendant GREAT EAGLE HOLDINGS LIMITED. Until December 2020,  
3 PACIFIC EATON INTERNATIONAL CORPORATION's registered agent for service of  
4 process was Mike Simons, who shared the same address as the corporation. As of December  
5 2020, the registered agent was changed to Joyce Yonce (who is also the corporation's Assistant  
6 Secretary and shares the same address as the corporation).

7 37. Defendant PACIFIC LANGHAM SERVICES CORPORATION is a  
8 corporation. Until December 2020, its principal place of business, executive offices and  
9 headquarters were located at 201 California Street, Suite 500, San Francisco CA 94111. In  
10 December 2020, it, in coordination with several of the other defendants, relocated its principal  
11 place of business, executive offices and headquarters to 58 Tehama Street, San Francisco, CA  
12 94015. On records filed with the California Secretary of State, the corporation self-describes its  
13 business as "Real Estate." Its corporate officers are identified as Dr. Ka Shui Lo (CEO) and Tak  
14 Kwong Kan (Secretary and CFO). Dr. Ka Shui Lo, as noted above, is also the Managing  
15 Director, Chairman and majority owner of defendant GREAT EAGLE HOLDINGS LIMITED;  
16 Tak Kwong Kan (also known as Kan Tak Kwong) is also the Executive Director and General  
17 Manager of defendant GREAT EAGLE HOLDINGS LIMITED. Until December 2020,  
18 PACIFIC EATON INTERNATIONAL CORPORATION's registered agent for service of  
19 process was Mike Simons, who shared the same address as the corporation. As of December  
20 2020, the registered agent was changed to Joyce Yonce (who is also the corporation's Assistant  
21 Secretary and shares the same address as the corporation).

22 38. Defendant PACIFIC EAGLE HOLDINGS CORPORATION is a  
23 corporation. Until December 2020, its principal place of business, executive offices and  
24 headquarters were located at 201 California Street, Suite 500, San Francisco CA 94111. In  
25 December 2020, it, in coordination with several of the other defendants, relocated its principal  
26 place of business, executive offices and headquarters to 58 Tehama Street, San Francisco, CA  
27 94015. On records filed with the California Secretary of State, the corporation self-describes its  
28 business as "Real Estate." Its corporate officers are identified as Dr. Ka Shui Lo (CEO) and Tak

1 Kwong Kan (Secretary and CFO). Dr. Ka Shui Lo, as noted above, is also the Managing  
2 Director, Chairman and majority owner of defendant GREAT EAGLE HOLDINGS LIMITED;  
3 Tak Kwong Kan (also known as Kan Tak Kwong) is also the Executive Director and General  
4 Manager of defendant GREAT EAGLE HOLDINGS LIMITED. Until December 2020,  
5 PACIFIC EATON INTERNATIONAL CORPORATION's registered agent for service of  
6 process was Mike Simons, who shared the same address as the corporation. As of December  
7 2020, the registered agent was changed to Joyce Yonce (who is also the corporation's Assistant  
8 Secretary and shares the same address as the corporation).

9           39. Defendant PACIFIC EAGLE GP CORPORATION is a corporation. Until  
10 December 2020, its principal place of business, executive offices and headquarters were located  
11 at 201 California Street, Suite 500, San Francisco CA 94111. In December 2020, it, in  
12 coordination with several of the other defendants, relocated its principal place of business,  
13 executive offices and headquarters to 58 Tehama Street, San Francisco, CA 94015. On records  
14 filed with the California Secretary of State, the corporation self-describes its business as "Real  
15 Estate." Its corporate officers are identified as Dr. Ka Shui Lo (CEO) and Tak Kwong Kan  
16 (Secretary and CFO). Dr. Ka Shui Lo, as noted above, is also the Managing Director, Chairman  
17 and majority owner of defendant GREAT EAGLE HOLDINGS LIMITED; Tak Kwong Kan  
18 (also known as Kan Tak Kwong) is also the Executive Director and General Manager of  
19 defendant GREAT EAGLE HOLDINGS LIMITED. Until December 2020, PACIFIC EATON  
20 INTERNATIONAL CORPORATION's registered agent for service of process was Mike  
21 Simons, who shared the same address as the corporation. As of December 2020, the registered  
22 agent was changed to Joyce Yonce (who is also the corporation's Assistant Secretary and shares  
23 the same address as the corporation).

24           40. Defendant PACIFIC 1125 MARKET CORPORATION is a corporation.  
25 Until December 2020, its principal place of business, executive offices and headquarters were  
26 located at 201 California Street, Suite 500, San Francisco CA 94111. In December 2020, it, in  
27 coordination with several of the other defendants, relocated its principal place of business,  
28 executive offices and headquarters to 58 Tehama Street, San Francisco, CA 94015. On records

1 filed with the California Secretary of State, the corporation self-describes its business as “Real  
2 Estate.” Its corporate officers are identified as Dr. Ka Shui Lo (CEO) and Tak Kwong Kan  
3 (Secretary and CFO). Dr. Ka Shui Lo, as noted above, is also the Managing Director, Chairman,  
4 and majority owner of defendant GREAT EAGLE HOLDINGS LIMITED; Tak Kwong Kan  
5 (also known as Kan Tak Kwong) is also the Executive Director and General Manager of  
6 defendant GREAT EAGLE HOLDINGS LIMITED. Until December 2020, PACIFIC EATON  
7 INTERNATIONAL CORPORATION’s registered agent for service of process was Mike  
8 Simons, who shared the same address as the corporation. As of December 2020, the registered  
9 agent was changed to Joyce Yonce (who is also the corporation’s Assistant Secretary and shares  
10 the same address as the corporation).

11           41. Defendant PACIFIC EATON HOLDINGS LIMITED is a corporation  
12 doing business in the State of California. PLAINTIFFS are informed and believe, and thereon  
13 allege, that its corporate officers are Dr. Ka Shui Lo (CEO) and Tak Kwong Kan (Secretary and  
14 CFO). Dr. Ka Shui Lo, as noted above, is also the Managing Director, Chairman, and majority  
15 owner of defendant GREAT EAGLE HOLDINGS LIMITED; Tak Kwong Kan (also known as  
16 Kan Tak Kwong) is also the Executive Director and General Manager of defendant GREAT  
17 EAGLE HOLDINGS LIMITED. Its registered agent for service of process is Mike Simons, who  
18 shares the same address as the corporation. The corporation’s Assistant Secretary is Joyce  
19 Yonce.

20           42. For purposes of convenience and readability of this Complaint, “EAGLE-  
21 LANGHAM-EATON ENTERPRISE” shall hereinafter collectively refer to GREAT EAGLE  
22 HOLDINGS LIMITED, LANGHAM HOTELS INTERNATIONAL LIMITED, LANGHAM  
23 HOSPITALITY GROUP LIMITED, PACIFIC EATON INTERNATIONAL CORPORATION,  
24 LANGHAM HOTELS PACIFIC CORPORATION, PACIFIC LANGHAM SERVICES  
25 CORPORATION, PACIFIC EAGLE HOLDINGS CORPORATION, PACIFIC EAGLE GP  
26 CORPORATION, PACIFIC 1125 MARKET CORPORATION, PACIFIC EATON HOLDINGS  
27 LIMITED and DOES 1 through 50, inclusive.

1           43. Defendant KATHERINE LO, also known as LO BO LUN, is the daughter  
2 of Dr. Ka Shui Lo. Defendant KATHERINE LO is and, at all relevant time mentioned herein,  
3 was a member of the Senior Management of GREAT EAGLE HOLDINGS LIMITED and the  
4 “Great Eagle Group,” and held and holds the positions, among others, of Executive Director of  
5 LANGHAM HOSPITALITY GROUP LIMITED, President of Eaton Hotels, and Founder of the  
6 “Eaton Workshop.” As such, defendant KATHERINE LO, at all relevant times herein  
7 mentioned, held supervisory authority over PLAINTIFFS and was a director, officer, member,  
8 and/or managing agent of defendants, and each of them. PLAINTIFFS are informed and believe,  
9 and thereon allege, that defendant KATHERINE LO is a resident of the County of Los Angeles,  
10 State of California.  
11

### 12           **FACTS COMMON TO ALL CAUSES OF ACTION**

#### 13 14           **A. MS. WOLFF and MS. JHONES, in Reliance Upon Representations, Assurances and** 15           **Promises by Defendant KATHERINE LO, Accepted Employment as Vice** 16           **Presidents; MS. WOLFF Relocated from London to Los Angeles.**

17           44. In July 2017, MS. WOLFF was hired by defendants as an independent  
18 contractor/consultant for “Eaton Workshop,” a hotel, media, and wellness brand owned and  
19 controlled by the EAGLE-LANGHAM-EATON ENTERPRISE. At the time, MS. WOLFF was  
20 living in London, England with her family, including her then one-year-old son.

21           45. In November 2017, MS. WOLFF traveled to Venice, California to work  
22 with MS. JHONES on creating a media business plan for the Eaton Workshop brand.

23           46. In December 2017, MS. JHONES was hired by defendant KATHERINE  
24 LO as an independent contractor/consultant for defendants’ Eaton Workshop brand. Together,  
25 MS. WOLFF and MS. JHONES worked on creating the media business plan.

26           47. In February 2018, PLAINTIFFS presented the proposed media business  
27 plan to Dr. Lo Ka Shui (defendant KATHERINE LO’s father, who is also the Managing  
28 Director, Chairman and majority owner of GREAT EAGLE HOLDINGS LIMITED and an

1 executive, director, and owner of all of entities comprising the EAGLE-LANGHAM-EATON  
2 ENTERPRISE). The pitch was incredibly successful; an approximately \$3.8 million budget for  
3 Eaton Workshop was approved for 2018. Defendant KATHERINE LO texted PLAINTIFFS to  
4 praise their performance in creating and pitching the Eaton Workshop media business plan.

5 48. In late January, February and March 2018, defendant KATHERINE LO  
6 commenced concerted efforts to solicit and induce MS. WOLFF to relocate from London,  
7 England to Los Angeles, California to accept a position of full-time employment as Vice  
8 President, Branding and Creative. Among other things, defendant KATHERINE LO made the  
9 following representations, assurances and promises to MS. WOLFF:

- 10 • As MS. WOLFF was deciding whether to uproot her life and relocate to  
11 Los Angeles, California, she sought assurances that, if she were to do so, it  
12 would be for an opportunity to work closely alongside defendant  
13 KATHERINE LO (the Founder of the Eaton Workshop brand, President  
14 of Eaton Hotels, and Executive Director of Langham Hospitality Group).  
15 In response, defendant KATHERINE LO repeatedly represented, assured  
16 and promised MS. WOLFF that she (KATHERINE LO) would collaborate  
17 with MS. WOLFF in person, and on a daily basis, in Venice, California.  
18 This was a material enticement to MS. WOLFF, who was convinced that  
19 directly collaborating with defendant KATHERINE LO significantly  
20 added to the prestige and gravitas of the position and that such close, daily  
21 collaboration would be essential to successfully performing her role.
- 22 • Defendant KATHERINE LO represented, assured, and promised MS.  
23 WOLFF that she would have a Vice President title and would have  
24 authority and responsibilities commensurate with that position. She even  
25 stated, “i think it is important to have the word VP in it” and represented  
26 that Sharon Cheng (Vice President of Human Resources for LANGHAM  
27 HOSPITALITY GROUP LIMITED and LANGHAM HOTELS  
28

INTERNATIONAL LIMITED) had suggested the title of “VP-Branding and Creative.”

- Defendant KATHERINE LO represented, assured, and promised MS. WOLFF that, as Vice President of Branding and Creative, she would oversee all creative and brand assets, including the Eaton Workshop digital content platform, website and social media, and that she would be the caretaker and protector of the Eaton brand voice.
- Defendant KATHERINE LO represented, assured and promised MS. WOLFF that the 2018 Eaton Workshop media and branding budget would include \$2.5 million in new allocations, plus previously approved reallocations, for a total budget of approximately \$3.8 million.

49. On March 12, 2018, MS. WOLFF received a written job offer for the position of Vice President, Branding and Creative. The offer was signed by Sharon Cheng (the Vice President of Human Resources for defendant LANGHAM HOSPITALITY GROUP LIMITED and LANGHAM HOTELS INTERNATIONAL LIMITED). Ms. Cheng performed centralized human resources functions for the entire EAGLE-LANGHAM-EATON ENTERPRISE. The written offer contained illegal non-competition and non-solicitation provisions.

50. On March 14, 2018, after careful consideration and in reliance on the foregoing representations, assurances, and promises, MS. WOLFF, deciding to forego other opportunities, accepted the position as Vice President, Branding and Creative and agreed that that she and her two-year-old son would relocate to Los Angeles in June 2018.

51. On or about June 1, 2018, MS. WOLFF, in reliance on the foregoing representations, assurances, and promises, relocated with her now two-year-old son from London, England to Los Angeles, California.

52. In April and May 2018, defendant KATHERINE LO commenced concerted efforts to solicit and induce MS. JHONES to accept a position of full-time employment as Vice President, Media & Culture, Production & Strategy. Among other things,



1 defendant KATHERINE LO made the following representations, assurances, and promises to  
2 MS. JOHNES:

- 3 • Defendant KATHERINE LO represented, assured, and promised MS.  
4 JOHNES that she would have a Vice President title and would have  
5 authority and responsibilities commensurate with that position.
- 6 • Defendant KATHERINE LO represented, assured, and promised MS.  
7 JOHNES that, as Vice President, Media & Culture, Production & Strategy,  
8 she would, among other things, oversee the production and strategy for  
9 Eaton's media and culture departments, including workflow, business  
10 affairs, global project management, and budget oversight and management  
11 (both corporate and property-specific).
- 12 • Defendant KATHERINE LO represented, assured, and promised MS.  
13 JOHNES that the 2018 Eaton Workshop media and branding budget  
14 would include \$2.5 million in new allocations, plus previously approved  
15 reallocations, for a total budget of approximately \$3.8 million.

16 53. On or about May 11, 2018, MS. JOHNES received a written job offer for  
17 the position of Vice President, Media & Culture, Production & Strategy. The offer was signed  
18 by Sharon Cheng (the Vice President of Human Resources for defendant LANGHAM  
19 HOSPITALITY GROUP LIMITED and LANGHAM HOTELS INTERNATIONAL LIMITED).  
20 Ms. Cheng performed centralized human resources functions for the entire EAGLE-  
21 LANGHAM-EATON ENTERPRISE. The written offer contained illegal non-competition and  
22 non-solicitation provisions.

23 54. On May 14, 2018, after careful consideration and in reliance on the  
24 foregoing representations, assurances and promises, MS. JOHNES gave two months' notice of  
25 resignation to her existing employer (she was the lead producer of a feature documentary about  
26 sexual harassment), accepted the position as Vice President, Media & Culture, Production &  
27 Strategy, and commenced employment with the EAGLE-LANGHAM-EATON ENTERPRISE  
28 on July 2, 2018.

1           55. Both MS. WOLFF and MS. JOHNES had unconditional provisions in  
2 their employment agreements providing that they would both receive severance payments (three  
3 months of salary for MS. WOLFF and two months of salary for MS. JOHNES) if they were  
4 terminated without cause. This would become relevant in June and July of 2019, when  
5 defendants terminated them without cause and then attempted to hold their agreed-upon  
6 severance payments hostage on the condition that they execute waivers and a general release of  
7 claims (which PLAINTIFFS refused to do).

8  
9           **B. MS. WOLFF AND MS. JOHNES Soon Discovered That KATHERINE LO's**  
10           **Representations About Their New Positions (Including Those That Had Induced**  
11           **MS. WOLFF to Relocate Her Family Across the World), Were False.**

12           56. When MS. WOLFF began her full-time, permanent employment with the  
13 EAGLE-LANGHAM-EATON ENTERPRISE, she was surprised and disappointed to learn that  
14 defendant KATHERINE LO's representations, assurances and promises about the Vice  
15 President, Branding and Creative position, upon which she had relied in accepting the position  
16 and relocating her family to California, were false. Among other things, KATHERINE LO's  
17 representation that she would collaborate with MS. WOLFF in person in Venice, California on a  
18 daily basis was false. Instead, Ms. Lo moved to Washington D.C. and would often go weeks  
19 without contacting MS. WOLFF at all. In fact, throughout MS. WOLFF's employment,  
20 KATHERINE LO repeatedly promised that she would soon be returning to Venice, California so  
21 that she and MS. WOLFF could work together in person on a daily basis as originally promised,  
22 but these representations were also false. MS. WOLFF relied on these repeated representations  
23 in continuing her employment with the Company and subsequently declined to pursue other job  
24 opportunities. Defendant KATHERINE LO made such repeated and false representations on,  
25 among others, the following occasions:

- 26           • In March 2018, MS. WOLFF learned that KATHERINE LO had rented an  
27           apartment in Washington, D.C. KATHERINE LO assured MS. WOLFF  
28

1 that she would to return to Los Angeles in June 2018. KATHERINE LO  
2 did not return to Los Angeles in June 2018.

- 3 • In July 2018, KATHERINE LO assured MS. WOLFF that she would  
4 return to Los Angeles in September 2018. KATHERINE LO did not  
5 return to Los Angeles in September 2018.
- 6 • When KATHERINE LO had still not returned from Washington, D.C. in  
7 January 2019, MS. WOLFF texted her to complain that she had moved her  
8 family from London to Los Angeles based on her explicit promise that  
9 they would be working together. She wrote: “[W]hen I moved my life  
10 from London to LA it was with the understanding that I would sit next to  
11 you – the visionary founder of a global company with two properties and  
12 more in the making ... and to work alongside you[.]” KATHERINE LO  
13 responded by making another false promise that they would begin working  
14 together in person on a daily basis in February 2019.
- 15 • Although KATHERINE LO moved back to Los Angeles in February 2019  
16 (eleven months after MS. WOLFF began working at the Company full-  
17 time), she came into the company’s Venice office less than once a week  
18 and rarely met with MS. WOLFF. In fact, at no time during MS.  
19 WOLFF’s employment with the EAGLE-LANGHAM-EATON  
20 ENTERPRISE was KATHERINE LO’s promise that she would work with  
21 MS. WOLFF in person on a daily basis ever kept.

22  
23 57. Due to defendant KATHERINE LO’s misrepresentations, false promises  
24 and assurances, MS. WOLFF was essentially tricked into relocating herself and her two-year-old  
25 son from London to California for a job that was substantially and materially different from that  
26 which she had been promised. In a classic bait-and-switch, MS. WOLFF was promised a job  
27 working directly and in close geographic proximity with the founder of a new brand to  
28 collaboratively create that brand, but once she accepted the job, was assigned to the significantly

1 inferior role of working across the country from the founder and having scarce contact with or  
2 ability to collaborate with her.

3 58. Moreover, immediately upon MS. JOHNES's hire and MS. WOLFF'S  
4 relocation, defendant KATHERINE LO and the EAGLE-LANGHAM-EATON ENTERPRISE  
5 engaged in and implemented an organizational change that resulted in both MS. JOHNES and  
6 MS. WOLFF being formally stripped of their Vice President positions and divested of material  
7 areas of responsibility and authority (which were reassigned to male employees).

8  
9 **C. From October 2018 to June 2019, PLAINTIFFS Repeatedly Complained of**  
10 **Discrimination and Misogyny as They (and Other Women) Were Stripped of Their**  
11 **Vice President Positions, Divested of Authority and Marginalized While Younger**  
12 **Male Employees "Failed Up" and Were Rewarded for Sexism, Drug Use,**  
13 **Incompetence, Unreliability, and Inexperience.**

14  
15 59. MS. WOLFF and MS. JOHNES excelled in their work performance, as  
16 evidenced by routine praise they received from defendant KATHERINE LO for their work.

17 60. Upon their hire, however, PLAINTIFFS quickly realized that they had  
18 been thrown into a toxic work environment and an entrenched male-dominated culture. In  
19 contrast to Plaintiffs' excellent job performance, younger male employees were routinely  
20 rewarded for sexism, erratic behavior, drug abuse and for general poor performance and  
21 inexperience. As MS. WOLFF complained, they were being rewarded for "failing up."

22 61. In April 2018, for example, defendant KATHERINE LO shared with MS.  
23 WOLFF that she was considering firing Tanner Campbell (Vice President of Hotel Projects)  
24 because he had a drug problem. Throughout their employment, PLAINTIFFS observed Mr.  
25 Campbell with white powder on his nose, repeatedly getting a runny nose, and completely  
26 missing several meetings and scheduled calls without explanation.

27 62. In September 2018, PLAINTIFFS attended the opening of the Eaton hotel  
28 in Washington, D.C. At this opening, PLAINTIFFS observed that defendant KATHERINE LO

1 and Mr. Campbell were behaving in an erratic, paranoid and jittery manner, as if they were under  
2 the influence of drugs. Among other things, MS. JHONES observed Mr. Campbell, defendant  
3 KATHERINE LO and a more junior female employee leaving a bathroom together. They were  
4 giggling, wiping their noses, and behaving in an extremely hyperactive manner. And in another  
5 instance, MS. WOLFF observed Mr. Campbell with a dripping, powdery nose. In conjunction  
6 with defendant KATHERINE LO's prior statement about Mr. Campbell and cocaine use,  
7 PLAINTIFFS believed that they were high on cocaine.

8           63. In October 2018, Barbara Lopez, the Company's Vice President of  
9 Operations & Brand Standards, told MS. JHONES that Ms. Lopez had complained to Regional  
10 Director of Human Resources Christine Wilsek about drug use at the opening. Ms. Wilsek  
11 admitted to Ms. Lopez that drug use was a "problem" in the Company. Ms. Lopez resigned that  
12 month.

13           64. Throughout the fall of 2018, Mr. Campbell (Vice President of Hotel  
14 Projects) consistently engaged in misogynistic and discriminatory conduct toward PLAINTIFFS  
15 and other women and treated them in a dissimilar manner to men. Among other things, he  
16 belittled and spoke down to them, treated them with scorn, berated them for expressing their  
17 opinions and views, dismissed their experience and expertise, and subjected them to outmoded  
18 gender-based stereotypes, including that women do not know how to handle and cannot be  
19 trusted with money.

20           65. Defendants, including defendant KATHERINE LO, were well aware of  
21 Mr. Campbell's misogyny and discrimination. For example, defendant KATHERINE LO was  
22 present when Angie Fetherston (the owner and CEO of a company vendor called Drink  
23 Company) openly accused Mr. Campbell of misogyny. Similarly, Jaclyn Rutigliano (Vice  
24 President of Brand Amplification) complained to defendant KATHERINE LO about Mr.  
25 Campbell's misogyny and sexism; Ms. Rutigliano also complained that Mr. Campbell had been  
26 rewarded for his discriminatory conduct while women were held to a higher standard of conduct.

27           66. In October 2018, defendant KATHERINE LO forwarded to PLAINTIFFS  
28 and another female employee (Jaclyn Rutigliano, Vice President of Brand Amplification) an

1 email that she had received from Angie Fetherston regarding female leadership and the struggles  
2 faced by women. Defendant KATHERINE LO admitted that MS. JOHNES and Ms. Rutigliano  
3 had faced discrimination from the power apex of the EAGLE-LANGHAM-EATON  
4 ENTERPRISE in Hong Kong.

5           67. Throughout the end of 2018 and beginning of 2019, the Company began  
6 to discuss a new organizational chart that would delineate each employee's role and  
7 responsibilities. During the months of discussion regarding this chart, PLAINTIFFS engaged in  
8 concerted efforts to oppose a structure that discriminated against female employees and advocate  
9 for a non-discriminatory chart.

10           68. On November 1, 2018, defendant KATHERINE LO told MS. JOHNES  
11 not to allow Mr. Campbell to handle overseeing a new hire because, in defendant KATHERINE  
12 LO's words, if Mr. Campbell was placed in charge, "it will not get done."

13           69. Despite her admission regarding Mr. Campbell, defendant KATHERINE  
14 LO, on the very same day, presented a new organizational chart to PLAINTIFFS. On its face,  
15 the chart was blatantly discriminatory. Although at the time there were four Vice Presidents of  
16 Eaton Workshop (MS. WOLFF, MS. JOHNES, Jacklyn Rutigliano, and Tanner Campbell), the  
17 organization hierarchy gave a promoted role to Mr. Campbell (despite his record of misogyny  
18 and discrimination) and ceded vast authority over the business to him while marginalizing the  
19 three women, reducing their roles, and divesting them of authority. The chart depicted Mr.  
20 Campbell with authority over more than thirty other reports while the three women were given  
21 authority over none. Moreover, they were placed beneath an undefined "Media" head (which  
22 they would soon learn was intended to be filled by a man). As MS. WOLFF would complain,  
23 they were being siloed over to a "girly media satellite division." Indeed, within weeks, they  
24 would be stripped of their Vice President titles and divested of significant authority and  
25 responsibility (and Ms. Rutigliano would be fired), while Mr. Campbell was promoted to the  
26 position of Senior Vice President and Head of Hospitality.

27           70. On November 1, 2018, PLAINTIFFS (and Ms. Rutigliano) proposed an  
28 alternative, non-discriminatory organizational chart in which the three women retained

1 equivalent authority to Mr. Campbell (they would all continue to be Vice Presidents at the same  
2 level with each one supervising a relatively equivalent number of other employees).

3 71. When Mr. Campbell saw that, according to the alternate chart, he would  
4 be at the same Vice President level and at relative parity with the female employees, he had an  
5 angry outburst and reacted in an aggressive and hostile manner. Even though they had all been  
6 hired as Vice Presidents, he reacted with particular incredulity to the idea that MS. WOLFF, MS.  
7 JHONES and Ms. Rutigliano would be at relative parity with him within the organization (in  
8 terms of authority, power and supervision).

9 72. In an email dated November 1, 2018, defendant KATHERINE LO notified  
10 MS. JHONES, MS. WOLFF, Ms. Rutigliano and Mr. Campbell that she “would circle back with  
11 [her] father.”

12 73. As set forth herein, from November 1, 2018 (the date on which they  
13 received the discriminatory organizational chart) up to June 2019 (when they were terminated),  
14 PLAINTIFFS repeatedly opposed and complained about the discrimination, the preferential  
15 treatment given to men, and the misogyny that pervaded the EAGLE-LANGHAM-EATON  
16 ENTERPRISE. Following their complaints, they were subjected to further discrimination and  
17 retaliation.

18 74. On November 1, 2018, MS. JHONES complained to defendant  
19 KATHERINE LO that she was being biased toward men because she was giving “significant  
20 control and authority” to a man, Mr. Campbell, despite Ms. Lo having just articulated that Mr.  
21 Campbell was not performing his job competently. In an admission, defendant KATHERINE  
22 LO responded: “I know.” MS. JHONES then explicitly complained about the fact that the  
23 organizational chart was discriminatory based on gender, comparing the chart to “patriarchy.”  
24 Defendant KATHERINE LO responded: “yes!” However, she did not make any changes to  
25 make the organizational structure less discriminatory based on gender.

26 75. On November 2, 2018, MS. WOLFF complained to defendant  
27 KATHERINE LO that she was “ceding the entire business to Tanner [Campbell],” complained  
28

1 about the elevation of Mr. Campbell to the “ultimate decision maker,” and complained that “It  
2 feels like there is a level of misogyny in all this.”

3           76. On November 6, 2018, MS. WOLFF and Ms. Rutigliano, in a group text  
4 message, again complained to defendant KATHERINE LO about sexism, misogyny and the  
5 decision to elevate Mr. Campbell. They expressly stated that they did not feel safe around Mr.  
6 Campbell due to his sexism, his outbursts and his personal attacks, and requested an opportunity  
7 to address their concerns with defendant KATHERINE LO outside his presence. In response,  
8 defendant KATHERINE LO griped that they were putting her “in the middle” and that her “time  
9 is wasted being a therapist to all.” Ms. Rutigliano reiterated that she was not comfortable with  
10 Mr. Campbell and that, “There is really intense sexism and misogyny running rampant at various  
11 levels and it’s very hard for women to defend themselves when we are presented with this type  
12 of environment.” In response, defendant KATHERINE LO acknowledge that it was emanating  
13 from her father, Dr. Ka Shui Lo (the highest-level executive, director and owner of the entire  
14 EAGLE-LANGHAM-EATON ENTERPRISE). As she stated to MS. WOLFF and Ms.  
15 Rutigliano, “I have my dad on my case all the time and thats [*sic*] why im [*sic*] stuck.” She then  
16 rejected the alternative non-discriminatory reporting structure that had been proposed by  
17 PLAINTIFFS and Ms. Rutigliano on November 1<sup>st</sup>.

18           77. On November 6, 2018, in the group text message with defendant  
19 KATHERINE LO and Ms. Rutigliano, MS. WOLFF further complained to defendant  
20 KATHERINE LO that the proposed organizational and reporting structure was a “power grab”  
21 by Mr. Campbell, that Mr. Campbell was “being promoted despite how unreliable he has been  
22 b[e]c[ause] he’s a man,” and that the three women (MS. WOLFF, MS. JHONES and Ms.  
23 Rutigliano) were being relegated to a “girly media satellite division that will be the first thing to  
24 be let go of when it doesn’t serve business needs.” Sure enough, by June 2019, all three women  
25 had been terminated.

26           78. On November 6, 2018, in the group text message with MS. WOLFF, Ms.  
27 Rutigliano complained that she was being held to a different, higher standard than Mr.  
28 Campbell, but that Mr. Campbell was being rewarded. She further complained, “I’ve sadly been



1 met with more overt sexism and misogyny in these four months than I have in my entire career.  
2 I got (*sic*) to bed upset and wake up with a heavy heart. Every day.” Then, in an ominous  
3 foreboding of retaliation, she continued, “And it’s been this way since my first week. Yet I have  
4 been petrified to vocalize anything in a serious way since I’ve been reminded several times that  
5 my role is replaceable. I’m sorry to be honest here but I can’t really keep this in anymore.”

6 79. On November 8, 2018, in another effort to oppose discrimination, MS.  
7 JOHNES, MS. WOLFF and Ms. Rutigliano emailed another version of a proposed  
8 organizational structure that did not discriminate against, dilute the authority of, or marginalize  
9 women. The three women, again, proposed that they and Mr. Campbell all retain their Vice  
10 President roles and that they remain at a comparable level of authority within the organization.  
11 Again, Mr. Campbell reacted in a hostile manner. Nonetheless, MS. WOLFF, MS. JOHNES and  
12 Ms. Rutigliano continued to advocate for a non-discriminatory organizational reporting structure.

13 80. On or about November 14, 2018, MS. WOLFF and Ms. Rutigliano met  
14 with defendant KATHERINE LO and her father, Dr. Ka Shui Lo (the highest-level executive,  
15 director, and owner of the entire EAGLE-LANGHAM-EATON ENTERPRISE). During the  
16 conversation, Dr. Ka Shui Lo, in a blatant expression of discriminatory intent, stated that he was  
17 going to bring in a man to be the head of the Media division to be in charge of MS. WOLFF,  
18 MS. JOHNES and Ms. Rutigliano. Ms. Rutigliano expressly objected to the discrimination and  
19 asked Dr. Lo why a woman couldn’t be in charge. Dr. Lo dismissively laughed; defendant  
20 KATHERINE LO, ratifying the discrimination, remained conspicuously silent.

21 81. Following PLAINTIFFS’ initiation of their complaints and efforts to  
22 oppose discrimination in early November 2018, defendants ratified and accelerated their  
23 discriminatory practices, and commenced a pattern of retaliation – marginalizing them, stripping  
24 them of authority, and culminating in PLAINTIFFS’ terminations. In October 2018, for  
25 example, a young male named Ryan Kibler was hired as an Art Director, to report to MS.  
26 WOLFF. Nonetheless, he was immediately removed from MS. WOLFF’s supervision,  
27 reassigned to Mr. Campbell, and given a promoted position. By December, despite his lack of  
28 experience, Mr. Kibler was given many of PLAINTIFFS’ substantive responsibilities (initially in

1 secret, then overtly). He was also given important opportunities to travel (“toggle”) between  
2 defendants’ properties in Hong Kong and Washington, D.C. that had been denied to MS.  
3 WOLFF and MS. JOHNES (defendant KATHERINE LO attempted to justify the disparate  
4 treatment because MS. WOLFF and MS. JOHNES were mothers with children).<sup>1</sup> In fact, MS.  
5 WOLFF and MS. JOHNES would have wanted to and been able to travel between the properties,  
6 a job responsibility that would have allowed them to create greater connections throughout the  
7 Company and more effectively do their jobs. Then, to add insult to injury, Mr. Kibler was given  
8 the authority to “peer review” (or, in the words of defendant KATHERINE LO, to “vet” or  
9 “vouch for”) MS. WOLFF’S and MS. JOHNES’s work (again, despite their vastly greater  
10 experience).

11 82. On December 14, 2018, MS. WOLFF learned that Mr. Kibler was secretly  
12 being given responsibilities regarding the design and content of the company website. The design  
13 of the website was MS. WOLFF’s job responsibility.

14 83. As of early January 2019, moreover, defendant KATHERINE LO was not  
15 residing in Los Angeles. On January 9, 2019, MS. WOLFF expressly complained to defendant  
16 KATHERINE LO about her false representation that she would work alongside MS. WOLFF in  
17 Los Angeles – a representation that induced MS. WOLFF to relocate from London. As MS.  
18 WOLFF stated, “When I moved my life from London to LA, it was with the understanding that I  
19 would sit next to you – the visionary founder of a global company with two properties and more  
20 in the making – and part of what has always excited me is how to build a global brand – that has  
21 the hybrid of physical and digital as it’s unique offering – and to work alongside you so I look  
22 forward to hearing how/if you still see that as part of the scope.”

23 84. In January 2019, the Company held a retreat in Washington, D.C. at which  
24 the three female Vice Presidents – MS. WOLFF, MS. JOHNES and Ms. Rutigliano – were  
25 officially and publicly informed that they were being stripped of their Vice President titles and

26 <sup>1</sup> This comment was representative of a greater pattern of bias against working mothers as evidenced by Defendants’  
27 practices including, but not limited to, disregarding working mothers’ childcare responsibilities by repeatedly  
28 changing the dates for work trips at the last minute, failing to provide breastfeeding/pumping accommodations at its  
work retreats, and repeatedly scheduling mandatory conference calls in the early morning and cancelling them at the  
last minute, without consideration for working mothers’ childcare responsibilities.

1 positions. They were also notified that Mr. Tanner Campbell, despite his known record of  
2 misogyny, was receiving a promotion (to the position of Senior Vice President and Head of  
3 Hospitality) in which he would have authority over MS. WOLFF, MS. JHONES and Ms.  
4 Rutigliano, and would thereupon be second in authority only to Founder and President,  
5 defendant KATHERINE LO. They were also notified that Ryan Kibler (who had been hired in  
6 October to report to MS. WOLFF) was likewise receiving a significant promotion (in which he  
7 would encroach upon MS. WOLFF's purview and responsibilities), was being removed from  
8 MS. WOLFF' chain of supervision/authority, and would, instead, be reporting to Mr. Campbell.  
9 He would, in fact, thereupon be in a position to provide input as to whether employees --  
10 including MS. WOLFF, MS. JHONES and Ms. Rutigliano -- would receive bonuses and salary  
11 increases. This new reporting structure was confirmed in an organization chart that was  
12 presented to the workforce.

13           85. Not only had MS. WOLFF and MS. JHONES been stripped of their Vice  
14 President titles, but, in a continuing act of discrimination and retaliation, they were never  
15 provided with any additional or alternate titles during the remaining tenure of their employment.  
16 Instead, they were relegated to ambiguous and undefined roles and titles, which undermined their  
17 authority and positions.

18           86. In January 2019, MS. WOLFF, MS. JHONES and Ms. Rutigliano again  
19 complained that the organizational structure was discriminatory and continued to advocate for an  
20 organizational structure that did not discriminate against female employees.

21           87. Following their demotions and the elevation of men, MS. WOLFF, MS.  
22 JHONES (and Ms. Rutigliano) complained, on multiple occasions, to the responsible Human  
23 Resources executive (Langham Hospitality Group's Human Resources Director, Christine  
24 Wilsek) that they were being subjected to discrimination and retaliation.

25           88. On January 17, 2019, Ms. Rutigliano texted MS. WOLFF and MS.  
26 JHONES to complain that Ryan Kibler was being given credit for her ideas, which had been  
27 rejected when she put them forward but were enthusiastically adopted when proposed by Mr.  
28 Kibler. MS. WOLFF and MS. JHONES agreed that they had been experiencing the same

1 phenomenon, with Mr. Kibler getting credit for their ideas and inserting himself into their areas  
2 of expertise and responsibility.

3 89. In January 2019, after learning of the systemic discrimination and that she  
4 and the other two women Vice Presidents had been stripped of their titles, Ms. Rutigliano  
5 explicitly complained that the organizational structure, including the elevation of men and the  
6 demotion of women, was “sexist.” In retaliation, she was summarily fired within two days of her  
7 complaints.

8 90. In the immediate aftermath of Ms. Rutigliano’s termination, Langham  
9 Hospitality Group’s Human Resources Director (Christine Wilsek) corroborated defendants’  
10 brazen retaliatory motive. In a communication with MS. WOLFF and MS. JOHNES, Ms.  
11 Wilsek explained that the company liked to keep employees anxious and afraid of being fired  
12 because of its “Chinese culture.” According to Ms. Wilsek, “they [i.e. the Chinese] believe it  
13 breeds loyalty.” The message couldn’t have been clearer: If you make waves or don’t toe the  
14 company line, you can expect to be fired.

15 91. On February 8, 2019, the Director of Finance sent an email to several  
16 employees (including MS. WOLFF and MS. JOHNES) notifying them that MS. WOLFF (who  
17 had been hired as the Vice President, Branding and Creative) was being divested of significant  
18 job responsibilities related to branding, which were being assigned to Ryan Kibler. MS. WOLFF  
19 and MS. JOHNES were also notified that their budget had been vastly reduced, with a significant  
20 portion of their budget redirected towards the male-dominated “Brand Team,” which now  
21 consisted of Mr. Kibler, Tanner Campbell, and a male consultant named Harry Benson.

22 92. MS. WOLFF and MS. JOHNES were also informed that all of their work  
23 would be “peer reviewed” by Mr. Kibler going forward. When later asked what “peer reviewed”  
24 meant, defendant KATHERINE LO stated it meant that he would provide  
25 “feedback/vetting/vouching”; in short, that their work needed to be vetted and/or vouched for by  
26 a young male employee with significantly less experience.

27 93. On April 5, 2019, MS. JOHNES complained to defendant KATHERINE  
28 LO and to Langham Hospitality Group’s Human Resources Director (Christine Wilsek) that

1 Tanner Campbell (despite his recorded history of discriminatory and misogynist conduct) had  
2 been promoted to Senior Vice President while MS. JOHNES and MS. WOLFF had been stripped  
3 of their Vice President titles and that, since January, their titles and roles continued to be  
4 undefined. Ms. Wilsek did not provide an explanation.

5 94. In May 2019, another young, childless, male employee named Samine  
6 Joudat was hired. As with Ryan Kibler, he was originally hired to report to MS. WOLFF but at  
7 the last minute, PLAINTIFFS learned that he would not report to WOLFF but, instead, would  
8 report directly to defendant KATHERINE LO. This placed Mr. Joudat above, or, at a minimum,  
9 at an equivalent level within the organizational hierarchy as MS. WOLFF and MS. JOHNES.

10 95. On May 31, 2019 (just days before the drug-filled retreat in Joshua Tree),  
11 MS. JOHNES and MS. WOLFF complained to defendant KATHERINE LO and to the Human  
12 Resources Director of Langham Hospitality Group (Christine Wilsek) about the discriminatory  
13 elevation of Mr. Joudat. They complained that Mr. Joudat – a young, male employee -- was  
14 hired to report to MS. WOLFF and MS. JOHNES but that he was, instead, being removed from  
15 their supervision and being elevated to report directly to defendant KATHERINE LO. They  
16 complained that they did not want a “repeat of the experience with Ryan [Kibler].” They also  
17 complained that, since being removed from the Vice President roles, they still had not been given  
18 titles. They requested that their titles be finalized and that Mr. Joudat be given a more junior  
19 title. Defendant KATHERINE LO and Ms. Wilsek responded to their complaints in a hostile  
20 and dismissive manner.

21 96. On June 2, 2019, both PLAINTIFFS again complained that, after stripping  
22 them of their Vice President roles, defendant KATHERINE LO had still not clarified or provided  
23 them with new titles (even though it was now the day before the employee retreat to be held in  
24 Joshua Tree, California). According to MS. WOLFF and MS. JOHNES, they would be further  
25 marginalized, and their authority further undermined, if they did not have acceptable titles during  
26 the retreat.

27 97. Throughout MS. WOLFF’s and MS. JOHNES’s employment, defendant  
28 KATHERINE LO openly admitted that there was a rampant sexism problem at the EAGLE-

1 LANGHAM-EATON ENTERPRISE. However, although defendant KATHERINE LO  
2 confirmed that she was aware of the discrimination, sexism and misogynist work environment  
3 that MS. WOLFF, MS. JOHNES and other women faced, she did nothing to remedy it and  
4 thereby ratified and approved it.

5 **D. At a Company Retreat in June 2019 in Joshua Tree, California, Defendant**  
6 **KATHERINE LO Distributed Internationally-Trafficked Psychedelic Drugs to All**  
7 **Employees and Sent Them Off Into The Desert, Risking Overdoses, Exposure and**  
8 **Possible Death; PLAINTIFFS Refused to Participate and Were Subjected to**  
9 **Retaliation, Ostracism, and Discrimination.**

10  
11 98. In the first few days of June 2019, MS. WOLFF and MS. JOHNES were  
12 begrudgingly invited by defendant KATHERINE LO to attend a work retreat that would take  
13 place between June 3rd and June 7th in Venice, California and Joshua Tree, California. MS.  
14 WOLFF and MS. JOHNES were included at the last minute while other employees had been  
15 given more notice.

16 99. During the first part of the retreat in Venice on June 3, 2019, defendant  
17 KATHERINE LO ambushed MS. WOLFF and MS. JOHNES by calling them to a meeting  
18 without telling them she had also invited her friend, Jeronimo Calderon (who is reputed to  
19 promote experimentation with psychedelic drugs), to attend. Defendant KATHERINE LO stated  
20 that she had felt “uncomfortable” with MS. WOLFF and MS. JOHNES since January 2019  
21 (when she had demoted them amidst their complaints of misogyny and discrimination, and had  
22 elevated Mr. Campbell and other men). In an act of retaliation, defendant KATHERINE LO  
23 further stated she did not want MS. WOLFF and MS. JOHNES to come to the work retreat in  
24 Joshua Tree. MS. WOLFF and MS. JOHNES advocated that they should be permitted to attend.  
25 Without a legitimate excuse, defendant KATHERINE LO eventually relented and allowed them  
26 to attend the retreat in Joshua Tree with all the other employees.

1           100. During the Venice portion of the retreat, MS. WOLFF overheard  
2 defendant KATHERINE LO state that she planned to bring “100 tabs of acid” with her to the  
3 retreat in Joshua Tree.

4           101. On June 6 and 7, 2019, the second part of the work retreat was held at a  
5 hotel in Joshua Tree, California. The day before the group of employees left from Los Angeles  
6 to Joshua Tree, defendant KATHERINE LO stated that the journey there and back would be a  
7 bonding opportunity for the group. MS. WOLFF and MS. JOHNES made clear that they  
8 welcomed that opportunity. Nonetheless, defendant KATHERINE LO excluded MS. WOLFF  
9 and MS. JOHNES from the travel arrangements.

10           102. Throughout the Joshua Tree portion of the June 2019 work retreat, illegal  
11 drugs (including LSD and psychedelic mushrooms) were widely used with defendant  
12 KATHERINE LO’s knowledge and encouragement.

13           103. On Thursday night (June 6th), the employees had dinner together at the  
14 restaurant in their hotel. At the dinner table, defendant KATHERINE LO pulled LSD out of her  
15 bag. Defendant KATHERINE LO stated that she obtained the LSD from another panelist on a  
16 panel on which she had spoken about psychedelics at the company’s hotel location in Hong  
17 Kong (admitting that she had illegally brought the drugs back from Hong Kong to the United  
18 States with her). She then distributed the LSD to the employees and encouraged them to ingest  
19 it, many of whom did. In addition, Mr. Kibler, Mr. Joudat, and other employees, with the  
20 encouragement of defendant KATHERINE LO, ingested psychedelic psilocybin mushrooms.

21           104. MS. WOLFF and MS. JOHNES refused to participate in taking illegal  
22 drugs when offered them by defendant KATHERINE LO.

23           105. Later that night, defendant KATHERINE LO directed the group to go on a  
24 drug-induced “desert walk” through the wilderness of Joshua Tree. On the walk, MS. WOLFF’s  
25 and MS. JOHNES’ Assistant stated to defendant KATHERINE LO that she was not “feeling  
26 anything.” Defendant KATHERINE LO then pulled more tabs of LSD out of her bag and handed  
27 them to the Assistant, who ingested them. MS. WOLFF and MS. JOHNES observed that  
28 virtually everyone on the desert walk was severely under the influence of, and impaired by,

1 drugs and alcohol; the employees and defendant KATHERINE LO were laying on the ground,  
2 giggling uncontrollably, and speaking nonsensically. They were intoxicated to the point that they  
3 did not have control of their faculties and posed a danger to themselves and/or others. One  
4 employee got lost in the desert and MS. WOLFF and MS. JOHNES were concerned for the  
5 person's safety. They were afraid that the employees would overdose, injure themselves, or even  
6 die in their confused state of impairment.

7           106. Following the desert walk, a group of employees and defendant  
8 KATHERINE LO then stayed up all night in a hallucinatory, drug-induced state.

9           107. The following morning (June 7<sup>th</sup>), MS. WOLFF and MS. JOHNES saw  
10 defendant KATHERINE LO and other employees, including Ryan Kibler, in the hotel's  
11 breakfast area. Defendant KATHERINE LO and these employees talked openly about using  
12 drugs the night before and made a series of nonsensical comments about a hotel employee being  
13 their "spirit animal" and discussed getting tattoos of peanut butter sandwiches to commemorate  
14 their collective drug "trip." MS. JOHNES became incredibly concerned about the safety of her  
15 Assistant, who was missing from the group. MS. JOHNES rushed to her hotel room and knocked  
16 several times, concerned that she may have had an overdose or otherwise harmed herself while  
17 under the influence of the drugs that defendant KATHERINE LO had given her. Fortunately,  
18 the Assistant was not physically injured, but she appeared emotionally distraught and unstable  
19 for a week following the event, crying often.

20           108. During the retreat, defendant KATHERINE LO continued to retaliate and  
21 discriminate against MS. WOLFF and MS. JOHNES. Unlike the other employees who had  
22 participated in taking drugs, most of whom, were significantly younger, and who had not  
23 complained about discrimination, MS. WOLFF and MS. JOHNES were not invited to stay at the  
24 retreat another night. They were ostracized, disparaged, and spitefully excluded from group  
25 WhatsApp texts, and group Slack messages (in which other employees in attendance were  
26 included).

27           109. MS. WOLFF and MS. JOHNES were extremely distressed and concerned  
28 by the illegal and unsafe events of the retreat. The distribution of illegal hallucinogenic drugs by



1 defendant KATHERINE LO (a high-level senior executive and founder) to a large group of  
2 employees, including very young and/or junior employees, was indescribably far outside the  
3 bounds of what any reasonable company would allow to occur during a work event.

4 110. On the following Monday, June 10, 2019, MS. WOLFF and MS. JOHNES  
5 contacted Langham Hospitality Group’s Director of Human Resources (Christine Wilsek) to  
6 complain about the drug use and unsafe work environment at the retreat in Joshua Tree. That  
7 day, their Assistant had burst into tears while speaking to PLAINTIFFS, stating that Mr. Kibler  
8 had been “talking shit” about PLAINTIFFS at the work retreat in Joshua Tree and that it made  
9 their Assistant feel very uncomfortable. Ms. Wilsek responded that she was attending to her sick  
10 husband. MS. JOHNES replied that she would attempt to address her concerns directly with  
11 defendant KATHERINE LO.

12 111. PLAINTIFFS thereupon engaged in multiple efforts to raise their concerns  
13 with defendant KATHERINE LO. Defendant KATHERINE LO, however, was unresponsive,  
14 dissuasive, and otherwise attempted to evade their efforts.

15 112. On June 11, 2019, MS. WOLFF and MS. JOHNES exchanged written  
16 communications in which they outlined the matters about which they wished to complain to  
17 defendant KATHERINE LO.

18 113. On June 18, 2019, MS. JOHNES again wrote to Langham Hospitality  
19 Group’s Director of Human Resources (Christine Wilsek), telling her that she and MS. WOLFF  
20 had been “unable to connect with” defendant KATHERINE LO and that defendant  
21 KATHERINE LO was not responding to their inquiries. Ms. Wilsek did not respond.

22 114. On June 19, 2019, defendant KATHERINE LO finally responded, “Sorry  
23 to be out of touch.”

24 115. On Friday, June 21, 2019, MS. JOHNES emailed defendant KATHERINE  
25 LO and stated that “it is super important that we schedule brief 1:1 time next week. *I have*  
26 *something very pressing to share that only seems fair to raise directly with you and in person.*  
27 *Let me know when might work.*” (Emphasis added). After further evasion, defendant  
28 KATHERINE LO finally agreed to meet with MS. JOHNES and MS. WOLFF on Wednesday,

1 June 26, 2019. On June 26<sup>th</sup>, however, defendant KATHERINE LO behaved in a frenetic  
2 manner, acted as if she was too busy with more important matters, and again evaded a one-on-  
3 one meeting. No meeting was held.

4 116. On the morning of June 27, 2019, MS. JOHNES again reached out to  
5 Langham Hospitality Group's Director of Human Resources (Christine Wilsek). In an email,  
6 MS. JOHNES stated: "I am still quite desperate to connect with her [*i.e.*, defendant  
7 KATHERINE LO]. We talked about having a 1:1 yesterday but it didn't happen given other  
8 pressing matters. I will push again today. I absolutely need to connect with her before she  
9 leaves on vacation end of next week. I have a number of things I'm wanting to connect on but  
10 the pressing urgent one has to do with something that happened at the end of our LA retreat the  
11 week of June 3. When I didn't connect with her the following week, I was sort of ok with it  
12 because I left for vacation Thursday night, but today is my 4th day back in the office since my  
13 vacation and I'm extremely uncomfortable continuing to work without addressing this. Not just  
14 in terms of my personal discomfort but out of consideration / protection for the company at large.  
15 I don't want to sound too alarmist and I do think the right thing to do is to raise with her directly,  
16 but can we also put a call on the calendar for next Wednesday, in the event I don't connect with  
17 her or perhaps as a follow-up to my discussion?"

18  
19 **E. On June 27, 2019, MS. WOLFF and MS. JOHNES Were Summarily Fired in**  
20 **Retaliation For Their Complaints and Refusal to Engage in Unlawful Activity;**  
21 **Defendants Tried to Coerce Them Into Signing a Release to Get Their Contractually**  
22 **Negotiated Severance Payments.**

23  
24 117. Later in the day on June 27, 2019 (after MS. JOHNES had emailed Ms.  
25 Wilsek earlier in the day), defendant KATHERINE LO summoned MS. WOLFF and MS.  
26 JOHNES to a meeting. Ryan Kibler was present, and Ms. Wilsek participated by telephone.  
27 Defendant KATHERINE LO summarily notified MS. WOLFF and MS. JOHNES that their  
28 employment was terminated, effective immediately. She provided no explanation to them other

1 than stating that she had not felt “comfortable” working with them since January 2019 (when she  
2 had demoted them amidst complaints of discrimination). MS. WOLFF asked why Mr. Kibler  
3 was present. When defendant KATHERINE LO did not answer, MS. WOLFF stated: “I guess  
4 we hired our replacements,” referring to the fact that Mr. Kibler and Mr. Joudat were planning to  
5 move to the Venice office soon thereafter. In response to MS. WOLFF’s statement, defendant  
6 KATHERINE LO remained awkwardly and conspicuously silent. Indeed, following MS.  
7 WOLFF’s and JOHNES’s terminations, Mr. Kibler and Mr. Joudat did take over MS. WOLFF’s  
8 and MS. JOHNES’s remaining job responsibilities.

9           118. On June 28, 2019, PLAINTIFFS received “Notification of Change in  
10 Employment Relationship” forms, which for the first time informed them of the allegation that  
11 they had been “laid off.”

12           119. Upon termination, as set forth hereinabove, both MS. WOLFF and MS.  
13 JOHNES were, without any conditions, contractually entitled to receive immediate payments of  
14 earned severance wages pursuant to their employment agreements. In an admission of their  
15 unlawful discriminatory and retaliatory motive and in violation of law, defendants attempted to  
16 force MS. WOLFF and MS. JOHNES to waive their rights and release defendants from legal  
17 liability by holding these wages hostage. Specifically, defendants refused to pay them unless  
18 they agreed to sign a waiver and release of all claims. Only after their conduct was challenged as  
19 unlawful – and only after a significant and unlawful delay – did defendants relent and pay MS.  
20 WOLFF and MS. JOHNES the payments to which they were entitled.

21           120. PLAINTIFFS have been generally damaged in an amount according to  
22 proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

23           121. PLAINTIFFS have exhausted their administrative remedies by timely  
24 filing a complaint against each of the named defendants herein with the California Department of  
25 Fair Employment and Housing (“DFEH”), pursuant to sections 12900, *et seq.*, of the California  
26 Government Code. The DFEH issued “Right-to-Sue” letters to PLAINTIFFS. All conditions  
27 precedent to the institution of this lawsuit have been fulfilled.

1           222. Pursuant to written agreement of the parties, all limitations periods  
2 applicable to PLAINTIFFS’ claims were tolled (and did not run) starting on February 5, 2020  
3 continuing through and including, at the earliest, November 25, 2020. However, PLAINTIFFS  
4 allege that defendants’ efforts to terminate the tolling agreements on that date were defective  
5 and, accordingly, that PLAINTIFFS’ claims continue to be tolled. But, at a minimum, even  
6 assuming, *arguendo*, that defendants effectively terminated the agreement on November 25,  
7 2020, the approximate 9-10 month period between February 5 and November 25, 2020 is to be  
8 tacked on to all limitations periods applicable to PLAINTIFFS’ claims. (A true and correct copy  
9 of the tolling agreements is attached hereto as Exhibit “A”).

10   **ALTER EGO ALLEGATIONS**

11           223. PLAINTIFFS are informed and believe, and thereon allege, that there  
12 exists, and all times relevant herein there existed, a unity of interest and ownership between  
13 defendants comprising the EAGLE-LANGHAM-EATON ENTERPRISE, DOES 1 through 50,  
14 inclusive, defendant KATHERINE LO (also known as LO BU LUN) and Dr. Lo Ka Shui (also  
15 known as Dr. Ka Shui Lo), such that any individuality and separateness between and among such  
16 entities and individuals have ceased to exist, and that said defendants and individuals are each  
17 the alter egos of the other.

18           224. PLAINTIFFS are informed and believe, and thereon allege, that the  
19 entities comprising the EAGLE-LANGHAM-EATON ENTERPRISE are, and at all times  
20 mentioned herein were, mere shells, instrumentalities and conduits through which each of the  
21 defendants and Dr. Ka Shui Lo carried on their business in the corporate and/or LLC names of  
22 the other defendants. Dr. Ka Shui Lo completely controls and dominates defendants comprising  
23 the EAGLE-LANGHAM-EATON ENTERPRISE and DOES 1 through 50, inclusive.

24           225. PLAINTIFFS are informed and believe and thereon allege that, at all times  
25 relevant hereto, each of the defendants and Dr. Ka Shui Lo (1) controlled the business and affairs  
26 of the other defendants, including any and all of their affiliates; (2) commingled the funds and  
27 assets of the corporate and/or LLC entities, and diverted corporate/LLC funds and assets for their  
28 own use; (3) disregarded legal formalities and failed to maintain arm’s length relationships with

1 the entities comprising the EAGLE-LANGHAM-EATON ENTERPRISE; (4) inadequately  
2 capitalized the defendants comprising the EAGLE-LANGHAM-EATON ENTERPRISE; (5)  
3 held themselves out as personally liable for the debts of the other defendants; (6) used the  
4 corporate/LLC entities as a mere shells, instrumentalities or conduits for themselves and/or their  
5 individual businesses; (7) used the corporate/LLC entities to procure labor, services or  
6 merchandise for another person or entity; (8) used the corporate/LLC entities to conceal their  
7 ownership, management and financial interests and/or personal business activities; and/or (9)  
8 used the corporate/LLC entities to shield against personal obligations, and in particular the  
9 obligations as alleged in this Complaint.

10 126. Adherence to the fiction of the separate existence of the entities  
11 comprising the EAGLE-LANGHAM-EATON ENTERPRISE would permit an abuse of trust  
12 and/or corporate/LLC privilege and would sanction a fraud and promote injustice. Among other  
13 things, PLAINTIFFS are informed and believe, and thereon allege, that defendants shift assets  
14 and capital from one business to another in an effort to render the other defendants judgment  
15 proof. For example, PLAINTIFFS are informed and believe, and thereon allege, the defendant  
16 PACIFIC EATON INTERNATIONAL CORPORATION is insolvent, leaving PLAINTIFFS  
17 with no way to satisfy a valid judgment against such defendant, absent application of the alter  
18 ego doctrine.

19 127. Accordingly, PLAINTIFFS seeks from each of the defendants and from  
20 Dr. Ka Shui Lo the amounts set forth and prayed for herein on an alter ego theory.

21  
22 **FIRST CAUSE OF ACTION**

23 **DISCRIMINATION BASED ON SEX, GENDER and/or AGE IN VIOLATION OF THE**

24 **FAIR EMPLOYMENT AND HOUSING ACT**

25 (Cal. Gov't Code § 12940 *et seq.*)

26 (Against All Defendants Except KATHERINE LO)

1            128. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
2 127, as though set forth in full.

3            129. As alleged herein and in violation of California Government Code Section  
4 12940(a), defendants, and each of them, subjected PLAINTIFFS to different standards of  
5 conduct than similarly situated male employees and younger employees, subjected PLAINTIFFS  
6 to different terms, conditions, and privileges of employment than similarly situated male  
7 employees and younger employees, and otherwise subjected PLAINTIFFS to adverse  
8 employment actions because of sex, gender and/or age.

9            130. By the aforesaid acts and omission of defendants, and each of them,  
10 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
11 limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other  
12 pecuniary loss not presently ascertained.

13            131. As a further direct and legal result of the acts and conduct of defendants,  
14 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
15 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
16 discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is  
17 presently unknown to PLAINTIFFS. PLAINTIFFS do not know at this time the exact duration  
18 or permanence of said injuries, but are informed and believe, and thereon allege, that some, if not  
19 all, of the injuries are reasonably certain to be permanent in character.

20            132. PLAINTIFFS are informed and believe, and thereon allege, that the  
21 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
22 and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable  
23 conduct, and acted with willful and conscious disregard of the rights, welfare and safety of  
24 PLAINTIFFS thereby justifying the award of punitive and exemplary damages in an amount to  
25 be determined at trial.

26            133. As a result of defendants' discriminatory acts as alleged herein,  
27 PLAINTIFFS are entitled to reasonable attorneys' fees and costs of said suit as provided by  
28 Government Code § 12965(b).

**SECOND CAUSE OF ACTION**

**RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**

(Cal. Gov't Code § 12940(h))

(Against all Defendants Except KATHERINE LO)

134. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through 133, as though set forth in full.

135. As alleged herein and in violation of California Government Code Section 12940(h), defendants, and each of them, retaliated against, discharged and otherwise discriminated against PLAINTIFFS because they reported, complained about, and otherwise opposed practices forbidden, or which they reasonably suspected to be forbidden, by Sections 12940, *et seq.*, of the California Government Code, and because defendants feared or suspected PLAINTIFFS might report and complain about additional such information.

136. By the aforesaid acts and omissions of defendants, and each of them, PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss not presently ascertained.

137. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and extent of said injuries is presently unknown to PLAINTIFFS. PLAINTIFFS do not know at this time the exact duration or permanence of said injuries, but are informed and believe, and thereon allege, that some, if not all, of the injuries are reasonably certain to be permanent in character.

138. PLAINTIFFS are informed and believe, and thereon allege that the defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of the rights, welfare and

1 safety of PLAINTIFFS, thereby justifying the award of punitive and exemplary damage in an  
2 amount to be determined at trial.

3 139. As a result of defendants' acts and conduct, as alleged herein,  
4 PLAINTIFFS are entitled to reasonable attorneys' fees and costs of suit as provided in Section  
5 12965(b) of the California Government Code.

6  
7 **THIRD CAUSE OF ACTION**

8 **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTION 1102.5**

9 (Cal. Lab. Code § 1102.5)

10 (Against All Defendants Except KATHERINE LO)

11 140. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
12 139, as though set forth in full.

13 141. As alleged herein and in violation of California Labor Code Section  
14 1102.5, PLAINTIFFS had reasonable cause to believe that defendants, and each of them, were in  
15 violation of and/or non-compliance with federal, state, and local laws and regulations  
16 prohibiting, among other things, workplace harassment, discrimination, and retaliation,  
17 prohibiting unsafe or unhealthful working conditions, and prohibiting the possession, furnishing,  
18 giving away, administering LSD and other controlled substances, including, without limitation,  
19 Sections 12940, *et seq.*, of the California Government Code; Sections 6300, *et seq.*, of the  
20 California Labor Code; Section 6403, *et seq.*, of the California Labor Code; Section 11000, *et*  
21 *seq.*, of the California Health and Safety Code ("Uniform Controlled Substances Act); the federal  
22 Controlled Substances Act, 21 U.S.C. ch. 13, Section 801, *et seq.*; Article I, Sections and 1 and 8  
23 of the California Constitution; Sections 51, *et seq.*, of the California Civil Code; and various  
24 other California and federal statutes, regulations and codes.

25 142. As alleged herein, PLAINTIFFS complained about, raised concerns and  
26 otherwise disclosed information about said violations and non-compliance, and refused to  
27 participate or engage in unlawful activities. They also engaged in concerted efforts to disclose  
28 additional such information and details.



1           143. As alleged herein and in violation of Sections 1102.5, *et seq.*, of the  
2 California Labor Code, defendants discriminated against, retaliated against, terminated and  
3 otherwise took adverse employment actions against PLAINTIFFS because they complained  
4 about and disclosed said information, because defendants feared they might disclose additional  
5 information pertaining thereto, and because they refused to participate or engage in unlawful  
6 activities.

7           144. By the aforesaid acts and omissions of defendants, and each of them,  
8 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
9 limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount  
10 not presently ascertained, but to be proven at trial.

11           145. As a further direct and legal result of the acts and conduct of defendants,  
12 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
13 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
14 shock, pain, discomfort and anxiety. PLAINTIFFS do not know at this time the exact duration  
15 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
16 all of the injuries are reasonably certain to be permanent in character.

17           146. PLAINTIFFS are informed and believe, and thereon allege that the  
18 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
19 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and  
20 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and  
21 safety of PLAINTIFFS, thereby justifying the award of punitive and exemplary damage in an  
22 amount to be determined at trial.

23           147. The aforesaid acts and omissions of defendants, and each of them justify  
24 the imposition of any and all civil penalties pursuant to Section 1102.5(f) of the California Labor  
25 Code.

26           148. As a result of defendants' acts and conduct, as alleged herein,  
27 PLAINTIFFS are entitled to reasonable attorneys' fees and costs of suit as provided in Section  
28 1102.5(j) of the California Labor Code.

1 **FOURTH CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 6310**  
3 **AND 6311**

4 (Cal. Labor Code § 6310, 6311)

5 (Against All Defendants Except KATHERINE LO)

6 149. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
7 148, as though set forth in full.

8 150. As alleged herein and in violation of Sections 6310 and 6311 of the  
9 California Labor Code, defendants, and each of them, retaliated against, discharged and  
10 otherwise discriminated against PLAINTIFFS because they complained (or because defendants  
11 feared that they were going to complain) about unsafe working conditions and/or unsafe  
12 workplace, because they refused to participate in activities that created unsafe working  
13 conditions and/or an unsafe workplace, because they refused to engage in activities at a work  
14 retreat that created an actual or apparent hazard to themselves and/or others, and/or because they  
15 otherwise asserted (or because defendants feared they were going to assert) the right to  
16 workplace safety on their own behalf and/or on behalf of others.

17 151. PLAINTIFFS are informed and believe, and thereon allege, that  
18 defendants have failed to take any corrective action to ensure that the unsafe working conditions  
19 were corrected and/or that they would not occur again in the future.

20 152. By the aforesaid acts and omission of defendants, and each of them,  
21 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
22 limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other  
23 pecuniary loss not presently ascertained.

24 153. As a further direct and legal result of the acts and conduct of defendant,  
25 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
26 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
27 shock, pain, discomfort and anxiety. PLAINTIFFS do not know at this time the exact duration  
28

1 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
2 all of the injuries are reasonably certain to be permanent in character.

3 154. PLAINTIFFS are informed and believe, and thereon allege, that the  
4 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
5 and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable  
6 conduct, and acted with willful and conscious disregard of the rights, welfare and safety of  
7 PLAINTIFFS thereby justifying the award of punitive and exemplary damages in an amount to  
8 be determined at trial.

9 155. As a result of defendants' acts and conduct, as alleged herein,  
10 PLAINTIFFS are entitled to reasonable attorneys' fees and costs of suit as provided in Section  
11 1021.5 of the California Civil Procedure Code.

12  
13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO TAKE ALL REASONABLE STEPS**  
15 **TO PREVENT DISCRIMINATION AND HARASSMENT**

16 (Cal. Gov't Code § 12940(k))

17 (Against All Defendants Except KATHERINE LO)

18 156. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
19 155, as though set forth in full.

20 157. As alleged herein and in violation of California Government Code Section  
21 12940(k), defendants, and each of them, failed to take all reasonable steps necessary to prevent  
22 discrimination and harassment from occurring.

23 158. By the aforesaid acts and omissions of defendants, and each of them,  
24 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
25 limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other  
26 pecuniary loss not presently ascertained.

27 159. As a further direct and legal result of the acts and conduct of defendants,  
28 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to

1 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
2 discomfort, anxiety and related symptoms. The exact nature and extent of said injuries is  
3 presently unknown to PLAINTIFFS. PLAINTIFFS do not know at this time the exact duration  
4 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
5 all of the injuries are reasonably certain to be permanent in character.

6 160. PLAINTIFFS are informed and believe, and thereon allege, that the  
7 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
8 and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable  
9 conduct, and acted with willful and conscious disregard of the rights, welfare and safety of  
10 PLAINTIFFS thereby justifying the award of punitive and exemplary damages in an amount to  
11 be determined at trial.

12 161. As a result of defendants' acts and conduct, as alleged herein,  
13 PLAINTIFFS are entitled to reasonable attorneys' fees and costs of suit as provided in Section  
14 12965(b) of the California Government Code.

15  
16 **SIXTH CAUSE OF ACTION**

17 **FRAUD AND DECEIT**

18 (California Civ. Code §§ 1572, 1709, 1710)

19 (Against All Defendants)

20 162. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
21 161, as though set forth in full.

22 163. As set forth herein, defendants made representations, promises and  
23 material omissions to PLAINTIFFS, including, among other things, the following:

24 A. That defendant KATHERINE LO resided and would continue to  
25 reside in Los Angeles, California.

26 B. That PLAINTIFFS' jobs at the Company would involve working  
27 with defendant KATHERINE LO in person on a daily basis in Los Angeles, California.

28 C. That PLAINTIFFS would be Vice Presidents.

1 D. That PLAINTIFFS would have authority and responsibilities  
2 commensurate with their Vice President positions.

3 E. That PLAINTIFFS would oversee an approximately \$3,800,000  
4 budget.

5 164. In addition, defendants intentionally concealed and failed to disclose  
6 material facts from PLAINTIFFS, including, without limitation, the following: that defendant  
7 KATHERINE LO was moving to Washington, D.C. indefinitely, had made arrangements to stay  
8 there on an extended basis, that she would not work with PLAINTIFFS in person in Los Angeles  
9 on a daily basis, that PLAINTIFFS would not be Vice Presidents, that PLAINTIFFS would not  
10 have the authority and responsibilities commensurate with Vice President positions, and would  
11 not oversee a nearly \$4,000,000 budget.

12 165. The representation and promises made by defendants were false.

13 166. At the time defendants made the aforementioned false representation and  
14 promises, they knew that their representations and promises were false, made them without  
15 belief in their veracity, without intention of fulfilling them and/or with reckless disregard as to  
16 their truth.

17 167. Defendants made these false representations, promises and omissions, and  
18 otherwise concealed material facts, with the intent to induce PLAINTIFFS to accept  
19 employment, to forego other opportunities, and, in the case of MS. WOLFF, to induce her to  
20 relocate from London, England to Los Angeles, California.

21 168. PLAINTIFFS believed that defendants' representation and promises were  
22 true and was unaware that they were, in fact, false.

23 169. PLAINTIFFS were induced to rely, and did rely, on defendants' false  
24 representation, promises, and material omissions to their detriment. PLAINTIFFS' reliance was  
25 reasonable under the circumstances, as defendants had concealed the true facts from them, and  
26 proof of their contrary intention was unavailable to them.

27 170. By the aforesaid acts and omissions of defendants, and each of them,  
28 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not

1 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
2 of suit and other pecuniary loss not presently ascertained.

3 171. As a further direct and legal result of the acts and conduct of defendants,  
4 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
5 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
6 discomfort, anxiety and related symptoms. The exact nature and extent of said injuries is  
7 presently unknown to PLAINTIFFS. PLAINTIFFS do not know at this time the exact duration  
8 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
9 all of the injuries are reasonably certain to be permanent in character.

10 172. PLAINTIFFS are informed and believe, and thereon allege, that the  
11 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
12 and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable  
13 conduct, and acted with willful and conscious disregard of the rights, welfare and safety of  
14 PLAINTIFFS thereby justifying the award of punitive and exemplary damages in an amount to  
15 be determined at trial.

16  
17 **SEVENTH CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 970**

19 (By Plaintiff Ms. Wolff, Only, Against All Defendants)

20 173. PLAINTIFF MS. WOLFF realleges and incorporates by reference  
21 paragraphs 1 through 172, as though set forth in full.

22 174. As alleged herein, defendants made the aforementioned false  
23 representations to, and concealed material facts from, MS. WOLFF regarding the kind, character  
24 and/or existence of MS. WOLFF's work.

25 175. As a result of their false representations, defendants directly and/or  
26 indirectly influenced, persuaded or engaged MS. WOLFF to change from one place outside  
27 California to another within California, namely, from London, England, United Kingdom to Los  
28 Angeles, California.

1           176. By the aforesaid acts and omissions of defendants, and each of them, MS.  
2 WOLFF has been directly and legally caused to suffer actual damages including, but not limited  
3 to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs of suit  
4 and other pecuniary loss not presently ascertained.

5           177. As a further direct and legal result of the acts and conduct of defendants,  
6 and each of them, as aforesaid, MS. WOLFF has been caused to and did suffer and continues to  
7 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
8 discomfort, anxiety and related symptoms. The exact nature and extent of said injuries is  
9 presently unknown to MS. WOLFF. MS. WOLFF does not know at this time the exact duration  
10 or permanence of said injuries, but is informed and believes, and thereon alleges, that some if not  
11 all of the injuries are reasonably certain to be permanent in character.

12           178. MS. WOLFF is informed and believes, and thereon alleges, that the  
13 defendants, and each them, by engaging in the aforementioned acts and/or in authorizing and/or  
14 ratifying such acts, engaged in wilful, malicious, fraudulent, intentional, oppressive and  
15 despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
16 safety of MS. WOLFF, thereby justifying the award of punitive and exemplary damages in an  
17 amount to be determined at trial.

18           179. Pursuant to Section 972 of the California Labor Code, MS. WOLFF is  
19 entitled to double damages.

20  
21   **EIGHTH CAUSE OF ACTION**

22   **NEGLIGENT MISREPRESENTATION**

23   (Against All Defendants)

24           180. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
25 179, as though set forth in full.

26           181. The foregoing representation, omissions, and/or promises were made by  
27 defendants without any reasonable basis for believing them to be true and/or with no reasonable  
28 belief or intention of performing.

1 182. By the aforesaid acts and omissions of defendants, and each of them,  
2 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
3 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
4 of suit and other pecuniary loss not presently ascertained.

5 183. As a further direct and legal result of the acts and conduct of defendants,  
6 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
7 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,  
8 discomfort, anxiety and related symptoms. The exact nature and extent of said injuries is  
9 presently unknown to PLAINTIFFS. PLAINTIFFS do not know at this time the exact duration  
10 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
11 all of the injuries are reasonably certain to be permanent in character.

12  
13 **NINTH CAUSE OF ACTION**

14 **PROMISSORY ESTOPPEL**

15 (Against All Defendants)

16 184. PLAINTIFF realleges and incorporates by reference paragraphs 1 through  
17 183, as though set forth in full.

18 185. Defendants made numerous promises to PLAINTIFFS, including, without  
19 limitation, those alleged herein.

20 186. These promises were false. Defendants made these promises with the  
21 intention of inducing PLAINTIFFS to act.

22 187. PLAINTIFFS detrimentally relied on these promises by, among other  
23 things: (1) by accepting employment with the Company; (2) by foregoing other opportunities;  
24 and (3), in the case of MS. WOLFF, by relocating from London, England, United Kingdom to  
25 Los Angeles, California.

26 188. As a consequence of the foregoing, defendants should be estopped from  
27 denying the promises alleged.



1 189. By the aforesaid acts and omissions of defendants, and each of them,  
2 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
3 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
4 of suit and other pecuniary loss not presently ascertained.

5 **TENTH CAUSE OF ACTION**

6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

7 (Against All Defendants)

8 190. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
9 189, as though set forth in full.

10 191. As set forth herein, defendants, and each of them, wrongfully terminated  
11 PLAINTIFFS' employment in violation of various fundamental public policies of the United  
12 States and the State of California. These fundamental public policies are embodied in, *inter alia*,  
13 the following California and federal statutes and codes: Sections 12940, *et seq.*, of the California  
14 Government Code; Sections 6300, *et seq.*, of the California Labor Code; Section 6403, *et seq.*, of  
15 the California Labor Code; Sections 11000, *et seq.*, of the California Health and Safety Code  
16 ("Uniform Controlled Substances Act"); the federal Controlled Substances Act, 21 U.S.C. ch. 13,  
17 Section 801, *et seq.*; Article I, Section 8 of the California Constitution; Sections 51, *et seq.*, of  
18 the California Civil Code; Section 970 of the California Labor Code; Sections 1572, 1709, and  
19 1710 of the California Civil Code; and various other California and federal statutes, regulations  
20 and codes.

21 192. By the aforesaid acts and omissions of defendants, and each of them,  
22 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
23 limited to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount  
24 not presently ascertained, but to be proven at trial.

25 193. As a further direct and legal result of the acts and conduct of defendants,  
26 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
27 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
28 shock, pain, discomfort and anxiety. PLAINTIFFS do not know at this time the exact duration

1 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
2 all the injuries are reasonably certain to be permanent in character.

3 194. PLAINTIFFS are informed and believe and thereon alleges that the  
4 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
5 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and  
6 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and  
7 safety of PLAINTIFFS, thereby justifying the award of punitive and exemplary damages in an  
8 amount to be ascertained at trial.

9 195. As a result of defendants' conduct as alleged herein, PLAINTIFFS are  
10 entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the  
11 California Civil Procedure Code.

12  
13 **ELEVENTH CAUSE OF ACTION**

14 **REQUIRING EXECUTION OF RELEASE OF CLAIM OR RIGHT ON**  
15 **ACCOUNT OF WAGES DUE**

16 (Cal. Lab. Code §206.5)

17 (Against All Defendants Except KATHERINE LO)

18 196. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
19 195, as though set forth in full.

20 197. Section 206.5 of the California Labor Code states, "An employer shall not  
21 require the execution of a release of a claim or right on account of wages due, or to become due,  
22 or made as an advance on wages to be earned, unless payment of those wages has been made."

23 198. As alleged herein and in violation of Section 206.5 of the California Labor  
24 Code, defendants, and each of them, required PLAINTIFFS to execute releases of claims or  
25 rights in order to obtain the earned wages to which they were entitled.

26 199. As a result of defendants' willful failure to pay their wages as alleged  
27 herein, PLAINTIFFS are entitled to an additional waiting time penalty in an amount equal to  
28 thirty days of their regular rate of pay, as provided in Section 203 of the California Labor Code.

1           200.    As a result of defendants’ failure to pay their wages/fringe benefits as  
2 alleged herein, PLAINTIFFS are entitled to interest on their unpaid wages from the date they  
3 were due as provided in Section 218.6 of the California Labor Code.

4           201.    As a result of defendants’ failure to pay their wages/fringe benefits as  
5 alleged herein, PLAINTIFFS are entitled to reasonable attorneys’ fees and costs of suit, as  
6 provided in Section 218.5 of the California Labor Code.

7  
8                               **TWELFTH CAUSE OF ACTION**  
9                               **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

10                              (Against all Defendants)

11           202.    PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
12 201, as though set forth in full.

13           203.    Defendants’ conduct as described above was extreme and outrageous and  
14 was done with the intent of causing PLAINTIFFS to suffer emotional distress and/or with  
15 reckless disregard as to whether PLAINTIFFS would suffer emotional distress.

16           204.    By the aforesaid acts and omissions of defendants, as aforesaid,  
17 PLAINTIFFS have been caused to and did suffer and continue to suffer severe emotional and  
18 mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety.  
19 PLAINTIFFS do not know of this time the exact duration or permanence of said injuries, but it  
20 informed and believes and thereon alleges that some if not all of the injuries are reasonably  
21 certain to be permanent in character.

22           205.    PLAINTIFFS are informed and believe and thereon alleges that the  
23 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
24 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and  
25 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and  
26 safety of PLAINTIFFS, thereby justifying the award of punitive and exemplary damages in an  
27 amount to be determined at trial.

1 **THIRTEENTH CAUSE OF ACTION**

2 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

3 (Against All Defendants)

4 206. PLAINTIFFS reallege and incorporate by reference paragraphs 1 through  
5 205, as though set forth in full.

6 207. In the alternative, defendants breached their duty of care owed to  
7 PLAINTIFFS to protect them from foreseeable harm. Defendants' conduct, as alleged above,  
8 was done in a careless or negligent manner, without consideration for the effect of such conduct  
9 upon PLAINTIFFS' emotional well-being.

10 208. By the aforesaid acts and omissions of defendants, and each of them,  
11 PLAINTIFFS have been directly and legally caused to suffer actual damages including, but not  
12 limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other  
13 pecuniary loss not presently ascertained.

14 209. As a further direct and legal result of the acts and conduct of defendants,  
15 and each of them, as aforesaid, PLAINTIFFS have been caused to and did suffer and continue to  
16 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
17 shock, pain, discomfort and anxiety. PLAINTIFFS do not know at this time the exact duration  
18 or permanence of said injuries, but are informed and believe, and thereon allege, that some if not  
19 all the injuries are reasonably certain to be permanent in character.

20  
21 **PRAYER FOR RELIEF**

22 **WHEREFORE, PLAINTIFFS ZOË WOLFF and ALEXANDRA JOHNES**  
23 pray for judgment against defendants as follows:

- 24 1. General damages in an amount to be proved at trial;  
25 2. Special damages in an amount to be proved at trial;  
26 3. Reliance damages;  
27 4. Double Damages for Violation of Section 970 of the California Labor Code;  
28 5. Punitive damages in an amount appropriate to punish defendants and to make an

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example of defendants to the community;

- 6. Penalties;
- 7. Attorneys' fees;
- 8. Costs of suit;
- 9. Interest;
- 10. For such other relief as the Court deems proper.

Date: March 5, 2021

HELMER FRIEDMAN LLP

By: \_\_\_\_\_  
Gregory D. Helmer, P.C.  
Attorneys for Plaintiffs ZOË WOLFF and  
ALEXANDRA JOHNES

**PLAINTIFFS' DEMAND FOR JURY TRIAL**

Plaintiffs, ZOË WOLFF and ALEXANDRA JOHNES, hereby demand a trial by jury.

Date: March 5, 2021

HELMER FRIEDMAN LLP

By: \_\_\_\_\_  
Gregory D. Helmer, P.C.  
Attorneys for Plaintiffs ZOË WOLFF and  
ALEXANDRA JOHNES

# **EXHIBIT A**

**HELMER FRIEDMAN LLP**

A Limited Liability Partnership of Professional Corporations

9301 Wilshire Blvd., Suite 609  
Beverly Hills, California 90210

310 396 7714 - Voice

310 396 9215 - Fax

Writer: **Sarah Spiegelman, Esq.**

Writer's E-mail: [sspiegelman@helmerfriedman.com](mailto:sspiegelman@helmerfriedman.com)

Website: [www.helmerfriedman.com](http://www.helmerfriedman.com)

August 24, 2020

**VIA ELECTRONIC MAIL [lbaddon@mwe.com]**

Laurie Baddon  
McDermott Will & Emery LLP  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067-3206

Re: *Alexandra Wallen Johnes v. Pacific Eaton International Corporation, et al.*

Subj.: Tolling Agreement

Dear Laurie:

In order to preserve the *status quo* while the parties attempt to determine whether they can reach a resolution of Ms. Wallen Johnes's claims, we propose that the parties agree to enter into a Tolling Agreement, the terms and provisions of which are as follows:

Beginning on February 05, 2020 (the date we sent our letter of representation and demand for preservation of evidence to Pacific Eaton International Corporation, *et al.*), any and all statutes of limitations, periods to exhaust administrative remedies, and other applicable time periods relating to any and all of Ms. Wallen Johnes' CLAIMS (the term "CLAIMS" is specifically defined below) against the DEFENDANTS (the term "DEFENDANTS" is specifically defined below) are hereby tolled, and will not run during the TOLLING PERIOD (the term "TOLLING PERIOD" is specifically defined below). Further, any and all defenses that DEFENDANTS could make to Ms. Wallen Johnes CLAIMS are also hereby tolled during the TOLLING PERIOD.



**HELMER FRIEDMAN LLP**

Laurie Baddon, Esq.

McDermott Will &amp; Emery

Re: *Alexandra Wallen Johnes v. Pacific Eaton International Corporation, et al.*Subj.: *Tolling Agreement*

August 24, 2020

Page 2 of 4

The term “CLAIMS” is meant to be interpreted as broadly as possible and includes on behalf of Ms. Wallen Johnes (in both her individual and representative capacity), without any limitation whatsoever, any and all claims and causes of action for violation of any and all federal, state, city, and local constitutions, statutes, regulations, ordinances, and common laws including, without limitation, laws regarding retaliation, harassment, and/or discrimination (including, without any limitation whatsoever, the California Fair Employment and Housing Act, California Government Code Sections 12940, *et seq.*); federal equal employment opportunity laws including, without limitation, Title VII of the Civil Rights Act of 1964; violations of the California Labor Code; wrongful termination in violation of public policy; breach of contract; breach of the covenant of good faith and fair dealing; breach of implied contract; fraud & deceit; negligent misrepresentation; equitable estoppel; invasion of privacy; defamation, libel, slander; unfair business acts and practices; whistleblowing laws (including, without any limitation whatsoever, California Labor Code Sections 1102.5 and 6310); violations of the California Family Rights Act, California Government Code Sections 12945.2, *et seq.*; and infliction of emotional distress.

Likewise, the term “CLAIMS” also includes any claims that DEFENDANTS could bring against Ms. Wallen Johnes.

The term “DEFENDANTS” includes: Pacific Eaton International Corporation, Pacific Eaton Holdings Limited, Langham Hospitality Group, Langham Hotels Pacific Corporation, Pacific Eagle Holdings Corporation, and any other related entity that employed Ms. Wallen Johnes and each of their parent companies, sister companies, subsidiary companies, affiliated companies, and related companies.

The “TOLLING PERIOD” shall commence on February 05, 2020 and shall terminate thirty (30) days following the written notification by any party that he/she/or it desires to terminate this tolling agreement. It is the understanding of the parties that Ms. Wallen Johnes’ CLAIMS will be extended (and not be barred by any statute of limitations, failure to exhaust administrative remedies, defense of laches, or similar legal doctrine or defense) during this TOLLING PERIOD. Such written notification shall be sent by electronic mail *and* First-Class U.S. mail as follows:

**HELMER FRIEDMAN LLP**

---

Laurie Baddon, Esq.

McDermott Will &amp; Emery

Re: *Alexandra Wallen Johnes v. Pacific Eaton International Corporation, et al.*Subj.: *Tolling Agreement*

August 24, 2020

Page 3 of 4

For Ms. Wallen Johnes:

Sarah Spiegelman, Esq.

Helmer Friedman LLP

9301 Wilshire Blvd.

Suite 609

Beverly Hills, California 90210

sspiegelman@helmerfriedman.com

For DEFENDANTS:

Laurie Baddon

McDermott Will &amp; Emery LLP

2049 Century Park East, Suite 3200

Los Angeles, CA 90067-3206

lbaddon@mwe.com

This agreement to toll does not revive any claims that may have been time-barred prior to February 05, 2020, and, in agreeing to the tolling, DEFENDANTS do not waive any non-time-bar-based defenses.

A signed copy or reproduction of this tolling agreement (including copies or reproductions transmitted via email or facsimile) shall, in all respects, have the same force and effect as the original.

If the foregoing is acceptable, please sign and date this document in the space provided below, and return a copy to my office.

Of course, by signing this agreement, you expressly represent that you are authorized by the DEFENDANTS (specifically defined above) to enter into this agreement on his, her, its, and/or their behalf.

If you have any questions, please do not hesitate to contact me.

**HELMER FRIEDMAN LLP**

Laurie Baddon, Esq.

McDermott Will & Emery

Re: *Alexandra Wallen Johnes v. Pacific Eaton International Corporation, et al.*

Subj.: *Tolling Agreement*

August 24, 2020

Page 4 of 4

HELMER FRIEDMAN LLP

Sarah Spiegelman

HELMER FRIEDMAN LLP

on behalf of Alexandra Wallen Johnes

Date: \_\_\_\_\_



Laurie Baddon, Esq. on behalf of DEFENDANTS

**HELMER FRIEDMAN LLP**

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Website: [www.helmerfriedman.com](http://www.helmerfriedman.com)

August 24, 2020

**VIA ELECTRONIC MAIL [lbaddon@mwe.com]**

Laurie Baddon  
McDermott Will & Emery LLP  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067-3206

Re: *Zoë Wolff v. Pacific Eaton International Corporation, et al.*

Subj.: Tolling Agreement

Dear Laurie:

In order to preserve the *status quo* while the parties attempt to determine whether they can reach a resolution of Ms. Wolff's claims, we propose that the parties agree to enter into a Tolling Agreement, the terms and provisions of which are as follows:

Beginning on February 05, 2020 (the date we sent our letter of representation and demand for preservation of evidence to Pacific Eaton International Corporation, *et al.*), any and all statutes of limitations, periods to exhaust administrative remedies, and other applicable time periods relating to any and all of Ms. Wolff's CLAIMS (the term "CLAIMS" is specifically defined below) against the DEFENDANTS (the term "DEFENDANTS" is specifically defined below) are hereby tolled, and will not run during the TOLLING PERIOD (the term "TOLLING PERIOD" is specifically defined below). Further, any and all defenses that DEFENDANTS could make to Ms. Wolff's CLAIMS are also hereby tolled during the TOLLING PERIOD.

**HELMER FRIEDMAN** LLP

Laurie Baddon, Esq.

McDermott Will &amp; Emery

Re: *Zoë Wolff v. Pacific Eaton International Corporation, et al.*Subj.: *Tolling Agreement*

August 24, 2020

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The term “CLAIMS” is meant to be interpreted as broadly as possible and includes on behalf of Ms. Wolff (in both her individual and representative capacity), without any limitation whatsoever, any and all claims and causes of action for violation of any and all federal, state, city, and local constitutions, statutes, regulations, ordinances, and common laws including, without limitation, laws regarding retaliation, harassment, and/or discrimination (including, without any limitation whatsoever, the California Fair Employment and Housing Act, California Government Code Sections 12940, *et seq.*); federal equal employment opportunity laws including, without limitation, Title VII of the Civil Rights Act of 1964; violations of the California Labor Code; wrongful termination in violation of public policy; breach of contract; breach of the covenant of good faith and fair dealing; breach of implied contract; fraud & deceit; negligent misrepresentation; equitable estoppel; invasion of privacy; defamation, libel, slander; unfair business acts and practices; whistleblowing laws (including, without any limitation whatsoever, California Labor Code Sections 1102.5 and 6310); violations of the California Family Rights Act, California Government Code Sections 12945.2, *et seq.*; and infliction of emotional distress.

Likewise, the term “CLAIMS” also includes any claims that DEFENDANTS could bring against Ms. Wolff.

The term “DEFENDANTS” includes: Pacific Eaton International Corporation, Pacific Eaton Holdings Limited, Langham Hospitality Group, Langham Hotels Pacific Corporation, Pacific Eagle Holdings Corporation, and any other related entity that employed Ms. Wolff and each of their parent companies, sister companies, subsidiary companies, affiliated companies, and related companies.

The “TOLLING PERIOD” shall commence on February 05, 2020 and shall terminate thirty (30) days following the written notification by any party that he/she/or it desires to terminate this tolling agreement. It is the understanding of the parties that Ms. Wolff’s CLAIMS will be extended (and not be barred by any statute of limitations, failure to exhaust administrative remedies, defense of laches, or similar legal doctrine or defense) during this TOLLING PERIOD. Such written notification shall be sent by electronic mail *and* First-Class U.S. mail as follows:

**HELMER FRIEDMAN** LLP

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Laurie Baddon, Esq.  
McDermott Will & Emery  
Re: *Zoë Wolff v. Pacific Eaton International Corporation, et al.*  
Subj.: *Tolling Agreement*  
August 24, 2020  
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For Ms. Wolff:

Sarah Spiegelman, Esq.  
Helmer Friedman LLP  
9301 Wilshire Blvd.  
Suite 609  
Beverly Hills, California 90210  
sspiegelman@helmerfriedman.com

For DEFENDANTS:

Laurie Baddon  
McDermott Will & Emery LLP  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067-3206  
lbaddon@mwe.com

This agreement to toll does not revive any claims that may have been time-barred prior to February 05, 2020, and, in agreeing to the tolling, DEFENDANTS do not waive any non-time-bar-based defenses.

A signed copy or reproduction of this tolling agreement (including copies or reproductions transmitted via email or facsimile) shall, in all respects, have the same force and effect as the original.

If the foregoing is acceptable, please sign and date this document in the space provided below, and return a copy to my office.

Of course, by signing this agreement, you expressly represent that you are authorized by the DEFENDANTS (specifically defined above) to enter into this agreement on his, her, its, and/or their behalf.

If you have any questions, please do not hesitate to contact me.

**HELMER FRIEDMAN** LLP

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Laurie Baddon, Esq.

McDermott Will & Emery

Re: *Zoë Wolff v. Pacific Eaton International Corporation, et al.*

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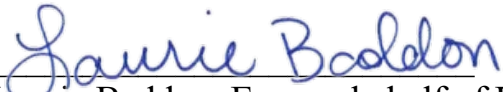
HELMER FRIEDMAN LLP

Sarah Spiegelman

HELMER FRIEDMAN LLP

on behalf of Zoë Wolff

Date: \_\_\_\_\_



Laurie Baddon, Esq. on behalf of DEFENDANTS