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9 **and STARLIKE ENTERPRISES, INC.**

AG 037
90017
FILED
Los Angeles Superior Court

APR 05 2010

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
DOROTHY SWAIN

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**
12 **BC435248**

13 **NICOLLETTE SHERIDAN, an individual;**
14 **STARLIKE ENTERPRISES, INC., a**
15 **California corporation,**

16 **Plaintiff,**

17 **v.**

18 **MARC CHERRY, an individual;**
19 **TOUCHSTONE TELEVISION**
20 **PRODUCTIONS, LLC, a Delaware limited**
21 **liability company; ABC STUDIOS, an entity of**
22 **unknown form; ABC ENTERTAINMENT**
23 **GROUP, an entity of unknown form, and**
24 **DOES 1 through 10, inclusive,**

25 **Defendants.**

CASE NO. _____

COMPLAINT FOR DAMAGES CAUSED
BY:

- 26 (1) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 27 (2) **ASSAULT AND BATTERY;**
- 28 (3) **GENDER VIOLENCE;**
- (4) **DISCRIMINATION BASED ON SEX, SEXUAL ORIENTATION AND AGE;**
- (5) **RETALIATORY TERMINATION;**
- (6) **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; AND**
- (7) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

JURY TRIAL DEMANDED

CIT/CASE: BROCENSA LEA/RETR
RECEIPT BY CHILLS/RETR
DATE PAID 04/05/10 04:13:46 PM
PAYMENT: \$355.00
0310

Case assigned to Judge
ORIGINAL

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1 For their Complaint, Plaintiffs Nicollette Sheridan ("Sheridan") and Starlike Enterprises,
2 Inc. ("Starlike") (collectively as "Plaintiffs") allege as follows:

3
4 **INTRODUCTION**

5 1. Defendant Marc Cherry ("Cherry") struck Plaintiff Sheridan across the head and
6 face while on the set of the *Desperate Housewives* television series. After she complained to her
7 employer about Cherry's improper behavior, Cherry arranged to have Sheridan terminated from
8 the show, resulting in her losing millions in future earnings. This lawsuit seeks redress for the
9 injuries and damages Sheridan and Starlike sustained as a result of Cherry's unlawful violence and
10 the subsequent and unlawful termination of Sheridan from the *Desperate Housewives* television
11 series.

12
13 **THE PARTIES**

14 2. Plaintiff Sheridan is, and at all times relevant hereto has been, a resident of the
15 County of Los Angeles, State of California.

16 3. Sheridan is an award-winning actress who has appeared on numerous television
17 series and motion pictures. Sheridan is most recently best known for her role as Edie Britt on the
18 hit television series *Desperate Housewives* (the "Show").

19 4. Plaintiff Starlike is, and at all times relevant hereto has been, a corporation
20 organized and existing under the laws of the State of California, doing business in the County of
21 Los Angeles, State of California. Starlike is a loan-out corporation for the acting services of
22 Sheridan.

23 5. Plaintiffs are informed and believe and based thereon allege that Defendant
24 Cherry is, and at all times relevant hereto has been, a resident of the County of Los Angeles,
25 State of California.

26 6. Plaintiffs are informed and believe and based thereon allege that Defendant
27 Touchstone Television Productions, LLC ("Touchstone") is, and at all times relevant hereto
28

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1 has been, a limited liability company organized and existing under the laws of the State of
2 Delaware, doing business in the County of Los Angeles, State of California.

3 7. Plaintiffs are informed and believe and based thereon allege that Touchstone is
4 subject to suit under the California Fair Employment and Housing Act, Government Code
5 § 12900 *et seq.* ("FEHA") because it regularly employs five or more persons.

6 8. Plaintiffs are informed and believe and based thereon allege that Defendant ABC
7 Studios ("ABC Studios") is, and at all times relevant hereto has been, an entity, the form of
8 which is unknown, doing business in the County of Los Angeles, State of California. Plaintiffs
9 are further informed and believe and based thereon allege that ABC Studios is and has been a
10 division of the Disney-ABC Television Group.

11 9. Plaintiffs are informed and believe and based thereon allege that ABC Studios is
12 subject to suit under FEHA because it regularly employs five or more persons.

13 10. Plaintiffs are informed and believe and based thereon allege that in 2007;
14 Touchstone was renamed ABC Studios and that ABC Studios has assumed all of Touchstone's
15 obligations to Plaintiffs.

16 11. Plaintiffs are informed and believe and based thereon allege that Defendant ABC
17 Entertainment Group ("ABC Entertainment") is, and at all times relevant hereto has been, an
18 entity, the form of which is unknown, doing business in the County of Los Angeles, State of
19 California. Plaintiffs are further informed and believe and based thereon allege that ABC
20 Entertainment is and has been a division of the Disney-ABC Television Group.

21 12. Plaintiffs are informed and believe and based thereon allege that ABC
22 Entertainment is subject to suit under FEHA because it regularly employs five or more persons.

23 13. Plaintiffs are informed and believe and based thereon allege that in or about
24 January 2009 ABC Studios was merged into or otherwise became part of ABC Entertainment.

25 14. Touchstone, ABC Studios and ABC Entertainment are collectively referred to
26 herein as "ABC."

27 15. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein
28 as Does 1 through 10, inclusive, and therefore sue said Defendants by such fictitious names.

1 Plaintiffs will amend this Complaint to allege the true names and capacities of such fictitiously
2 named Defendants when the same have been ascertained. Plaintiffs are informed and believe and
3 based thereon allege that each of the fictitiously named defendants is responsible in some manner
4 for the occurrences, act and omissions alleged herein and that Plaintiffs' damages were
5 proximately caused by their conduct. For convenience, each reference to a named Defendant
6 herein shall also refer to the Doc Defendants and each of them.

7
8 **STARLIKE'S CONTRACT FOR THE SERVICES OF SHERIDAN**

9 16. Cherry created the Show. The Show premiered in the fall of 2004, and it was an
10 instant hit. The Show's success catapulted Cherry to a powerful position in the entertainment
11 industry.

12 17. Sheridan was engaged to render acting services on the Show pursuant to a written
13 Test Option Agreement between Touchstone and Starlike, for the services of Sheridan, dated
14 May 18, 2004, and an Amendment thereto dated November 8, 2006 (collectively the
15 "Agreement").

16 18. When the Agreement was amended, it was anticipated that each of the regulars on
17 the Show, including Sheridan, would remain on the Show through the terms of their respective
18 agreements.

19 19. Under the Agreement as amended, Starlike was to be compensated for services
20 provided by Sheridan in a set amount for each episode produced each season, with a guaranteed
21 minimum of 13 episodes per season. During the Fifth Contract Year, the per episode
22 compensation was set at \$175,000; during the Sixth Contract Year, the per episode compensation
23 was set at \$200,000; and during the Seventh Contract Year, the per episode compensation rose to
24 \$250,000.

25
26 **CHERRY VIOLENTLY HITS SHERIDAN**

27 20. From the inception of the Show, Cherry created a hostile work environment for
28 the cast, crew and writers who work on the Show, and Sheridan in particular. Cherry has a

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1 reputation for behaving in an extremely abusive and aggressive manner toward the individuals
2 who work on the Show, and is known for regularly demeaning writers and staff in front of others
3 on the Show, including Sheridan.

4 21. During the fifth season of the Show, Cherry's hostility was particularly focused on
5 Sheridan. Cherry consistently behaved in a dismissive, demeaning and unprofessional manner
6 toward Sheridan, not only in front of the other cast and crew on the Show, but before the public
7 at large.

8 22. In July and August 2008, Sheridan made multiple attempts to schedule a private
9 meeting with Cherry in an effort to discuss his negative demeanor toward her and to discuss
10 whether he had a problem with her work. After multiple last-minute cancellations of the
11 scheduled meetings, Cherry finally agreed to meet with Sheridan during the week of August 18,
12 2008. During that meeting, Cherry told Sheridan that he had no problem with her work. Cherry
13 acknowledged that he had behaved in an unprofessional and aggressive manner towards her and
14 apologized. Notwithstanding Cherry's apology, he continued to lash out at Sheridan and to
15 behave in a rude and degrading manner toward her.

16 23. Cherry's hostility and aggression toward Sheridan culminated with Cherry
17 physically assaulting Sheridan on the set of the Show on September 24, 2008.

18 24. On September 24, 2008, during a rehearsal for the Show, when Sheridan
19 questioned Cherry about something that was in the script, Cherry took her aside and forcefully hit
20 her with his hand across her face and head.

21 25. Sheridan was physically and emotionally injured, humiliated and stunned by
22 Cherry's sudden physical violence and stated, "you just hit me in the head, that is not okay.
23 THAT IS NOT OKAY!" Sheridan then left the set and returned to her trailer.

24 26. Subsequently, Cherry acknowledged that he had gone too far and went to
25 Sheridan's trailer in an effort to, as he put it, "beg forgiveness."
26
27
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DEFENDANTS' RETALIATION AND TERMINATION
OF SHERIDAN'S EMPLOYMENT

1
2
3 27. Sheridan immediately reported Cherry's assault of her to ABC.

4 28. Nevertheless, Cherry's abusive and aggressive behavior towards Sheridan not
5 only persisted, it worsened. He continued to behave in a derisive and condescending manner
6 toward Sheridan.

7 29. Cherry had previously made clear his hostility to cast and crew who
8 questioned his authority and reported his abusive behavior to executives at ABC. After an
9 incident where Sheridan's co-star on the Show, Teri Hatcher, went above Cherry's head to speak
10 to ABC executives, Cherry told Sheridan, "I hope Teri Hatcher gets hit by a car and dies."

11 30. In February 2009, Sheridan was informed that her employment on the Show was
12 being terminated and that her character, Edie Britt, was being killed off the Show.

13 31. Based on Cherry's extreme personal animus and violent assault on Sheridan, his
14 past behavior and expressed desire to retaliate against cast and crew who report his misconduct,
15 Sheridan is informed and believes and based thereon alleges that she was fired from the Show in
16 retaliation for reporting Cherry's physical attack on her to ABC.

17 32. Plaintiffs are informed and believe and based thereon allege that as revenge for
18 Sheridan reporting Cherry's unlawful conduct and physical violence toward her to ABC, Cherry
19 requested that ABC terminate Sheridan's contract with ABC so that he could kill her character
20 off the Show.

21 33. The decision to kill off Sheridan's character demonstrates that Cherry and ABC
22 intended to and did retaliate against Sheridan for her complaints about Cherry. Sheridan has
23 been one of the principal lead actresses on the Show since it first debuted in 2004, and her
24 character, Edie Britt, was hugely popular among fans of the Show. Sheridan was always featured
25 in publicity photos with other core members of the cast: Teri Hatcher, Felicity Huffman, Marcia
26 Cross and Eva Longoria. Although certain male characters on the Show have been killed off,
27 none of the lead female characters had ever before been killed off or written out of the Show. It
28

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1 is exceptionally unusual for a popular character to be killed off or written out of a television
2 series unless the actor has requested to be released from his or her contract.

3 34. Sheridan is further informed and believes and based thereon alleges that Cherry
4 informed third parties that he had hoped that Sheridan would be distraught as a result of the
5 termination of her employment on the Show. These statements are further evidence of the
6 outrageous and tortious conduct of Cherry and the fact that his intention in killing Sheridan's
7 character was to punish her for reporting his conduct to ABC and to cause her to suffer severe
8 emotional distress.

9 35. As a result of the wrongful and tortious conduct of Cherry and ABC, Sheridan has
10 sustained damages in excess of \$20,000,000.00.

11 36. Sheridan has filed with the Department of Fair Employment and Housing
12 administrative Complaints against Cherry, Touchstone, ABC Studios and ABC Entertainment
13 Group. The DFEH has issued to Sheridan Right to Sue Letters with respect to each of these
14 defendants. Thus, Sheridan has timely and appropriately exhausted her administrative remedies.

15
16 **FIRST CAUSE OF ACTION**

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

18 (By Sheridan Against Touchstone, ABC Studios, and ABC Entertainment)

19 37. Plaintiffs repeat, allege, adopt and incorporate by reference each and every
20 allegation contained in paragraph 1 through 36, inclusive, of this Complaint as though fully set
21 forth herein.

22 38. It is a public policy of the State of California that employees working within the
23 state have a right to a safe workplace, free of physical violence and credible threats of physical
24 violence. This policy is embodied in a variety of statutes, including without limitation,
25 California Civil Code §§ 51.7, 52.4, California Labor Code §§ 6310, 6400 *et seq.*, and California
26 Code of Civil Procedure § 527.8.

27 39. In September 2008, Sheridan complained to ABC concerning Cherry's violent and
28 unprovoked assault and battery of her.

1 40. By making complaints to ABC concerning Cherry's misconduct, Sheridan was
2 protesting the dangerous conditions on the set of the Show, namely, Cherry's misconduct and
3 violent tendencies. She sought to ensure a safe working environment for herself and the other
4 members of the cast and crew of the Show.

5 41. On or about February 11, 2009, at Cherry's insistence and recommendation, ABC
6 terminated Sheridan's employment by writing her out of the Show and killing her character.

7 42. The decision to terminate Sheridan's employment was made to retaliate against
8 Sheridan for her complaints concerning Cherry's conduct and the unsafe workplace that his
9 behavior created.

10 43. As a direct and proximate result of the aforementioned acts and omissions of
11 ABC, Sheridan has been damaged in the form of lost wages and employment benefits, and severe
12 emotional and physical distress, in an amount in excess of \$20,000,000.00, an exact amount to be
13 proven at the time of trial.

14 44. Plaintiffs are informed and believe and based thereon allege that ABC, in
15 doing the things herein alleged, acted willfully, maliciously, and oppressively with the full
16 knowledge of the adverse effect their actions would have on Sheridan and acted with willful and
17 deliberate disregard of those consequences. As a direct result of the fraudulent, willful, and
18 malicious conduct of ABC, Sheridan is entitled to an award of exemplary and punitive damages
19 against ABC in an amount to be determined at trial.

20 45. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
21 Sheridan has incurred and will continue to incur substantial attorneys' fees and costs in
22 connection with this litigation. Sheridan is entitled to an award of their reasonable attorneys'
23 fees and costs incurred in connection with this litigation pursuant to Paragraph 17(g) of the
24 Standard Terms and Conditions of the Agreement and California Civil Code § 1717.

1 **SECOND CAUSE OF ACTION**

2 **ASSAULT AND BATTERY**

3 **(By Sheridan Against Cherry, Touchstone, ABC, and ABC Entertainment)**

4 46. Plaintiffs repeat, allege, adopt and incorporate by reference each and every
5 allegation contained in paragraph 1 through 45, inclusive, of this Complaint as though fully set
6 forth herein.

7 47. On September 24, 2008, during a rehearsal for the Show, when Sheridan
8 questioned Cherry about the script, Cherry took Sheridan aside and forcefully hit her across her
9 face and head.

10 48. Cherry's conduct caused Sheridan to feel apprehension of imminent physical
11 harm.

12 49. Sheridan did not consent to Cherry's assault and battery of her, nor did she engage
13 in any behavior to incite Cherry or provoke his attack.

14 50. Cherry's attack on Sheridan was willful and unprovoked. In attacking Sheridan,
15 Cherry intended to cause and did cause harmful contact with Sheridan's person.

16 51. ABC ratified Cherry's assault and battery of Sheridan, adopting his conduct as
17 their own by, among other things, failing to discipline Cherry for his assault on Sheridan and,
18 instead, extending his contract for the show for an additional two years.

19 52. As a direct and proximate result of Defendant's willful and malicious conduct,
20 Sheridan has suffered emotional and physical injuries, and has been damaged in an amount
21 subject to proof at the time of trial.

22 53. Sheridan is informed and believes and based thereon alleges that Cherry, in doing
23 the things herein alleged, acted willfully, maliciously, and oppressively with the full knowledge
24 of the adverse effect of his actions on Sheridan and with willful and deliberate disregard of the
25 consequences to Sheridan. As a direct result of the fraudulent, willful, and malicious conduct of
26 Cherry, Sheridan is entitled to an award exemplary and punitive damages against Cherry in an
27 amount to be determined at trial.

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1 54. Sheridan is informed and believes and based thereon alleges that ABC, has
2 ratified, approved, and adopted as its own Cherry's willful, malicious, and oppressive conduct,
3 with the full knowledge of the adverse effect of ABC's actions and Cherry's actions on Sheridan
4 and with willful and deliberate disregard of the consequences to Sheridan. As a direct result of
5 the fraudulent, willful, and malicious conduct of ABC and Cherry, Sheridan is entitled to an
6 award of exemplary and punitive damages against ABC in an amount to be determined at trial.
7

8 **THIRD CAUSE OF ACTION**

9 **GENDER VIOLENCE IN VIOLATION OF CALIFORNIA CIVIL CODE § 52.4**

10 **(By Sheridan Against Cherry)**

11 55. Plaintiffs repeat, allege, adopt and incorporate by reference each and every
12 allegation contained in paragraph 1 through 54, inclusive, of this Complaint as though fully set
13 forth herein.

14 56. On September 24, 2008, during a rehearsal for the Show, when Sheridan
15 questioned Cherry about something that was in the script, Cherry took Sheridan aside and
16 forcefully hit her across her face and head.

17 57. Sheridan did not consent to Cherry touching her in this manner, and Cherry's
18 conduct caused Sheridan to feel apprehension of imminent physical harm.

19 58. Sheridan is informed and believes and based thereon alleges that Cherry attacked
20 her because she is a woman and he is a man.

21 59. Sheridan is informed and believes and based thereon alleges that Cherry intended
22 to cause and did cause harmful contact with Sheridan's person.

23 60. As a direct and proximate result of Cherry's willful and malicious conduct,
24 Sheridan has suffered emotional and physical injuries, and has been damaged in an amount
25 subject to proof at the time of trial.

26 61. Sheridan is informed and believes and based thereon alleges that Cherry, in doing
27 the things herein alleged, acted willfully, maliciously, and oppressively with the full knowledge
28 of the adverse effect of his actions on Sheridan and with willful and deliberate disregard of the

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1 consequences to Sheridan. As a direct result of the fraudulent, willful, and malicious conduct of
2 Cherry, Sheridan is entitled to exemplary and punitive damages against Cherry in an amount to
3 be determined at trial.

4 62. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
5 Sheridan has incurred and will continue to incur substantial attorneys' fees and costs in
6 connection with this litigation. Sheridan entitled to recover these legal fees under California
7 Civil Code § 52.4.

8
9 **FOURTH CAUSE OF ACTION**
10 **UNLAWFUL DISCRIMINATION BASED ON**
11 **SEX, SEXUAL ORIENTATION AND AGE**
12 **(By Sheridan Against All Defendants)**

13 63. Plaintiffs repeat, reallege, adopt and incorporate by reference each and every
14 allegation contained in paragraphs 1 through 62, inclusive, of this Complaint as though fully set
15 forth herein.

16 64. ABC and Cherry engaged in a continuing and unabated course of harassment
17 against Sheridan, including verbal and physical harassment and culminating with her termination
18 from the Show.

19 65. ABC and Cherry harassed Sheridan, discriminated against her, and ultimately
20 terminated her on account of her sex, her sexual orientation, and her age.

21 66. Cherry's treatment of Sheridan, including his physical assault and battery of her,
22 occurred because he is a homosexual man and she is a heterosexual woman.

23 67. At the time of her termination from the Show, Sheridan was 45.

24 68. Following Sheridan's termination from the Show, Cherry made public comments
25 wherein he conceded that Sheridan's role had been terminated because of, among other things,
26 her age stating: "We will find a new kind of sexiness through Wisteria Lane. What I won't do is
27 cast another fortysomething sexy blonde. Nicollette Sheridan performed the ageing
28 neighborhood tramp better than anyone has ever done before."

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1 69. ABC knew or should have known that Defendant Cherry's conduct towards
2 Sheridan because his mistreatment of Sheridan occurred with great frequency on the set of the
3 Show and because Sheridan reported Cherry's mistreatment of her to ABC.

4 70. Despite ABC's knowledge of Cherry's harassment of Sheridan, ABC failed to
5 take immediate and appropriate corrective action to stop the harassment.

6 71. As a direct and proximate result of the harassment and termination of Sheridan
7 alleged herein, including Defendants' failure to take any corrective steps to prevent that
8 harassment, Sheridan has suffered humiliation, mental anguish, and emotional and physical
9 distress.

10 72. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Sheridan has been damaged in the form of lost wages and employment benefits, and
12 severe emotional and physical distress, in an amount in excess of \$20,000,000.00, an exact
13 amount to be proven at the time of trial.

14 73. Plaintiffs are informed and believe and based thereon allege that Defendants, in
15 doing the things herein alleged, acted willfully, maliciously, and oppressively with the full
16 knowledge of the adverse effect of their actions on Sheridan and with willful and deliberate
17 disregard of the consequences to Sheridan. Plaintiffs are further informed and believe and based
18 thereon allege that such actions were authorized, ratified and adopted by the officers, directors
19 and/or managing agents of Defendants. As a direct result of the fraudulent, willful, and
20 malicious conduct of Defendants, Sheridan is entitled to exemplary and punitive damages against
21 Defendants in an amount to be determined at trial.

22 74. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
23 Plaintiffs have incurred and will continue to incur substantial attorneys' fees and costs in
24 connection with this litigation. Sheridan entitled to recover these legal fees under California
25 Govt. Code § 12965(b).

26
27
28

1 **FIFTH CAUSE OF ACTION**

2 **UNLAWFUL RETALIATORY TERMINATION**

3 **(By Sheridan Against All Defendants)**

4 75. Plaintiffs repeat, reallege, adopt and incorporate by reference each and every
5 allegation contained in paragraphs 1 through 74, inclusive, of this Complaint as though fully set
6 forth herein.

7 76. On September 24, 2008, Cherry physically assaulted Sheridan during a rehearsal
8 for the Show by forcefully slapping her across the face and head.

9 77. Immediately following Cherry's vicious physical attack on Sheridan, Sheridan
10 reported the incident to executives at ABC. Sheridan's reporting of the attack constitutes a
11 protected activity under FEHA.

12 78. As a direct and proximate result of Sheridan's engagement in a protected activity,
13 namely reporting to her employer the unlawful violence Sheridan suffered in the workplace at the
14 hands of Cherry, ABC retaliated against Sheridan by terminating her employment on the Show.
15 In February 2009, ABC informed Sheridan that it was terminating her contract to render services
16 on the Show and that Cherry had made the decision to have her character killed off the Show.

17 79. As a direct and proximate result of the aforementioned acts and omissions of
18 Defendants, Sheridan has been damaged in the form of lost wages and employment benefits, and
19 severe emotional and physical distress, in an amount in excess of \$20,000,000.00, an exact
20 amount to be proven at the time of trial.

21 80. Plaintiffs are informed and believe and based thereon allege that Defendants, in
22 doing the things herein alleged, acted willfully, maliciously, and oppressively with the full
23 knowledge of the adverse effect of their actions on Sheridan and with willful and deliberate
24 disregard of the consequences to Sheridan. Plaintiffs are further informed and believe and based
25 thereon allege that such acts were authorized, ratified and adopted by the officers, directors
26 and/or managing agents of Defendants. As a direct result of the fraudulent, willful, and
27 malicious conduct of Defendants, Sheridan is entitled to exemplary and punitive damages against
28 Defendants in an amount to be determined at trial.

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1 81. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
2 Plaintiffs have incurred and will continue to incur substantial attorneys' fees and costs in
3 connection with this litigation. Sheridan entitled to recover these legal fees under California
4 Govt. Code § 12965(b).

5
6 **SIXTH CAUSE OF ACTION**

7 **BREACH OF THE IMPLIED COVENANT**

8 **OF GOOD FAITH AND FAIR DEALING**

9 **(By Sheridan and Starlike Against Touchstone, ABC Studios, and ABC Entertainment)**

10 82. Plaintiffs repeat, allege, adopt and incorporate by reference each and every
11 allegation contained in paragraph 1 through 81, inclusive, of this Complaint as though fully set
12 forth herein.

13 83. The Agreement contains an implied covenant of good faith and fair dealing, which
14 obligated ABC to perform the terms and conditions of the Agreement fairly and in good faith and
15 to refrain from doing any act that would deprive Plaintiffs of the benefits of the Agreement.

16 84. Plaintiffs performed all of the duties and satisfied all of the conditions of the
17 Agreement.

18 85. ABC knew and was aware that Plaintiffs had performed all of the conditions
19 required by their contract.

20 86. ABC breached the implied covenant of good faith and fair dealing contained in
21 the Agreement by terminating the Agreement intentionally, maliciously, and in bad faith to
22 deprive Plaintiffs of the tremendous goodwill and resultant future earnings to which Plaintiffs
23 were entitled as a result of their contributions to the Show, as demonstrated by, among other
24 things, the 2006 Amendment increasing the per episode compensation payable to Plaintiffs.

25 87. As a direct and proximate result of the aforementioned acts and omissions of
26 Defendants, Starlike has been damaged in the form of the loss of future compensation due under
27 the Agreement, an exact amount to be proven at the time of trial.

28

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1 88. As a direct and proximate result of the aforementioned acts and omissions of
2 Defendants, Sheridan has been damaged in the form of lost wages and employment benefits, and
3 severe emotional and physical distress, in an amount in excess of \$20,000,000.00, an exact
4 amount to be proven at the time of trial.

5 89. As a direct and proximate result of the aforesaid wrongful acts of Defendants,
6 Plaintiffs have incurred and will continue to incur substantial attorneys' fees and costs in
7 connection with this litigation. Plaintiffs are entitled to an award of their reasonable attorneys'
8 fees and costs incurred in connection with this litigation pursuant to Paragraph 17(g) of the
9 Standard Terms and Conditions of the Agreement and California Civil Code § 1717.

10
11 **SEVENTH CAUSE OF ACTION**

12 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

13 **(Against all Defendants)**

14 90. Plaintiffs repeat, allege, adopt and incorporate by reference each and every
15 allegation contained in paragraph 1 through 89, inclusive, of this Complaint as though fully set
16 forth herein.

17 91. As a direct and proximate result of the extreme and outrageous conduct of
18 Defendants alleged above, including without limitation the unlawful assault and battery of
19 Sheridan and the unlawful discrimination against Sheridan on account of her sex, sexual
20 orientation, and age, Sheridan has suffered humiliation, mental anguish, emotional and physical
21 distress.

22 92. As a direct and proximate result of the aforementioned acts and omissions of
23 Defendants, Sheridan has been damaged in the form of lost wages and employment benefits, and
24 severe emotional and physical distress, in an amount in excess of \$20,000,000.00, an exact
25 amount to be proven at the time of trial.

26 93. Plaintiffs are informed and believe and based thereon allege that Defendants, in
27 doing the things herein alleged, acted willfully, maliciously, and oppressively with the full
28 knowledge of the adverse effect of their actions on Sheridan and with willful and deliberate

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1 disregard of the consequences to Sheridan. Plaintiffs are further informed and believe and based
2 thereon allege that such actions were authorized, ratified and adopted by the officers, directors
3 and/or managing agents of Defendants. As a direct result of the fraudulent, willful, and
4 malicious conduct of Defendants, Sheridan is entitled to exemplary and punitive damages against
5 Defendants in an amount to be determined at trial.

6
7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them, as
9 follows:

10
11 **ON THE FIRST CAUSE OF ACTION:**

- 12 1. General and special damages in an amount in excess of \$20,000,000.00, according
13 to proof at the time of trial, together with interest thereon at the maximum legal rate;
14 2. Exemplary and punitive damages in the amount according to proof at the time of
15 trial;

16
17 **ON THE SECOND CAUSE OF ACTION:**

- 18 3. General and special damages in an amount in excess of \$20,000,000.00, according
19 to proof at the time of trial, together with interest thereon at the maximum legal rate;
20 4. Exemplary and punitive damages in an amount according to proof at the time of
21 trial;

22
23 **ON THE THIRD CAUSE OF ACTION:**

- 24 5. General and special damages in an amount in excess of \$20,000,000.00, according
25 to proof at the time of trial, together with interest thereon at the maximum legal rate;
26 6. Exemplary and punitive damages in an amount according to proof at the time of
27 trial;
28 7. Attorneys' fees under California Civil Code § 52.4(a);

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1 **ON THE FOURTH CAUSE OF ACTION:**

2 8. General and special damages in an amount in excess of \$20,000,000.00, according
3 to proof at the time of trial, together with interest thereon at the maximum legal rate;

4 9. Exemplary and punitive damages in an amount according to proof at the time of
5 trial;

6 10. Attorneys' fees and expert witness fees under Cal. Govt. Code § 12965(b);
7

8 **ON THE FIFTH CAUSE OF ACTION:**

9 11. General and special damages in an amount in excess of \$20,000,000.00, according
10 to proof at the time of trial, together with interest thereon at the maximum legal rate;

11 12. Exemplary and punitive damages in an amount according to proof at the time of
12 trial;

13 13. Attorneys' fees and expert witness fees under Cal. Govt. Code § 12965(b);
14

15 **ON THE SIXTH CAUSE OF ACTION:**

16 14. General and special damages in an amount in excess of \$20,000,000.00, according
17 to proof at the time of trial, together with interest thereon at the maximum legal rate;

18 15. Attorneys' fees under Paragraph 17(g) of the Agreement and California Civil
19 Code § 1717;
20

21 **ON THE SEVENTH CAUSE OF ACTION:**

22 16. General and special damages in an amount in excess of \$20,000,000.00, according
23 to proof at the time of trial, together with interest thereon at the maximum legal rate;

24 17. Exemplary and punitive damages in an amount according to proof at the time of
25 trial;
26
27
28

1 AS TO ALL CAUSES OF ACTION:

2 18. For costs of suit incurred herein; and

3 19. For such other and further relief as the Court may deem just and appropriate.

4
5 DATED: April 5, 2010

6 **BAUTE & TIDUS LLP**

7
8 BY

Mark Baute

9 **MARK D. BAUTE**
10 **Attorneys for Plaintiffs**
11 **NICOLETTE SHERIDAN**
12 **and STARLIKE ENTERPRISES, INC.**

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JURY DEMAND

1
2 Plaintiffs hereby demand a trial by jury on all claims for relief, which are so
3 triable.

4
5 DATED: April 5, 2010

BAUTE & TIDUS LLP

6
7 BY


MARK D. BAUTE
Attorneys for Plaintiffs
NICOLLETTE SHERIDAN
and STARLIKE ENTERPRISES, INC.

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