

**UNITED STATE DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LINNETHIA MONIQUE “NENE”
LEAKES,

Plaintiff,

v.

NBCUNIVERSAL MEDIA, LLC,
NBCUNIVERSAL, LLC, BRAVO
MEDIA, LLC, BRAVO MEDIA
CORP, TRUE ENTERTAINMENT,
LLC, TRUE ENTERTAINMENT,
INC., TRULY ORIGINAL, LLC,
ANDY COHEN, an individual, SHARI
LEVINE, an individual, STEVEN
WEINSTOCK, an individual,
LAUREN ESKELIN, an individual,
and DOES 1 through 25, inclusive,

Defendants.

CIVIL ACTION NO.

COMPLAINT

JURY TRIAL DEMANDED

PLAINTIFF’S COMPLAINT

COMES NOW Plaintiff LINNETHIA MONIQUE “NENE” LEAKES, by and through her undersigned counsel, who brings this action against Defendants NBCUNIVERSAL MEDIA, LLC, NBCUNIVERSAL, LLC, BRAVO MEDIA, LLC, BRAVO MEDIA CORP, TRUE ENTERTAINMENT, LLC, TRUE ENTERTAINMENT, INC., TRULY ORIGINAL, LLC, ANDY COHEN, an individual, SHARI LEVINE, an individual, STEVEN WEINSTOCK, an individual,

LAUREN ESKELIN, an individual, and DOES 1 through 25, inclusive, as follows:

PARTIES

1. Plaintiff LINNETHIA MONIQUE “NENE” LEAKES (hereinafter “Mrs. Leakes”) is an African-American adult resident of Fulton County in the State of Georgia.

2. Defendants NBCUNIVERSAL MEDIA, LLC and NBCUNIVERSAL, LLC (hereinafter collectively referred to as “NBCUniversal” or “NBC”) are and were corporations, limited liability companies, associations, partnerships, joint ventures, or other business entities who at all times herein mentioned conducted business in the State of Georgia and throughout the County of Fulton. Said Defendants, through their agents or employees, took adverse actions and made unlawful employment decisions relating to Plaintiff within the County of Fulton.

3. Defendants BRAVO MEDIA, LLC, BRAVO MEDIA CORP (hereinafter collectively referred to as “Bravo”) are and were corporations, limited liability companies, associations, partnerships, joint ventures, or other business entities who at all times herein mentioned conducted business in the State of Georgia and throughout the County of Fulton. Said Defendants, through their agents or employees, took adverse actions and made unlawful employment decisions relating to Plaintiff within the County of Fulton.

4. Defendants TRUE ENTERTAINMENT, LLC, TRUE

ENTERTAINMENT, INC., and TRULY ORIGINAL, LLC (hereinafter collectively referred to as “True”) are and were corporations, limited liability companies, associations, partnerships, joint ventures, or other business entities who at all times herein mentioned conducted business in the State of Georgia and throughout the County of Fulton. Said Defendants, through their agents or employees, took adverse actions and made unlawful employment decisions relating to Plaintiff within the County of Fulton.

5. Defendant ANDY COHEN is an adult individual who, upon information and belief, is a resident of the State of New York, and at all relevant times is and was employed by one or more Defendants.

6. Defendant SHARI LEVINE is an adult individual who, upon information and belief, is a resident of the State of New York, and at all relevant times is and was employed by one or more Defendants.

7. Defendant STEVEN WEINSTOCK is an adult individual who, upon information and belief, is a resident of the State of New York, and at all relevant times is and was employed by one or more Defendants.

8. Defendant LAUREN ESKELIN is an adult individual who, upon information and belief, is a resident of the State of New York, and at all relevant times is and was employed by one or more Defendants.

9. The true names, identities, or capacities whether individual, corporate,

associate, or otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to the Plaintiff, who therefore sue said Defendants by such fictitious names. When the true names, identities or capacities of such fictitiously designated Defendants are ascertained, Plaintiff will ask leave of this Court to amend this Complaint and to insert said true names, identities, and capacities, together with the proper charging allegations.

10. Plaintiff is informed and believes and thereon alleges that each of the Defendants sued herein as a DOE is responsible in some manner and liable herein for negligent, wanton, reckless, and tortious conduct, strict liability, and by such wrongful conduct, proximately caused the Plaintiff's injuries and damages.

11. Plaintiff is informed and believes and thereon alleges that at all relevant times each of the Defendants was the integrated enterprise, joint employer of Plaintiff and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for the conduct of them. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as employers, either directly or indirectly, and of the manner in which Defendants' business was conducted.

12. At all times herein mentioned, Defendants (whether or not specifically identified or designated herein as a DOE Defendant), and each of them, were the

agents, employees, servants, partners, independent contractors, joint venturers, and/or participants with all other Defendants, and with each other, and in doing the things hereinafter mentioned, were agents, employees, servants, partners, and joint venturers and/or acted with the consent and permission of the co-Defendants, and each of them.

JURISDICTION AND VENUE

13. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331. Jurisdiction of this Court is proper because federal courts have jurisdiction over claims brought under 42 U.S.C. § 1981.

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial portion of the events giving rise to the claims and employment practices asserted herein occurred in this District.

FACTUAL ALLEGATIONS

I. THE HISTORICAL CULTURE OF DISCRIMINATION: NBC, AND ITS BRAVO NETWORK, MAINTAIN A CORPORATE CULTURE THAT IS INSENSITIVE TO BLACK TALENT AND FOSTERS RACIALLY-OFFENSIVE BEHAVIOR THAT GOES UNPUNISHED.¹

A. The lack of diversity in senior corporate leadership contributes to a corporate culture that has been insensitive to Black talent.

15. **A problem in the industry.** Black professionals are severely underrepresented in executive decision-making roles throughout the entertainment

¹ Paragraphs 15 through 55 are alleged on information and belief.

industry (e.g., department heads or top management). As an example, one study reports that eighty-seven percent (87%) of TV executives and ninety-two percent (92%) of film executives are white.² Another study reports that, across broadcast, cable and digital, only twenty-four percent (24%) of credited writers are minorities and only about twenty-two percent (22%) of episodes were directed by minorities in 2018–2019 (while minorities represent 40.2% of the population overall).³

16. The lack of Black executives in film and TV has troubling trickle-down effects to casting and off-screen talent. For example, studies bear out the reality that Black directors are more likely to cast Black people in speaking parts compared to their white counterparts, one study reporting that white directors cast Black characters in only ten and eight tenths' percent (10.8% of speaking roles, compared with 46% of roles for black directors).⁴

17. **NBC, and its parent company Comcast, perpetuate the lack of diversity in the industry.** Comcast and NBC have been, and still are, plagued by a lack of diversity at the highest levels of the senior leadership.

² <https://www.mckinsey.com/featured-insights/diversity-and-inclusion/black-representation-in-film-and-tv-the-challenges-and-impact-of-increasing-diversity>.

³ <https://newsroom.ucla.edu/releases/hollywood-diversity-report-2020-television>.

⁴ <https://www.npr.org/sections/codeswitch/2014/08/06/338324139/why-arent-top-films-diverse-as-the-real-world-they-miss-hispanics>.

18. To this day, Comcast’s seven executive officers are all white males.⁵

19. While perhaps not as bad as Comcast, NBC has also historically failed to reflect the racial diversity of the population it services.

20. According to its “2020 Values Report,”⁶ nineteen percent (19%) of Comcast NBCUniversal’s total workforce as of year-end 2019 was African-American. But the numbers take a nosedive when looking at leadership – the same report announced that African-Americans comprise of only seven percent (7%) of the Executive Leadership Team, five percent (5%) of Vice Presidents & Above, and six percent (6%) of Directors. Moreover, the report reflects a two percent (2%) decrease in “people of color” among the Executive Leadership Team compared to the prior year (year-end 2018).⁷

21. Not surprisingly, given the lack of racial diversity in key leadership positions, year-after-year, notably absent from industry lists of leading Black executives is any member of Comcast’s and/or NBC’s senior leadership⁸ – despite

⁵ <https://www.cmcsa.com/corporate-governance/executive-officers>.

⁶ https://update.comcast.com/wp-content/uploads/sites/33/dlm_uploads/2020/05/Comcast-NBCUniversal-Values-Report-2020.pdf

⁷ The Executive Leadership Team includes the CEOs and their first- and second-level direct reports.

⁸ See e.g., <http://savoynetwork.com/mibeca2020/> (Savoy’s 2020 Most Influential Executives in Corporate America).

that Comcast NBCUniversal is considered an industry leader currently ranked as No. 71 on the Fortune 500 and is one of the “Big Three.”⁹

22. Indeed, NBC’s lack of diversity is notable even when compared to the historically non-diverse studios. For example, in 2021, the Directors Guild of America ranked NBCUniversal third-to-last among the eight largest studios on its TV Director Diversity Report for directors of color and women directors.¹⁰

B. NBC’s corporate culture permeates its sister station, Bravo TV, which televises racially segregated workplaces in which racially insensitive and inappropriate conduct is condoned and allowed to fester often creating discriminatory and hostile work environments for diverse talent who are working in their workplaces.

1. NBC’s Bravo TV network.

23. Bravo TV (Bravo) is a channel run by NBCUniversal; the network has been a part of the NBC family since 2002. Bravo’s airings include the reality show franchise *The Real Housewives*.

2. Andy Cohen: Bravo’s Mascot-in-Chief.

24. Andy Cohen has become synonymous with Bravo and it’s *The Real Housewives* franchise playing an integral and key part of everything *Housewives*-related. In 2004, Cohen began at Bravo as the Vice President of Programming

⁹ The “Big Three” refers to the three major traditional commercial broadcast television networks: NBC, ABC, and CBS.

¹⁰ See https://www.dga.org/News/PressReleases/2021/210223-Episodic-Television-Director-Diversity-Report.aspx#_ftnref1.

responsible for creating content, developing innovative formats, and identifying new talent. *Watch What Happens Live with Andy Cohen* then became a second gig to his day job in 2009, and then the show expanded into a successful weeknight series.

25. Cohen left his in-house executive position at the network in 2013 but continued in other roles. Among other things, Cohen hosts the reunion shows for all *The Real Housewives* cities, and his talk show, *Watch What Happens Live*, remains an integral part of Bravo TV's programming including frequent discussion of *The Real Housewives* franchise shows. Cohen is very closely related to *The Real Housewives* including because he hosts all the franchise's reunion shows at the end of each season of each show. As executive producer, host, and oftentimes friend to the housewives, his hands are always on and all around the franchise's activities.

3. Bravo's *Real Housewives* franchise.

26. *The Real Housewives* is a Bravo network series that premiered on Bravo in March 2006. The show follows several affluent housewives in various cities, starting with *The Real Housewives of Orange County (RHOC)* and then branching out to others across the country.

27. In September 2007, Bravo started the production for what became *The Real Housewives of New York City (RHONY)*, becoming the first spin-off from *The Real Housewives* franchise. It premiered on March 4, 2008. The second spin-off – *The Real Housewives of Atlanta (RHOA)* – was announced in June and premiered on

October 7, 2008. The third spin-off – *The Real Housewives of New Jersey (RHONJ)* – premiered afterwards on May 12, 2009. *The Real Housewives of D.C. (RHODC)* was announced in October 2009 and premiered on August 5, 2010 and ended on October 21, 2010 after one season. *The Real Housewives of Beverly Hills (RHOBH)* was announced in March 2010 and premiered on October 14, 2010. *The Real Housewives of Miami (RHOM)* premiered on February 22, 2011 and ended on November 4, 2013 after three seasons. In November 2015, Bravo announced two new *The Real Housewives* series: *The Real Housewives of Potomac (RHOP)*, which premiered on January 17, 2016, and *The Real Housewives of Dallas (RHOD)*, which premiered on April 11, 2016. In November 2019, *The Real Housewives of Salt Lake City (RHOSLC)* was announced, and it premiered on November 11, 2020.

4. NBC, Bravo, and True have racially segregated the *Real Housewives* franchise for years.

28. For years, NBC and Bravo have run *The Real Housewives* as a segregated franchise where certain shows are treated as white shows and others as Black, with little if any overlap or mixing between the two. The segregated nature of the franchise is reminiscent of the early days of “separate but equal” – that is, the shows are racially separated, purported to be equal, but in fact they are not. Some, but not all of the examples of the segregation within the franchise, are discussed below.

29. This historical segregation began with the first franchise, *The Real Housewives of Orange County (RHOC)*, which has aired continuously since April 2005. In *RHOC*'s first fifteen (15) seasons, not one single housewife had been Black. Indeed, not until December 2021 with premier of its sixteenth (16th) season did *RHOC* introduce its first Black housewife (Noella Bergener).

30. For over a decade, Bravo's next franchise, *RHONY*, was also racially segregated and dominated by white housewives. Indeed, it took thirteen (13) seasons for *RHONY* to finally have a Black housewife on the show when, only in May 2021, it introduced Eboni K. Williams as its first Black housewife. Why it took so long? Only NBC and Bravo can answer that. But in Williams' own words: "It is so glaringly obvious to me and, I think, the rest of the country that you can't have a show about New York and not have a Black woman's lens represented. It just ... it actually doesn't make any sense. So for twelve years that had been the case...."

31. Bravo's third franchise, *RHOA*, was also largely racially segregated, but in the opposite direction. Based out of Atlanta, Georgia, *RHOA* was dominated by Black housewives with one notable exception discussed in detail below: Kim Zolziak-Biermann.¹¹

¹¹ Ironically, Zolziak-Biermann was only invited onto the show because NeNe Leakes introduced her to the show's producers. Mrs. Leakes casually knew Zolziak-Biermann from the community. As Mrs. Leakes was recruited for the

32. Similarly, Bravo's *RHOP* has been a segregated show consisting of only Black housewives even though it is based out of predominantly Caucasian Potomac, Maryland.

33. Bravo's *RHOD* aired for five (5) years initially premiering in April 2016. In its five (5) year run, it did not have a single Black housewife on the show.

34. Finally, Bravo's *RHOBH* franchise has also been homogenous and racially segregated. *RHOBH* has run continuously since 2010. The cast was almost entirely racially homogenous – white women – for over a decade. The sole exception in the initial decade was one season (2013) during which Joyce Giraud – a Latina – appeared on the show. It was not until Garcelle Beauvais joined the cast in Season Ten, which aired in April 2020, that the show had its first Black housewife.

5. The racial segregation within the *Real Housewives* franchise is far from unique within Bravo. Rather, the same can be said of other regular Bravo unscripted series.

35. This racial segregation is not unique to Bravo's *Real Housewives* franchise. Rather, another of the many examples is the *RHOBH* spin-off *Vanderpump Rules*.

36. For many years, *Vanderpump Rules* had a notoriously non-diverse, white cast. In the nine (9) years since its January 2013 premiere, it has only had two

RHOA show, she helped recruit other members suggesting Zolciak-Biermann.

Black cast members – Tina McDowelle and Faith Stowers. More specifically, in 2015, there was an attempt at diversifying with the hiring of Faith Stowers, a Black woman. According to Ms. Stowers, Lisa Vanderpump hired her to work at the restaurant: “When I first got there, Lisa did have a sit-down with me and her publicist,” Ms. Stowers has reported. According to Ms. Stowers: “They just told me straight-up, ‘We don’t have a lot of color on this show, and you would make a good asset to that.’” In Ms. Stowers’ view, her casting was less about legitimately and genuinely diversifying the show and more about Lisa Vanderpump’s public image as an equal opportunity employer: “I kind of knew going into it that I would be filling in for the spot of, like, showing that she hired people of color,” Ms. Stowers has stated. But things did not work out all that well for Ms. Stowers, who appeared on just one season of the show. Of her experience, Ms. Stowers has reportedly said: “I definitely felt like I was being treated differently from everybody else.”

37. Bravo’s *Southern Charm*, which involves wealthy socialites living in Charleston, South Carolina, is similar. Historically, over a quarter of the population of Charleston has been Black. Yet, though the show has run since 2014, it has never had a Black cast member. Only recently (in October 2020) did the show make headlines by announcing that Season Seven would finally have a housewife of color: Leva Bonaparte, who is Persian. But, as we discuss below, Mrs. Bonaparte’s experience on the show is consistent with the plight of other people of color who

have worked for Bravo.

6. NBC, Bravo, and True foster a corporate and workplace culture in which racially-insensitive and inappropriate behavior is tolerated – if not, encouraged.

38. For years, NBC, Bravo, and True have fostered a corporate and workplace culture that has permitted and tolerated – if not, encouraged – racially-offensive and insensitive conduct, statements and actions by their employees. This is seen in the repeated instances of such behavior occurring by their employees and cast members without any meaningful consequence, corrective action, or remediation. In fact, it is as if NBC, Bravo, and/or True have simply ignored and turned a blind eye to the fact that they the talent who works on their shows are also working at their workplaces. And talent like anyone working in their workplace, have a right under the law to a workplace free from discriminatory and harassing conduct based on the color of their skin, as well as the right to speak up and raise concerns of perceived-to-be discriminatory or harassing treatment without being retaliated against for doing so. In ignoring the fact that the set of their shows is a workplace for those who work on the show, NBC, Bravo, and/or True have consistently allowed racially inappropriate, insensitive or offensive behavior from its cast members to go uncorrected and unremedied. Some of the many examples of this are set for below – which is a non-exhaustive list offered merely for illustration purposes and not by way of limitation or exhaustion.

39. During the Season 10 premier of *RHONY* that aired in April 2018, Luanne de Lesseps appeared at a Halloween costume party with her skin tone several shades darker than usual and wearing a two-foot-tall wig, claiming to be dressed as Diana Ross. The wig did not resemble Diana Ross's classic curls. It was instead a stereotypical, offensive representation. After she was called out on the racially insensitive representations, de Lesseps denied doing anything wrong and justified this cultural insensitivity. Neither NBC nor Bravo publicly repudiated or disavowed de Lesseps' racially-insensitive behavior.

40. This was not the first time Luann de Lesseps exhibited racially-offensive or insensitive behavior. Another example occurred all the way back in a 2012 episode (Season 5, Episode 10), where, during a wine tasting event, she referred to Native Americans as "Indian" and mockingly smacked her lips with her hand while emitting a "woo-woo-woo-woo-woo" war whoop in an insulting gesture. Co-star Carole Radziwill had to intervene to point out that it was both outdated and offensive to a "group that has been discriminated against and abused." Neither NBC nor Bravo publicly repudiated or disavowed de Lesseps' racially-insensitive behavior.

41. Another example occurred in a December 2019 episode of *RHOD* when LeeAnne Locken made racially-offensive statements about co-star Kary Brittingham during a trip to Thailand. Brittingham, who joined the cast in Season 4,

was the first Mexican woman on *RHOD* having grown up in Guadalajara, Mexico. Following a night out in Bangkok’s Red Light District, Locken stated the following about Brittingham: “That f—ing c— wants to prove how f—ing tough she is because she’s from Mexico.” Continuing her racially-offensive rant about Brittingham, Locken said: “The little chirpy Mexican has to have her way and so she drug everyone there.” Locken also made the stereotypical, offensive statement that Brittingham was supposed to act “all Mexican and strong.” Finally, Locken referred to speaking “Mexican” which, of course, is not a language. Neither NBC nor Bravo publicly repudiated or disavowed Locken’s racially-insensitive behavior.

42. Another example occurred in 2017 when *RHOD* housewife Brandi Redmon, in a high-pitched tone and fake accent, mocked Asians remarking: “They ask me what Asian I am because my eyes, they squinty.” Neither NBC nor Bravo publicly repudiated or disavowed Redmon’s racially-insensitive behavior.

43. Another example involved *RHOD* Kameron Westcott participating in racially-offensive conduct in the presence of, or directed at, her coworker Dr. Tiffany Moon, who is Asian. In one instance (Season 5, Episode 2, air date January 12, 2021), the ladies attended a dim sum party during which Dr. Moon introduced foods and traditions from her Asian culture — including a tasting of chicken feet. Westcott refused to eat chicken feet (even mentioning she would rather eat a**) and placed the chicken feet on the floor. Dr. Moon said the move was racially-offensive

or culturally insulting. Westcott was not deterred. She took to Instagram proclaiming that she would rather eat dog food than chicken feet. Neither NBC nor Bravo publicly repudiated or disavowed Westcott's racially-insensitive behavior.

44. Another recent example occurred in the most recent season (Season 13) of *RHONY*. In May 2021, Eboni K. Williams was introduced as *RHONY*'s first Black housewife. Williams soon observed and reported racially-offensive conduct and/or statements by longtime white housewife Ramona Singer. Public reports suggest that Singer had made racially-inappropriate remarks about Black people, including stating: "This is why we shouldn't have black people on the show." Singer made this remark after white housewife Luann de Lesseps kicked Williams out of de Lesseps' house. Just like Singer, white housewife de Lesseps has a history of racially-inappropriate behavior, including some detailed above and also including calling Williams "angry," requiring Williams to explain to de Lesseps that the reference to a Black woman as "angry" is tinged with racial undertones.

45. Reportedly, Williams lodged an internal complaint alleging racially-offensive behavior by Singer in the summer of 2021. Relatedly, in December 2020 – long before Williams lodged her internal complaint about Singer's racially-inappropriate behavior – a crew member from *RHONY* had lodged a complaint of racially-offensive comments by Singer. It is unclear whether this crew member's complaint was investigated in real-time when it was made. But, apparently, the

allegations made by this crew member were corroborated during the later investigation triggered by Williams' complaint made in the summer of 2021.

46. In any event, in the summer of 2021, NBC and/or Bravo reportedly conducted an internal investigation into allegations of Singer having made racially-offensive remarks or otherwise engaged in racially-offensive behavior. Reportedly, the internal investigation corroborated the allegations made in December 2020 by the crew member, but supposedly not those made by Williams. The claim that the investigation did not substantiate the allegations made by Williams is curious. Housewife Heather Thompson has publicly stated: "I was there and I heard Ramona [Singer] say that and I freaked out." Thus, a proper investigation should have been able to corroborate the allegations made by Williams.

47. The investigation and its aftermath caused NBC and Bravo to do something they had never before done: cancel and not air a reunion episode following the season's conclusion. In the history of all housewife franchises, there had never been a season which did not include a reunion show. Even in the early-stages of the pandemic, NBC and Bravo still found ways to hold reunion episodes following the show's conclusion. But this time, rather than allow the racist behavior that it allowed at the workplace to see the public light by being aired on the reunion show, NBC and Bravo chose to sweep the issue under the rug and cancel the reunion show.

48. Despite the allegations made against Singer – at least some of which were reportedly corroborated by the internal investigation and confirmed by another housewife in addition to Williams – NBC and Bravo continued thereafter to reward Singer. Indeed, NBC and Bravo chose to employ Singer as one of the seven housewives on its premiere season of *The Real Housewives Ultimate Girls Trip*. Tellingly, de Lesseps was also given this same gig.

49. As another example, just weeks before this lawsuit was filed, Bravo finally terminated cast member Jennie Nguyen from *RHOSLC* after Nguyen’s racially offensive social media posts from 2020 resurfaced. Among other things, in the summer of 2020 (in the midst of the Black Lives Matter movement), Nguyen made a series of racially-offensive social media postings – *e.g.*, questioning the cause of George Floyd’s death; encouraging a counter “White Lives Matter” movement; referring to Black Lives Matters protesters as “thugs”; reposting or liking a cartoon of a woman joking about running protestors over with her car; etc. In real-time, Bravo did not take action against Nguyen and she continued to work for Bravo on *RHOSLC* thereafter. Instead, apparently Bravo took steps to silence any public discussion by Nguyen’s coworkers about her racially inappropriate behavior even if it made her coworkers uncomfortable. Reportedly, Bravo initially did not allow Nguyen’s housewife coworkers to speak out to condemn Nguyen’s racially-insensitive postings claiming that contractual non-disclosure provisions

prevented them from doing so. Bravo thus acted to bury the issue rather than correct and remedy it. After Nguyen’s racially charged postings from 2020 resurfaced, and Bravo eventually in January 2021 terminated Nguyen, Bravo acknowledged that it “recognize[s it] failed to take appropriate action once [Nguyen’s] offensive social media posts were brought to [its] attention” and has supposedly committed that “[m]oving forward, [Bravo] will work to improve [its] processes and make better informed and more thoughtful decisions.”¹²

¹² The race-based offensive conduct, and NBC and Bravo’s failures to correct and remedy this misconduct, are not unique to the *Housewives* franchise. They also permeate other NBC and Bravo shows. One example from Bravo’s *Southern Charm*. In May 2020, Kathryn Dennis (who has been on the show since its premiere) sent a monkey emoji by social media direct message to Black radio show host Tamika Gadsden as the two had a heated exchange concerning a “Trump Boat Parade” Dennis’s friend was participating in. When Dennis’s white castmates were covering for her, it forced Persian American Leva Bonaparte – who is married to a Black man and is the show’s one full-time cast member of color – to explain to Dennis and the rest of the cast why such actions (*i.e.*, sending a monkey emoji) are racially-offensive.

The problem is also seen on *Vanderpump Rules*. As noted above, in 2015 there was an attempt to diversify by the hiring of Faith Stowers. But after departing the show, Stowers publicly expressed that she, as the only Black cast member, felt treated differently than the other cast members. Among other things, she reported being subjected to inappropriate race-based comments like her hair being called “nappy” and even two white cast members, Stassi Schroeder and Kristen Doute, making a false report to the police that Stowers had committed a crime. Initially, Bravo did nothing – it did not publicly condemn Schroeder’s or Doute’s treatment of Ms. Stowers who was effectively pushed off the show. Only much later, in or about June 2020, Bravo reportedly terminated the contracts of Schroeder and Doute.

This was not the first time that *Vanderpump Rules* turned a blind eye to the racist actions of their cast. In June 2020, Bravo reportedly terminated the contracts of two male *Vanderpump Rules* employees for past racist tweets which had come to light. One of the two fired cast members, Max Boyens, had tweeted in 2012: “It

50. On the one hand, NBC's and/or Bravo's termination of Nguyen suggests some progress. On the surface, at least NBC and/or Bravo have taken a stance against some racially-inappropriate behavior by a person they employ. Yet, on the other hand, there is an insidious aspect of this decision: Their treatment of Nguyen (an Asian woman) stands in marked contrast with their treatment of white woman who have been allowed to engage in similarly offensive conduct without consequence, including Singer, de Lesseps and others.

51. These are just some examples and there are plenty more. But what they illustrate is this: NBC, Bravo, and/or True have a history of allowing racially and/or culturally insensitive and offensive conduct or statements to go unremedied and

upsets me that the word n— is not allowed to be said unless you are black because quite honestly it's my favorite word." Another tweet read, "Theres this girl I see everyday @ school, she looks just like the girl from the movie precious & I'm not just saying this cuz she's big and black." The second fired cast member, Brett Caprioni, a waiter at SUR and Lisa Vanderpump's personal trainer, reportedly tweeted the N-word multiple times, along with the hashtag "#womensuck" in tweets that resurfaced in winter 2019, right before his television show debut.

Tellingly, even when Bravo has purported to do the right thing by taking action against employees who had engaged in racially-inappropriate behavior, it still does not disavow and repudiate the underlying racially-inappropriate conduct and culture in the long run. For example, Lisa Vanderpump later said she maybe regrets the way Schroeder and Doute were fired: "It wasn't right what they did at all, but do I think they're racist? 1,000 percent not," she said on "The Skinny Confidential's Him & Her" podcast. "Do I think it was a racist action? Not at all. I just think it was awful timing, and stupid and ignorant." Andy Cohen similarly hinted at having second thoughts about the firings, telling *The New York Times* that they were "decisions for that moment." The "moment" of these firings happened to coincide with the explosion of the "Black Lives Matter" movement throughout American in the spring and summer of 2020.

uncorrected. This tolerance of this inappropriate behavior encourages it to continue. It is the opposite of providing a workplace or working conditions free from discriminatory and harassing conduct on the basis of one's race, color, ethnicity, or national origin. Indeed, recently, even Bravo has had to acknowledge that it has allowed racially-insensitive conduct by those who work on its shows to go unremedied for too long, and that it should do better in the future.

C. The corporate culture that tolerates, if not encourages, discrimination, harassment and retaliation reaches high levels of senior leadership.

52. There are other instances of NBC talent being subjected to race-based mistreatment, including at the hands of a senior corporate executive.

53. In or about June 2020, former *America's Got Talent* judge Gabrielle Union reportedly filed a complaint with the State of California's Fair Employment office alleging, *inter alia*, racial discrimination and a toxic work environment on the show. Ms. Union's charge of discrimination reportedly included a claim that in February 2020, NBC Entertainment chairman Paul Telegdy had threatened to silence her during an ongoing investigation into workplace practices on set, which included concerns of race-based mistreatment. Ms. Union's filing reportedly alleged that while NBC's investigation into her allegations was underway, Telegdy

told her agent that she “should be careful of who she called a racist.”¹³ *The Hollywood Reporter* interviewed more than 30 producers, executives, and other current and former network insiders who confirmed Telegdy presided over a toxic environment, particularly in the reality division, which he ran from 2009 until he was promoted to chairman in 2018. These insiders – many fearing retaliation – said Telegdy and a top deputy have often violated workplace-conduct norms with no apparent consequences.

54. In an interview with *The Hollywood Reporter*, Ms. Union said she believes the lack of apparent consequences after Telegdy allegedly threatened her with an investigation underway “speaks to the culture at NBC” and “shows very clearly that white male senior executives of NBC have a completely different set of rules that apply to them.”¹⁴

D. Other Race-Based Discrimination: NBC and Bravo’s treatment of Mariah Huq.

55. Mariah Huq of Bravo’s show, *Married to Medicine*, has publicly alleged that, despite her hand in creating the show that revolves around block

¹³ As we demonstrate below, Mrs. Leakes was subjected to similar threats over the years that she better not publicly call out discriminatory treatment or race-based harassment occurring on *RHOA*.

¹⁴ Less than a week after an investigation was launched into claims of his toxic behavior, NBCUniversal cut ties with then-NBC Entertainment Chairman Telegdy amid a broad reorganization of the company’s TV team.

doctors' and their spouses, she was discriminatorily cut out of the show's eighth season. Ms. Huq also reported alleged that she consistently felt slighted by not having a more "hands-on role" behind the scenes compared to her white male counterparts who received preferential treatment. Public reports suggest that Ms. Huq pursued legal claims in some manner against NBC and Bravo relating to her claims of discrimination.

II. THE UNLAWFUL TREATMENT OF NENE LEAKES: NENE LEAKES AND HER EXPERIENCE ON *RHOA*.

A. Mrs. Leakes and her background.

56. NeNe Leakes, who is an African-American, was born in Queens, New York and raised in Athens, Georgia. After graduating from Clarke Central High School in Athens, she attended Morris Brown College in Atlanta for two years.

57. In 2008, Mrs. Leakes became one of *RHOA*'s original housewives. Over the next decade-plus, Mrs. Leakes was a key member of the *RHOA*.¹⁵

58. In the words of Andy Cohen's as he Tweeted on or about October 23, 2018, "#RHOA is the house that Nene built!" Or, also in the words of Andy Cohen: "Nene Leakes is an icon of the genre. She is a gif and catchphrase machine. In 11

¹⁵ Mrs. Leakes was a part of the *RHOA* cast for Seasons 1 through 7. In June 2015, she announced she would not return to *RHOA* for Season 8. However, she did appear in Season 8 in a supporting role. Mrs. Leakes later returned to the show as a full-time housewife from Season 10 until she was pushed off the show following the conclusion of Season 12.

years of #WWHL [Watch What’s Happening Live], Nene has been our most frequent guest, and she is always A BLAST. Nene nicknamed me ‘Buttercup’ the first day we met, and still calls me that today. Through her whole run, she has always had a serious concern and drive to maintain the success and well-being of #RHOA.”

59. Similarly, Lauren Eskelin, True’s Executive Vice President of Programming, has stated: “RHOA is not RHOA without [Mrs. Leakes].”

B. NeNe Leakes is subjected to racially-offensive conduct and treatment on *RHOA*. NBC, Bravo, and True condone, accept and tolerate this work-related racially-offensive behavior.

- 1. The early years: Housewife Kim Zolciak-Biermann – the sole white housewife on *RHOA* – repeatedly engages in racially-offensive behavior. Rather than subjecting her to appropriate remedial action, NBC, Bravo, and/or True reward Zolciak-Biermann with special perks and privileges denied to the Black housewives. Mrs. Leakes and the other Black housewives speak up, but nothing is done to stop Zolciak-Biermann’s racially-offensive behavior.**

60. The first season of *RHOA* premiered on October 7, 2008 with five (5) lead housewives: NeNe Leakes; Lisa Wu; DeShawn Snow, Sheree Whitfield; and Kim Zolciak-Biermann. Of the lead housewives, all were Black other than Zolciak-Biermann, who was white. From the outset, Zolciak-Biermann was allowed and permitted to engage in racially-offensive conduct and/or make racially-offensive statements without any meaningful consequence or remedial action from NBC,

Bravo or True. Upon information and belief, instead of taking appropriate remedial action, NBC, Bravo, and True granted Zolciak-Biermann preferential treatment and special privileges and perks that were not afforded to her Black counterparts. This created a two-class system.

61. Zolciak-Biermann's racial insensitivity was quickly apparent: it even came out during Season 1. During this episode (which aired in or about November 2008) the housewives were planning to attend a barbeque at housewife DeShawn Snow's house. Zolciak-Biermann's response to the idea of attending the barbeque was words to the effect of: "I don't want to sit around with NeNe and eat chicken." The assumption that this African-American barbeque would include "eat[ing] chicken" perpetuated an offensive stereotype about African-Americans.

62. Soon, it was clear this was not an aberration. Rather, it was typical conduct for Zolciak-Biermann. Another example happened on or about March 10, 2010 when Zolciak-Biermann appeared on housewife Kandi Burrese's UStream show "Kandy Coated Nights." During the show, Zolciak-Biermann used the "n-word" when describing the hip-hop band commonly known as NWA.

63. As another example: During the November 4, 2012 fifth season premiere of *RHOA*, Zolciak-Biermann made multiple racially-offensive and stereotypical comments about housewife Kandi Burruss' new home in Southwest Atlanta. Zolciak-Biermann called the neighborhood in which Mrs. Burruss' house

as located a “ghetto,” and she made offensive remarks about Burruss having an indoor swimming pool claiming that it was indoor because Burruss did not need to tan in the sun and questioning why she needed a swimming pool because, according to Zolciak-Biermann, “blacks don’t swim.”

64. These and other similar comments or behavior by Zolciak-Biermann did not go unnoticed by her co-workers and fellow housewives. But even more troubling was that they also noticed that in addition to NBC, Bravo, and True not taking any action to correct or remedy Zolciak-Biermann’s offensive conduct, Zolciak-Biermann was actually treated differently, and better, than the Black housewives. This theme of white, and racially-offensive, Zolciak-Biermann being treated better than her Black counterparts mirrored the broader picture on the housewives franchise generally: white housewives and their shows were traditionally treated better, and given more favorable treatment, than Black housewives and their shows. As to Zolciak-Biermann, she was regularly given special perks or privileges denied to the Black housewives – such as, *inter alia*: having the right to choose whether or not to film at particularly times; being allowed to leave when filming was not yet completed; being allowed to demand that her family including her husband appear in any filming; being allowed to avoid filming parts of her pregnancy when Black housewife Phaedra Parks was denied the same right; being allowed to demand that her family attend any vacation or trip she take

when the same was denied to others; etc.

65. The preferential treatment that Zolciak-Biermann did not go unnoticed. Mrs. Leakes, and the other Black housewives, were so disturbed by it that, in or about mid-2012, they raised concerns to network executives regarding it. Moreover, Mrs. Leakes on her own separately communicated her concerns about Zolciak-Biermann receiving preferential treatment, and acting in racially-offensive ways to, at least: Andy Cohen; Steven Weinstock (True's President) and Lauren Eskelin (True's Executive Vice President Programming). These concerns culminated in a meeting in or about mid-2012 between the Black housewives (including Mrs. Leakes), Weinstock, Eskelin, and others. At this meeting, Mrs. Leakes reported not only that Zolciak-Biermann was being favored and given preferential treatment, but also that she had made repeated racially-offensive comments or engaged in other racially-offensive behavior.

66. But the concerns regarding Zolciak-Biermann largely fell on deaf ears. Predictably, therefore, the problems continued. For example, in or about December 2012, Zolciak-Biermann was again allowed without apparent consequence to engage in racially-offensive behavior. Following a verbal dispute with some of the housewives, including Mrs. Leakes, Zolciak-Biermann stated – while being filmed and on air: “These bitches are not my friends. I don't know any of these fucking [n*****] any more.”

67. Despite all of the above (and more), NBC, Bravo, and True did not terminate their relationship with Zolciak-Biermann, nor take any other meaningful action to put an end to her racially-offensive behavior at and around the workplace. Instead, after she was allowed to depart from *RHOA* as a regular housewife in the middle of Season 5. Yet, as we detail below, she continued to enjoy great commercial success within NBC, Bravo, and True – including through the creation of her own spin-off series aired on Bravo and her eventual return appearances on *RHOA*.

2. Instead of taking appropriate remedial action against Zolciak-Biermann, NBC and Bravo embolden her racially-inappropriate ways by continuing to promote her career.

68. Zolciak-Biermann’s inappropriate conduct was ultimately rewarded, rather than remediated, by NBC, Bravo, and True.

69. To begin, NBC, Bravo, and True created a spin-off series for Zolciak-Biermann and her husband called *Don’t Be Tardy*. The First Season (airing April 2012), called *Don’t Be Tardy for the Wedding*, chronicled Zolciak-Biermann and her husband Kroy Biermann’s wedding and its planning. In the years, that followed, NBC, Bravo, and True stood behind Zolciak-Biermann allowing her personal series to air for eight (8) seasons until it was just announced in May 2021 that the show would come to an end. In short, after years of clear and conspicuous notice and knowledge of her racially-inappropriate conduct and statements, rather than

disavowing this racially-offensive behavior NBC, Bravo, and True continued to embrace Zolciak-Biermann and, presumably, paid her many millions of dollars in the years thereafter.

3. Emboldened, Zolciak-Biermann continues to make racially-offensive statements or engage in other racially-offensive behavior.

70. As stated above, Zolciak-Biermann remained a regular member of *RHOA* until she departed in the middle of Season Five, which aired in late-2012 into 2013. Then, in the middle of Season Five, she departed the show after her spin-off *Don't Be Tardy* started to air. With Zolciak-Biermann gone from the show, the Black housewives hoped to receive a reprieve from her racially-offensive ways.

71. But the reprieve was short-lived, and Zolciak-Biermann returned true to form. As just one example, in 2015, Zolciak-Biermann was in a dispute with Neffe Pugh, who is the sister of Keyshia Cole. As part of this dispute, Zolciak-Biermann publicly referred to Ms. Pugh, who is African-American, as “that BET bitch.” NBC, Bravo, and True continued to employment Zolciak-Biermann in various capacities thereafter. In fact, not only did NBC, Bravo, and True continue to allow Zolciak-Biermann to star in her own show (*Don't Be Tardy*), they also continued to allow her to return to *RHOA* in a recurring friend role where she was allowed to continue her racially-offensive ways and despite her longstanding and well-documented history of racially-offensive and inappropriate behavior directed at the Black

housewives.

72. Zolciak-Biermann must have gotten the message that NBC, Bravo, and True did not mind her racially-offensive behavior in disregard of their duty to provide a workplace free from discrimination and harassment. Upon information and belief, NBC, Bravo, and True did not take real or meaningful action to make clear to Zolciak-Biermann that her racially-inappropriate behavior would not be allowed or tolerated. Not unexpectedly, it continued.

C. “Roachgate” and the clear message from NBC, Bravo & True: Calling out racially-offensive behavior is bad for business and will not be tolerated.

1. Zolciak-Biermann and her daughter make another racist attack on Mrs. Leakes.

73. The *RHOA*'s Season 9 finale aired in April 2017. Zolciak-Biermann appeared in the finale. Then, Zolciak-Biermann was allowed to return to the show in a friend role for the Tenth Season, which premiered on November 5, 2017. In the days leading up to the premiere, Zolciak-Biermann's racially-inappropriate behavior reared its ugly head again.

74. In the fall of 2017, the *RHOA* cast took a trip to Barcelona, Spain. The trip was conceived as a “girl’s trip” – only the housewives, and not their families, were to attend. These were the rules, and they were supposed to apply to everyone. But, as often happened, a second set of more favorable rules seemed to apply to white Zolciak-Biermann. While the trip was a “girl’s trip,” Zolciak-Biermann

resisted attending if her husband could not attend. Ultimately, Zolciak-Biermann did not attend.

75. During the trip, Mrs. Leakes pointed out the unfairness of – yet again – one set of rules applying to Zolciak-Biermann and another (less favorable) set of rules applying to the Black housewives. In response, Zolciak-Biermann and her teenage daughter launched a racially-offensive attack at Mrs. Leakes.

76. On or about October 5, 2017, Zolciak-Biermann and/or her teenage daughter publicly attacked Mrs. Leakes by stating that Mrs. Leakes’ new home “was a ‘f---- roach nest,” and providing a video in Mrs. Leakes home that allegedly showed roaches.¹⁶

77. Mrs. Leakes, and some of her fellow Black housewives, were outraged by the claim that Mrs. Leakes’ house was “roach” infested – a term that Mrs. Leakes and fellow housewives felt was racially-offensive for its cultural implications of impoverished black women living in the projects.

¹⁶ Roaches they were not. They were water bugs – a common type of bug found in the area where Mrs. Leakes’ home is located.

2. **Mrs. Leakes engages in legally-protected activity by calling out and disclosing Zolciak-Biermann’s latest racially-offensive behavior. NBC, Bravo, and True respond by chastising Mrs. Leakes for her protected activity claiming (in writing) that it is “not good for business” and instructing her to “take it off line.”**

78. Mrs. Leakes’ response included calling out Zolciak-Biermann’s latest racially-offensive conduct. Among other things, Mrs. Leakes posted to her social media outlets that “Kim & her daughter oops whole family are racists! What her daughter did at my home ... was pure disgusting, racist, learned behavior etc.” Mrs. Leakes also expressed internally to NBC, Bravo, and/or True that she felt this was another example of Zolciak-Biermann’s racially-inappropriate conduct that had been tolerated for far too long. She raised these concerns specifically to, *inter alia*, Andy Cohen, Lauren Eskelin, and Steven Weinstock.

79. NBC’s, Bravo’s, and True’s reaction to Mrs. Leakes’ protected activity is clear and documented: Mrs. Leakes was told that her reporting Zolciak-Biermann’s racially-offensive behavior was “not good for business” and Mrs. Leakes needed to “take it offline.”

80. More specifically, before Mrs. Leakes called out Zolciak-Biermann and her daughter on the latest racially-offensive incident, True’s President Steven Weinstock initially was supportive of Mrs. Leakes and apologetic for Zolciak-Biermann’s “ignorant” words and actions. Weinstock texted Mrs. Leakes on October 6, 2017 at 10:44 a.m. stating: “Nene. I’m really sorry that Kim has

ignorantly gone down the path of posting stupid shit. I am dealing with her. Xoxo.”

Thus, initially, it was clear who was in the wrong: Zolciak-Biermann.

81. But, once NBC, Bravo, and True learned that Mrs. Leakes had spoken up about and objected to Zolciak-Biermann’s continued racially-offensive mistreatment, everything changed. Weinstock, who initially supported Mrs. Leakes, now reversed course texting Mrs. Leakes: “Nene. This bs with Kim is not good for business. Please take it off line. You r too much of a pro to get into this with her. The network feels this isn’t good. Please.” Weinstock continued to urge Mrs. Leakes to “take it off line” and “[p]lease take this off line.”

82. The message was clear: accusations of racism by a show employee against another show employee would not be tolerated. By calling out Zolciak-Biermann – who was under existing contracts with NBC, Bravo, and/or True – Mrs. Leakes was breaking the unwritten rule that racially-inappropriate behavior was to be tolerated, not objected to or called out. Apparently, NBC, Bravo, and True viewed the racially-offensive behavior as good for business. They did not want any pushback from those who felt the racially-inappropriate behavior was offensive. The race-based attacks were fine, but, in their words, the objections to them were “not good for business” or, “the network feels this isn’t good.”

83. Ultimately, NBC, Bravo, and True put extreme pressure on Mrs. Leakes to remove her social media postings suggesting that Zolciak-Biermann’s and

her daughter's conduct was racially-offensive. Mrs. Leakes did as instructed: she removed her social media postings even though they spoke the truth in calling out a race-based attack. At the same time, however, Zolciak-Biermann was – yet again – held to a different, and more favorable standard: her social media attacks at Mrs. Leakes were not removed; they remained. Plus, she made additional attacks at Mrs. Leakes suggesting publicly without any legitimate basis at all that Mrs. Leakes was abusing drugs – a false accusation that Zolciak-Biermann knew had no basis in fact and would deeply upset Mrs. Leakes. Moreover, Zolciak-Biermann was allowed to attack Mrs. Leakes after her protected activity including, *inter alia*, by publicly claiming that Mrs. Leakes was “playing the race card” and standing behind her conduct claiming that the real problem was not her racially-offensive behavior but instead that Mrs. Leakes did not call an exterminator before inviting people to her house. NBC, Bravo, and True took no public action against Zolciak-Biermann for any of this.

3. The retaliation and continued harassment: Circulation of false, inflammatory stories, succumbing to pressure from Zolciak-Biermann, etc.

84. Following Mrs. Leakes' legally-protected activity opposing Zolciak-Biermann's racially-offensive attack, the retaliatory attacks at Mrs. Leakes by NBC, Bravo, and/or True immediately began and the harassment was allowed to continue.

85. First, NBC, Bravo, and True used their power and control over Mrs.

Leakes, and influence in the industry, to shut down her ability to speak out against racially-inappropriate behavior of other NBC, Bravo, and/or True employees, like Zolciak-Biermann. In discussions with her team, Bravo instructed Mrs. Leakes to lay low. They also specifically instructed Mrs. Leakes to cancel a previously booked and approved interview that she had scheduled for later in the month. The reason for these instructions became clear in discussions: (a) Bravo reported to Mrs. Leakes' team that it was being pushed by Zolciak-Biermann to take action against Mrs. Leakes; and (b) the network did not want accusations of racially-offensive behavior leveled at Zolciak-Biermann.

86. Second, in these same discussions, Bravo executives began to turn the tables on Mrs. Leakes in retaliatory fashion. They now began to hurl accusations of concern against Mrs. Leakes. Among other things, Bravo executives raised concerns about Mrs. Leakes' social media (*i.e.*, her response to the perceived racially-offensive attack by Zolciak-Biermann and her daughter) and about media reports of a tax lien that Mrs. Leakes had received.

87. Attacking Mrs. Leakes for her standing up against Zolciak-Biermann's and her daughter's racially-insensitive conduct was retaliation, pure and simple. She, and her fellow Black housewives, had the right to resist being subjected to continued race-based mistreatment at their workplace at the hands of co-worker Zolciak-Biermann, or any other Bravo employee for that matter. And the attacks on

Mrs. Leakes relating to the tax lien were clearly retaliatory. Indeed, among other things: (1) the tax lien stories hit the media outlets back in August 2016 – Bravo said nothing about this until over a year later within days of Mrs. Leakes calling out another instance of race-based mistreatment at the hands of Zolciak-Biermann; and (2) Bravo has a long history of accepting, tolerating, and even embracing much more serious tax issues than Mrs. Leakes’.

88. To put this tax lien alleged concern in perspective, Mrs. Leakes had a dispute with the IRS that resulted in a tax lien of approximately eight hundred and twenty-four thousand dollars (\$824,000). Ultimately, she paid the lien off in full and suffered no consequence other than penalties for late payment. Yet, NBC, Bravo, and True used this issue as a justification for having concern about Mrs. Leakes’ professional future and then as a justification for silencing her during this time period. In contrast, other, non-Black housewives were allowed to do much worse without consequence or even threat of consequence.

89. As one example, *RHONJ* longtime housewife Teresa Giudice and her husband were subject to tax liens for many years of unpaid taxes. Ultimately, a criminal prosecution was filed against Teresa Giudice and she pled guilty to federal criminal charges of conspiracy to commit mail and wire fraud, bankruptcy fraud by concealment of assets, bankruptcy fraud by false other and bankruptcy fraud by false declarations. Teresa Giudice served eleven (11) months of a fifteen (15)

month sentence in federal prison. In a press release relating to their crimes and convictions, the United States Attorney's Office for the District of New Jersey declared: "The Giudices together deceived financial institutions with patently false loan applications; were dishonest when they sought the protection of the bankruptcy court and hid assets and income from the trustee; and Giuseppe Giudice cheated the government by failing to pay taxes on years of significant income. When they pleaded guilty, both admitted swearing to statements they knew were lies. Prison is the appropriate penalty for these serious financial crimes."¹⁷

90. Despite the above, when she got out of prison, this federal felon Teresa Giudice: (1) resumed her role on *RHONJ*; (2) has continued to star in the show since her release from prison; (3) had a special spin-off mini-series created for her chronicling her turning herself into prison; and (4) is being featured in *The Real Housewives Ultimate Girls Trip*. Teresa Giudice is not Black, and she did not report racially-offensive behavior to NBC, Bravo, and/or True.

91. As another example, *RHOBH* housewife Dorit Kemsley and her husband have reportedly been subjected to federal tax liens totaling approximately nine hundred and twenty-five thousand dollars (\$925,000) relating to a number of tax years. Relatedly, recent events have made clear that *RHOBH* housewife Erika

¹⁷ <https://www.justice.gov/usao-nj/pr/real-housewives-new-jersey-stars-sentenced-prison-conspiracy-bankruptcy-fraud-and-tax>.

Jayne's husband (lawyer Tom Girardi) has been effectively stealing from victims of tragic misfortune, likely not paying taxes on the stolen money, and operated his law firm basically as a Ponzi scheme. Some involved in pursuing relief for the Girardi fraud victims believe and allege that Jayne was involved in, or profited from, the clear fraud against the vulnerable victims Girardi represented. Both Mrs. Kemsley and Mrs. Jayne are white, and neither of them have reported racially-offensive behaviors by other employees. They both remain active housewives on *RHOBB*.

92. While NBC, Bravo, and/or True were engaging in retaliatory attacks at Mrs. Leakes by, among other things, dredging up the stale tax liens as an alleged concern regarding Mrs. Leakes, she continued to be told that she had to lay low, stay out of the press, etc. In fact, NBC, Bravo, and/or True largely removed Mrs. Leakes from the promotion of the upcoming season. In short, she was sidelined to avoid any opportunity for her to be asked about, and speak about, the racially-inappropriate conduct by Zolciak-Biermann.

93. Tellingly, and showing yet again the differential treatment Mrs. Leakes was subjected to and the related more favorable treatment that Zolciak-Biermann continued to receive, Zolciak-Biermann was apparently allowed to continue to speak publicly, promote herself, etc. without being required to lay low. As one example, on or about October 10, 2017, Zolciak-Biermann appeared on Larry King's live show during which she continued to attack Mrs. Leakes, such as

by dismissing Mrs. Leakes' concerns about racially-offensive conduct as: "It's a card that sometimes they play and it's gross. And I won't allow it." Mr. King then asked what would happen if they both (Mrs. Leakes and Zolciak-Biermann) continued on the show in Season 10. Zolciak-Biermann's response was: "I'll probably be on the eleventh and she won't."

- 4. Zolciak-Biermann continued to get the message that racially-offensive conduct was acceptable to NBC, Bravo, and True. Not surprisingly, she continued to display racial insensitivities throughout the season contributing to the hostile work environment.**

94. Later during Season 10, it became even more clear that Zolciak-Biermann did not learn a lesson and that her racially-inappropriate and offensive ways would continue unabated. This was the predictable result of her employer attacking the person who exposed her racially-offensive behavior rather than sending a stern message to Zolciak-Biermann that it needed to stop or she would be without a job.

95. During Season 10's reunion itself (which aired in April 2018), Zolciak-Biermann was called to task by not only Mrs. Leakes, but also other housewives, for her and her daughter's claim that Mrs. Leakes' house was filled with cockroaches. Even as some of the other Black housewives tried to explain to Zolciak-Biermann that the claim of cockroaches was racially offensive and carried racial undertones conjuring up images of Black people living in the projects, Zolciak-Biermann

responded that the suggestion that the reference to cockroaches could be racially inappropriate was “ridiculous” and “reaching.” Zolciak-Biermann adamantly defended her conduct: “It has nothing to do with the projects or none of that shit. A roach is a roach.”¹⁸

96. Her alibi ignored the obvious: they were not roaches. It also ignored the perspective of the Black women who told her that, to them, it was racially-offensive. Within minutes of this exchange, Zolciak-Biermann stormed off the stage and refused to finish out the reunion show.

97. After she stormed off the stage, Zolciak-Biermann’s racial-insensitivity did not stop – it escalated. Zolciak-Biermann ushered Andy Cohen into a bathroom where Zolciak-Biermann protested, in relation to Mrs. Leakes: “That bitch knows I’m not fucking racist. NeNe knows I’m not racist. You know why you have not found another white woman to sit on that motherfucker? Cause nobody’s dumb enough to do that.” Zolciak-Biermann continued after Sheree Whitfield walked into

¹⁸ Her alibi was remarkably similar to her alibi for the “chicken” comment directed at Mrs. Leakes literally ten years earlier. Then, in defending against the claim that her statement “I don’t want to sit around with NeNe and eat chicken” was not race-based at all, Zolciak-Biermann claimed: “[T]hat is the most ridiculous statement I have ever heard. Considering I am on the show with four African-American women, I am working an African-American music producer, and 50% of my friends are African-American I highly doubt I am racist or that I intended that comment to be considered as such. ... Chicken, hot dogs, hamburger’s – what’s the difference? It was a cook-out. I didn’t know that would be a racial slur...”

the room: “Put yourself in my shoes. Five African-American women just hammering. I couldn’t even speak! Like, my mind’s a fucking whirlwind. This whole racism thing in this day and age is bullshit. Like – every one of those mother fuckers on that couch owe this world a fucking apology for this racism shit. They already tried to claim that shit long ago. Sheree, as you know. Nobody really bought into it ‘cause social media wasn’t there, and racism wasn’t fucking all that real.”¹⁹

98. Later, Zolciak-Biermann made a half-hearted apology. But far from reflecting genuine remorse and having learned her lesson, she blamed production for supposedly “edit[ing] out of context” her statements. Months later, she – the perpetrator of the racially-offensive conduct – continued to play the victim, reportedly stating that she was “traumatized” by the events that occurred during the reunion’s filming and protesting that she was treated “unfair” and would “never” return to the show again.

99. And most important of all, upon information and belief, NBC, Bravo, and True did not repudiate and disavow Zolciak-Biermann’s racially-inappropriate conduct and statements by severing ties with her. They did the opposite. They

¹⁹ In this post-reunion exchange, Zolciak-Biermann complained that the reunion portrayed her negatively. Andy Cohen responded: “Well, guess what? I gotta’ tell you something. There was nothing positive unfortunately in your story from the season. It was all combative. It was. Because your whole time on the show was combative. It was.”

continued to embrace her and allow her to make millions advancing her brand through the continued carrying of her show, *Don't Be Tardy*, which ran for eight seasons in total from April 2012 until May 2021.

100. Indeed, far from repudiating Zolciak-Biermann's race-based inappropriate conduct, they quickly became apologists for her. For example, in May 2018 – the month after the Season 10 reunion episodes aired – Andy Cohen gave an interview on *The Jenny McCarthy Show* during which he stated: “Atlanta this season – I had a really rough time for the last chunk of that when Kim was on because it got very ... I hate a five against one situation ... because it's a gang up and the problem is that Kim was not ... she ... it's less problematic when the person is good at kind of sticking up for themselves. But Kim was not having an easy time with her words. She was making it harder for herself. So the whole thing. It just. And in retrospect, in thinking of it when it was really ... no one was listening to me and I really did not have control of the room and I wish that I had walked off of that reunion because I have never walked off. Everyone else has walked off. And the next day I was real ... I was like, ‘Damn it! You should have walked off. Like why didn't you walk off?’”

101. In other words, the month after Zolciak-Biermann's racially-offensive rant, Cohen's takeaway was that he should have left the show rather than that NBC, Bravo, and/or True should have taken steps to educate and train Zolciak-Biermann

on her racially-outdated, racially-insensitive behavior and take remedial, corrective action against her. The problem, in Cohen's eyes, was not that Zolciak-Biermann had offended her Black coworkers for now over a decade. The problem in Cohen's eyes is that they ganged up on her. Nevermind that they ganged up on her because these Black women were tired of the white woman's literal-decade-long racially-offensive behavior that was condoned, tolerated, and accepted by NBC, Bravo, and True.

102. Mrs. Leakes, and some of the other Black housewives, got the message loud and clear. Speaking for NBC, Bravo, and True, Cohen validated Zolciak-Biermann's perspective and suggested that the problem was that the offended Black women were speaking up against the offensive white woman who should have been protected instead.

D. Seasons 11 & 12: The retaliation, harassment and discrimination against Mrs. Leakes continues.

103. While Season 11 (which aired from November 4, 2018 through May 12, 2019) brought the benefit of the overtly-racially-offensive Zolciak-Biermann no longer being on the show, NBC, Bravo, and True's retaliatory animus, and discriminatory and harassing ways, unfortunately remained. The threats to Mrs. Leakes that her calling out Zolciak-Biermann's racially-offensive behavior was "not good for business" and she needed to "take it off line" – all of which were made in writing – continued to be made good on. They resorted to a combination of major

attacks and micro-aggressions at Mrs. Leakes continuing to perpetuate a hostile working environment.

104. Among other things, and offered by way of illustration and not limitation, in Season 11, Mrs. Leakes was subjected to the following all of which was discriminatory, retaliatory and contributed to the hostile work environment:

- a. Mrs. Leakes was given an insufficient contractual guarantee regarding the number of episodes she was guaranteed for Season 11.
- b. Mrs. Leakes was subjected to differential treatment and excessive discipline compared to others who engaged in similar conduct. For example, an incident in an episode that aired on March 3, 2019 (filmed in September or October 2018) was blown out of proportion and escalated into a supposed major concern. That day, Mrs. Leakes was within twenty-four (24) hours of learning that her husband was diagnosed with cancer. She was obviously distraught, concerned, and afraid. She wanted to not have to film that day. But, she had no choice: she had to go forward with a previously scheduled party at her house that was to be filmed with her fellow housewives. Distraught by the personal news she had just heard, she plowed through with her work responsibilities. In doing so, Mrs. Leakes made clear to everyone that her personal closet in her bedroom was off-limits that day. Even though she made clear nobody was allowed to go into her closet, Porsha Williams and Kandi Burruss went into her closet anyway. And then a cameraman followed.

Upset, Mrs. Leakes grabbed the cameraman by his shirt and stopped him from continuing to enter into the closet. The cameraman was a large, strong man who knew Mrs. Leakes. He was not worried or scared of her. She then angrily told her fellow housewives to get out of her closet. Exchanges like this are commonplace on the show – indeed, far worse often happens. Yet, this issue was blown out of proportion, including by executives from NBC, Bravo, and/or True who used it as an example of alleged concern regarding Mrs. Leakes’ continued involvement on the show. This included the false insinuation or claim that Mrs. Leakes had physically assaulted Kandi Burruss, who was pregnant at the time. The suggestion from NBC, Bravo, and/or True that Mrs. Leakes’ conduct in this instance was genuinely troubling and a source of concern is belied by the historical evidence of how NBC, Bravo, and/or True handled other instances of alleged violent or physical behavior occurring with the Housewives franchise. But perpetuating race-based stereotypical, double-standards, NBC, Bravo, and True demanded that Mrs. Leakes be less combative and aggressive – conjuring up the stereotypical view of an “angry Black woman.” Upon information and belief, these same standards have not been applied to white housewives who have been permitted to engage in aggressive, combative and violent behavior. For example, by way of illustration and not limitation, two white housewives (Kim Richards and Luann de Lesseps) were both arrested for incidents which included assaultive behavior on police officers. As

another example, in an episode of *RHONJ*, when Danielle Staub told Teresa Giudice to “pay attention,” Giudice went ballistic, flipped the table over at Staub and was so out of control that she needed to be escorted away by her husband who held her back. Or, *RHOC* housewife Tamara Judge physically and aggressively pushed Jeana Keough from behind with both arms after throwing a glass of wine in her face. These and other similar incidents have occurred regularly among the white housewives. But, perpetuating the stereotypical perspective of the “angry Black woman,” NBC, Bravo, and True demanded that Mrs. Leakes be less combative and aggressive. These other housewives notably share in common that they did not raise concerns about racial discrimination or mistreatment, and they are not Black.

c. Mrs. Leakes was denied the right to do other work other than filming for *RHOA*, when other housewives (who had not spoke out against racially-offensive treatment) were permitted the right to do other work. As one example, in or about November 2018, Bravo denied Mrs. Leakes the right to appear at the Soul Train Awards claiming an alleged conflict with the *RHOA* season opener. But there was no conflict – approximately one week separated the *RHOA* season opener and Mrs. Leakes’ planned appearance at the Soul Train Awards. Yet, during this same season, Bravo cleared Kandi Burruss to be a cast member on the new season of *Celebrity Big Brother*, which aired on a major network at the same time as *RHOA* –

creating a direct conflict.²⁰

d. As had occurred in the past, NBC, Bravo, and True continued the underlying systemic discrimination by continuing to treat the Black housewives, and their shows, as second class and inferior to the white housewives, and their shows. This differential race-based treatment across the different shows manifest itself in many ways, including, without limitation and offered merely by way of example: (1) the trips planned for the *RHOA* show were typically inferior trips to less prestigious, desirable locations; (2) the manner of travel to attend the trips was far inferior – as one example, the *RHOA* were supplied an old Sprinter bus to drive from Atlanta to Florida (which ended up having a flat tire on the way), in marked contrast with the luxurious private jets that the white housewives would often take on their vacation trips²¹; (3) the glam – *e.g.*, hair, makeup, etc. – offered to the Black housewives, and their shows, was less than and inferior to that offered to the white housewives, and their shows; (4) the promotional materials for the Black housewives were not treated

²⁰ Mrs. Leakes raised concerns about this differential treatment in, among other times, January 2019. Her concerns were effectively ignored.

²¹ Internal written communications from one *RHOA*'s show runners and executive producers confirms that pressure had to be put on NBC and Bravo to allow the Black housewives from *RHOA* to get a real trip comparable to those often seen in the White franchises. This show runner and executive producer admitted: **“We had to really pressure and turn it on in order to get RHOA on a trip as big and expensive as Greece, so expectations are very high for all of us (as they usually are).”** (bold and underline in original).

in the same manner as the materials for the white shows – *e.g.*, lower budget; old, outdated photos; failing to touch up in the same manner, etc.

105. At the same time, NBC, Bravo, and True continued to make clear during Season 11 that they had little tolerance for anyone calling out the systemic racial bias within the industry generally and their companies specifically.

106. As one example: On February 24, 2019, the Oscars were held at the Dolby Theatre in Hollywood, California. NBC owned network E-Entertainment held a red-carpet show for the Oscars – *E! Live from the Red Carpet*. That same day, Mrs. Leakes posted a comment on the Instagram page of Brad Goreski. Mr. Goreski is a white male who hosted *E! Live from the Red Carpet* that day, and Mrs. Leakes and Mr. Goreski were on friendly terms. Mrs. Leakes' comment to Mr. Goreski's Instagram page pointed out the glaring fact that the network did not have any person of color working on the prominent, pre-show red carpet. In response to her posting on Mr. Goreski's Instagram page, executives from the network contacted Mrs. Leakes' team and demanded that she remove the comments she posted on Mr. Goreski's page.

107. After Season 11 came to an end, the retaliatory, discriminatory and harassing treatment of Mrs. Leakes continued – both in the negotiations of a deal for Season 12 and in Season 12 itself. To begin, NBC, Bravo, and True engaged in retaliatory, bad-faith contractual negotiations. For example, by way of illustration

and not limitation, Mrs. Leakes was not offered a contract for Season 12 until after the Season had already filmed a substantial number of episodes. This was not typical, and it was retaliatory. She was also again offered a lowered number of guaranteed episodes than she should have been offered.

108. NBC, Bravo, and/or True continued to blacklist Mrs. Leakes and sabotage her attempts to secure other work beyond *RHOA*. For example, by way of illustration and not by way of limitation, Mrs. Leakes was in talks ongoing to start a new show on Sirius XM radio. Upon information and belief, NBC, Bravo (including Cohen specifically) and/or True interfered with, and sabotaged, this effort. Indeed, Cohen has admitted that he told Sirius XM that Mrs. Leakes would demand a lot of money for any role on a radio show, an obvious effort to prevent her from getting such a deal. She was also in development talks to do other shows, such as her own show. NBC, Bravo, and True had previously expressed support for these ideas. But now, they began to reject and turn a cold shoulder to the idea of additional shows or endeavors for Mrs. Leakes. At the same time, however, they did negotiate and close a deal with another *RHOA*: Kandi Burruss secured a deal for her own spin-off, *Kandi & the Gang*. Mrs. Burruss had not been vocal in calling out the racially-inappropriate behavior over the years to the degree that Mrs. Leakes had been.

109. When Mrs. Leakes began to film Season 12, the problems continued.

She was iced out and not regularly scheduled with the other housewives. Instead, the schedule provided to her by production consisted primarily of her filming without the rest of the housewives, often only with her own family. At the same time, NBC, Bravo, and/or True leveled frequent criticism at her for supposedly not properly integrating with the rest of the housewives. In reality, she was being put in an intentional Catch-22: she was denied opportunities to film with the rest of her fellow housewives by being scheduled to film without them, but simultaneously criticized for not integrating into the group. They also used other castmates to marginalize and ostracize Mrs. Leakes, and these individuals would report back to production any issues with Mrs. Leakes in an effort to further contribute to the hostility of the working environment. Mrs. Leakes reported her concern that the scheduling was intentionally done to create this problem, and she supplied evidence of weeks of schedules that isolated her from the rest of the housewives. Yet, the isolation continued as the goal was to marginalize Mrs. Leakes and turn others against her.

110. She was also subjected to other differential treatment. For example, by way of illustration and not limitation, while the routine practice is that all cast members were provided a link each week in advance of the week's episode in order to view the episode in advance, Mrs. Leakes was regularly not sent the link. In fact, in December 2019, she had to specifically inquire as to why "as a full time

housewife under contract” she still had “to send an email each week asking for the link to view the episode.”

111. As Season 12 approached the reunion filming, Mrs. Leakes, and her other fellow Black housewives, learned that they would have to shoot the Reunion footage from their respective homes given the COVID-19 pandemic, but that NBC, Bravo, and True “will not cover any hair and make up costs during this time.” Together, they wondered if the non-Black shows were given such benefits, and they reported their concerns, to no avail.

112. Then, during the reunion itself, retaliatory attacks at Mrs. Leakes continued, including, without limitation, the following:

113. First, traditionally, all housewives will wear the same colors to the reunion shows. Mrs. Leakes was lied to and told to wear a darker color when the entire rest of the housewives appeared on the reunion show wearing white. Mrs. Leakes showed up in a black outfit when all her fellow housewives were dressed in matching white outfits. She stopped mid-show and changed to a white outfit to match her fellow housewives.

114. Second, during the season, Mrs. Leakes had severe conflict with Yovanna Momplaisir who was not a regular housewife and also did not have a “friend” or any contract with the show, but appeared sometimes on *RHOA*. NBC, Bravo, and/or True, consistent with past practice, agreed to Mrs. Leakes’ request

that Momplaisir was no longer allowed on the show. Mrs. Leakes explained that her mental health would suffer if Momplaisir was allowed to continue to attack her. Despite promising Mrs. Leakes that she would not be allowed back onto the show, NBC, Bravo, and/or True reneged and allowed Momplaisir to attend the reunion show despite that she was not even a housewife. Apparently, NBC, Bravo, and True made an exception to the rule of deference to housewives' requests of this nature knowing that Momplaisir would appear at the reunion to attack Mrs. Lakes – exactly as NBC, Bravo, and True wanted.

115. Eventually, the ordeal took its toll on Mrs. Leakes, and she left the reunion before it was completed. NBC, Bravo, and True then retaliatorily docked Mrs. Leakes' pay.

E. Season 13: As the Black Lives Matter movement swept our nation, Mrs. Leakes – Bravo's historically most successful Black female talent – should have been embraced by NBC, Bravo, and True. Instead, NBC, Bravo, and True forced her out of the "house she built" denying her a regular role and excluding her from the early season filming that would address the BLM movement. Then, as she pushes back against the discrimination, harassment and retaliation again, they retaliatorily renege on a development deal that was previously on the table as well as any other potential ventures cutting her out entirely.

116. In the spring and early-summer 2020, as the Black Lives Matter (BLM) movement swept our nation. The *RHOA* housewives discussed the fact that NBC and Bravo should allow them – the original Black housewives show – to participate

in filming relating to the BLM movement. This led to discussions among the housewives with executives from NBC, Bravo, and/or True.

117. In a tweet from May 31, 2020, Bravo announced: “Bravo stands in solidarity with the Black community against systemic racism and oppression experienced every day in America. We owe it to our Black staff, talent, production partners & viewers to demand change and accountability. To be silent is to be complicit. #BlackLivesMatter.”

118. But while tweeting as if it cared about the plight of Black America, behind the scenes NBC, Bravo, and True were plotting to continue to retaliate against Mrs. Leakes for her standing up against race-based mistreatment she had long endured.

119. In or about June 2020, Mrs. Leakes received a call from Shari Levine (Executive Vice President, Production) who told Mrs. Leakes: “I want you to sit out for Season 13. You can come back on Season 14.” Mrs. Leakes was shocked. According to Cohen, “#RHOA is the house that NeNe built!” According to Eskelin, ““RHOA is not RHOA without [NeNe].” But now, in the midst of this unprecedented moment in American history for the African-American community, she was again being sidelined.

120. Mrs. Leakes pressed for an explanation for why – at this critical moment for Black America – she was being sidelined. Levine offered no answer

that made any sense. At times, Levine justified the decision because Mrs. Leakes had walked off the reunion. But this happens with some level of frequency, and the housewife is not typically banished. This excuse smacked of more differential treatment. Other (white) housewives have walked off reunion sets only to either return the next year or, alternatively, receive their own spin-off show. The call ended without any agreement or mutual understanding.

121. Approximately one week later, Levine called back. She continued to tell Mrs. Leakes that she needed to sit out of Season 13. But Levine suggested they could offer Mrs. Leakes a development deal for a show based on her Linnethia Lounge in Duluth, Georgia. This development deal came with a paltry one hundred-and fifty-thousand-dollar (\$150,000) offer.

122. In these discussions, Mrs. Leakes begged that if they were going to kick her off the show, at least give her a sendoff that was appropriate in light of her years of service. Levine played dumb, acting as if the creative side of the network could not figure out how to do this. Even this request for a bit of humanity and dignity was denied outright.

123. Thereafter, Mrs. Leakes' team began negotiations with NBC, Bravo, and True. Through these negotiations, NBC, Bravo, and True continued to retaliate, discriminate against and harass Mrs. Leakes. They ultimately offered Mrs. Leakes the demotion of a mere six (6) episodes in Season 13. And these six (6) episodes

were to be filmed later in the season, effectively ensuring that Mrs. Leakes would not participate in the episodes focused on or highlighting the BLM movement. Yet, they still offered no legitimate explanation for why. Indeed, the varied explanations shifted with time. Initially, Mrs. Leakes was told that she needed to sit the season out because she had walked off the reunion show. Later during negotiations, the executives suggested part of why they wanted her to sit out was because of an ill-conceived comment Mrs. Leakes made to a heckler at a comedy show she was performing at. This was just another instance of dredging up stale excuses: these events occurred back in October 2017.

124. Mrs. Leakes and/or her team continued to try to negotiate a successful resolution with NBC, Bravo, and True.

125. But as NBC, Bravo, and True continued to refuse to reach a fair, non-retaliatory and non-discriminatory deal with Mrs. Leakes, they moved forward with their plan to sideline her during this historic time, refusing to negotiate in good faith and instead negotiating out of retaliatory and discriminatory animus.

126. On August 9, 2020, Bravo aired *Race in America: A Movement Not a Moment*, which, according to Bravo, was an “open dialogue feature[ing] ten outspoken Bravolebrities, Black and White, who share their perspective on race relations today and how we can move forward with hope.” Included among the Bravolebrities were *RHOA* housewife Kandi Burruss who also received executive

producer credit. Noticeably absent was Mrs. Leakes, who had been sidelined.

127. Eventually, Mrs. Leakes spoke up again calling out the race-based mistreatment. Among other things, she publicly called out Andy Cohen for his race-based mistreatment of her and she called on a boycott of Bravo recounting some of the years of race-based mistreatment she was subjected to. In response, NBC, Bravo, and True doubled-down on their retaliation: now, they reneged on their offer of the development deal show. The offer that was previously on the table was explicitly now revoked after she leveled race-based mistreatment allegations at Cohen. They also then cut-off future negotiations for continued employment on *RHOA* or otherwise.

128. More recently, Mrs. Leakes spoke with Eskelin. Again, the truth came out. Eskelin called Mrs. Leakes to discuss the passing of Mrs. Leakes' elderly Aunt, who had effectively raised Mrs. Leakes. In this discussion, Eskelin acknowledged: "NeNe, I thought we could work this out but you called Andy a racist." With this, the truth came out. NBC, Bravo, and True have an unwritten rule: do not accuse us of race-based misconduct. And, certainly, do not accuse Cohen of it – even if he participated in, fostered, and turned a blind eye for years to it. Once Mrs. Leakes did that, her fate was sealed and her career with NBC, Bravo, and True was over. It was just a matter of time.

129. In short, to this day, NBC continues to stand behind and ratify its

previous discriminatory offer to Mrs. Leakes retaliatorily refusing to negotiate fair, equitable and non-discriminatory terms with her. She has been sidelined and kicked-out of the “house that she built.”

130. Moreover, upon information and belief, NBC, Bravo, and/or True have actively worked behind the scenes to blacklist Mrs. Leakes, interfering with other potential employment ensuring that not only will she not work for them, but also that she cannot work for others. This is post-termination retaliation, and it continues to this day. Given Mrs. Leakes’ broad successful professional career to date, she is primed to be able to continue to work in the entertainment industry space. However, since her calling out the race-based mistreatment she received while working on *RHOA*, doors across the industry have closed on her. Upon information and belief, NBC, Bravo, and/or True are acting out of retaliatory animus to block her from obtaining other employment.

III. NBC, BRAVO, AND TRUE’S ATTEMPT TO SILENCE VICTIMS OF DISCRIMINATION THROUGH AN UNFAIR, UNCONSCIONABLE, ONE-SIDED FORCED ARBITRATION AGREEMENT.

131. To try to shield itself from public scrutiny of its unlawful employment-related practices like those detailed herein, NBC, Bravo, and/or True have also required as a condition of employment Mrs. Leakes, and others, to submit to boilerplate, non-negotiable, “take-it-or-leave it” “Standard Terms and Conditions,

and Arbitration Provision” in order to be allowed to work on the *Real Housewives* show. This “Standard Terms and Conditions, and Arbitration Provision” contained multiple boilerplate, non-negotiable and required as a mandatory condition of working on the show. Yet, it contained multiple provisions that are unlawful and contrary to public policy, including, by way of illustration and not limitation, the following.

132. First, even though the work being performed was being performed in, and based out of Atlanta, Georgia, the “Standard Terms and Conditions, and Arbitration Provision” purported to require the filing of a mandatory, confidential behind-closed-doors arbitration proceeding in the State of New York to be governed by “the internal, substantive law of the State of New York, applicable to contracts negotiated, created, and fully performed within the State, regardless of where performance of this Agreement may actually occur.” It further provides that “[t]he exclusive venue of any such proceedings under paragraphs (d) and (e) shall be the appropriate state and federal courts in the State of New York.” It also purports to have the parties waive objections to this New York venue. All of this is unlawful, unconscionable, and against public policy.

133. Second, it purported required the victim of discrimination, harassment or retaliation to pursue such claims in a confidential, closed-door arbitration proceeding but then preserved NBC, Bravo, and/or True’s right to file claims it

would likely bring in court, including, for example, claims relating to injunctive relief. This is unconscionable, unlawful, and/or contrary to public policy.

134. Third, while it purports to require arbitration “pursuant to the mediation and arbitration procedures of JAMS, and administered by JAMS or its successors (‘JAMS’) in accordance with the comprehensive rules and procedures, including the optional appeal procedure, of JAMS (‘JAMS RULES’), as modified by this agreement.” Yet, it does not attach or include the governing JAMS rules. This, too, is unconscionable, unlawful, and/or contrary to public policy.

135. Fourth, it purports to require arbitration before “an experienced entertainment or labor or employment arbitrator licensed to practice law in New York or a Retired Judge.” While this language is ambiguous, to the extent that it requires a retired Judge from New York state, or an arbitrator licensed to practice in New York, it is unconscionable, unlawful, and/or contrary to public policy given the fact that the employment relationship and services rendered were occurring in and based out of Atlanta, Georgia.

136. Fifth, it denies the parties, and the public, of common law and constitutional rights of access to the courts. The clause expressly states that “any ... arbitration shall be confidential (except as information may be required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder).” This, too, is unconscionable, unlawful, and/or contrary to

public policy.

137. Sixth, it imposes severe limits on discovery, the effect of which would be to undermine non-waivable statutory rights involving discrimination, harassment, and retaliation. This, too, is unconscionable, unlawful, and/or contrary to public policy.

138. Seventh, it purports to deprive victims of statutory discrimination, harassment and/or retaliation from all remedies allowed under their non-waivable statutory claims. For example, it purports to “waive the right to seek punitive or exemplary damages and in no event shall either party be liable for such damages” and “[t]he arbitrator shall not have the authority to grant any remedies the parties have waived (including, without limitation, any waiver of punitive or exemplary damages contained in this agreement.”). This, too, is unconscionable, unlawful, and/or contrary to public policy.

139. Eighth, it purports to require each party to bear their own attorneys’ fees and costs, and specifically provides that “the prevailing party shall not be entitled to any award of attorney’s fees or costs from the other party.” This, too, is unconscionable, unlawful, and/or contrary to public policy.^{20F}²²

²² The “Standard Terms and Conditions, and Arbitration Provision” also provides: “To the extent required by law, Artist and Producer agree that with respect to the arbitration of any federal or state claim brought by Artist that arises from unwaivable public rights, whether statutory or nonstatutory, the following shall apply: the arbitrator may award any remedy that would otherwise have been

140. Moreover, the purported obligation to arbitrate is inconsistent with the fact that the letter of understanding dated March 26, 2010 between True and Mrs. Leakes confirmed her right to seek redress in court for any breach of the agreement. (“3. Remedy for Breach. Artist’s only remedy for a breach of any provision or provisions of this Letter shall be an action for damages, if any, incurred by Artist as a result of such breach, and in no event shall Artist have the right to injunctive or other equitable relief or to enjoin or restrain or otherwise interfere with the distribution or other exploitation of the Series or any rights derived therefrom or ancillary thereto.”).

141. In any event, to the extent that NBC, Bravo, and/or True were to try to enforce this arbitration clause against Mrs. Leakes in this action, they cannot do so legally because they have failed a condition precedent to arbitrating.

142. The “Standard Terms and Conditions, and Arbitration Provision” also contained clauses purporting to address a “WAIVER OF PRIVACY AND OTHER CLAIMS,” “DANGEROUS ACTIVITIES,” “RELEASE AND AGREEMENT NOT TO SUE,” “ADDITIONAL RISKS,” and “RELEASE OF UNKONWN

available in court; Artist and Producer shall be permitted discovery adequate to secure the necessary information to present such claim or defense against such claim; and Producer shall pay all types of costs that are unique to arbitration.” To date, NBC, Bravo, and/or True have not committed that the foregoing would apply to any arbitration of this matter.

CLAIMS.” These clauses purport to effectuate broad and all-encompassing pre-dispute exculpation of Defendants that prohibit redress in a court of law or otherwise. To the extent that they purport to prohibit resort to the courts or otherwise in situations involving discrimination and/or harassment based on race, or retaliation for reporting the same (or purport to require the victim to indemnify those who committed, participated in, encouraged and/or allowed the discrimination, harassment, or retaliation), they are unconscionable, unlawful, and/or contrary to public policy and unenforceable as such. Yet, nothing in the “Standard Terms and Conditions, and Arbitration Provision” expressly purported to release or give-up the right to freedom from discriminatory or harassing mistreated based on race or protection from retaliation for reporting race-based mistreatment.

FIRST CLAIM FOR RELIEF

Retaliation Against All Defendants

(42 U.S.C. § 1981)

143. Plaintiff hereby re-alleges and incorporates by reference all allegations in each and every preceding paragraph as if fully set forth herein.

144. Under 42 U.S.C. section 1981, “[a]ll persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by

white citizens....” 42 U.S.C. §1981(a).

145. Plaintiff is African-American who was employed by and/or in a contractual relationship with the entity Defendants. As to the individual Defendants, each of them was causally linked through their own actions, conduct and/or inactions or failures to act, to the retaliatory conduct alleged herein.

146. Plaintiff engaged in legally-protected activity as detailed herein.

147. After Plaintiff engaged in legally-protected activity, she was subjected to retaliatory treatment, including through the creation of a retaliatory hostile work environment and through other adverse employment actions.

148. Plaintiff’s legally-protected activity was a but-for cause of the retaliatory conduct described herein.

149. At all relevant times, Defendants had actual and/or constructive knowledge of the retaliatory conduct described and alleged herein above, and condoned, ratified, participated in and/or allowed the retaliatory conduct to exist all at least in reckless disregard of Plaintiff’s federally-protected rights.

150. As a direct and proximate result of Defendants’ acts and conduct, Plaintiff has suffered economic losses and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to any provision of law providing for pre-judgment interest.

151. As a further direct and proximate result of Defendants' acts and conduct, Plaintiff has been caused to, and did, suffer and continues to suffer general damages (*e.g.*, emotional and mental distress, loss of enjoyment of life, etc.).

152. Defendants committed the acts herein alleged with malice and/or reckless indifference to Plaintiff's federally-protected rights such that punitive damages are proper to punish and/or make an example of Defendants. The corporate employer Defendants are liable for punitive damages because a management official of said Defendant personally acted with malice or reckless indifference to Plaintiff's federally-protected rights both in engaging in the conduct and in ratifying it when it was done by others. Thus, Plaintiff is entitled to punitive damages from Defendants in an amount according to proof.

153. Plaintiff will also seek and is entitled to recover attorneys' fees in connection with this cause of action under 42 U.S.C. section 1988.

SECOND CLAIM FOR RELIEF

Discrimination Based on Race/Color/Ethnicity/Ancestry

Against All Defendants

(42 U.S.C. § 1981)

154. Plaintiff hereby re-alleges and incorporates by reference all allegations in each and every preceding paragraph as if fully set forth herein.

155. Plaintiff is a member of a protected group based on her race (African-

American), color (Black), ethnicity (non-White, non-Hispanic or Latino), and/or ancestry (African).

156. Plaintiff was employed by and/or in a contractual relationship with the entity Defendants. As to the individual Defendants, each of them was causally linked through their own actions, conduct and/or inactions or failures to act, to the discriminatory conduct alleged herein.

157. Under 42 U.S.C. section 1981, “[a]ll persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens....” 42 U.S.C. § 1981(a).

158. As detailed herein, Defendants, through their agents and employees, discriminated against Plaintiff in the making and enforcing of a contract, denying her full and equal benefit of all laws enjoyed by white citizens, as detailed herein.

159. Plaintiff was subjected to an adverse employment action because of her race/color/ethnicity/ancestry as detailed herein. Plaintiff’s race, color, ethnicity, and/or ancestry was/were a but for cause of the adverse employment actions and other discriminatory conduct and practices she was subjected to, as detailed above.

160. At all relevant times, Defendants had actual and constructive knowledge of the discriminatory conduct described and alleged herein above, and

condoned, ratified, participated in and/or allowed the discrimination to exist all at least in reckless disregard of Plaintiff's federally-protected rights.

161. As a direct and proximate result of Defendants' acts and conduct, Plaintiff has suffered economic losses and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to any provision of law providing for pre-judgment interest.

162. As a further direct and proximate result of Defendants' acts and conduct, Plaintiff has been caused to, and did, suffer and continues to suffer general damages (*e.g.*, emotional and mental distress, loss of enjoyment of life, etc.).

163. Defendants committed the acts herein alleged with malice and/or reckless indifference to Plaintiff's federally-protected rights such that punitive damages are proper to punish and/or make an example of Defendants. The corporate employer Defendants are liable for punitive damages because a management official of said Defendant personally acted with malice or reckless indifference to Plaintiff's federally-protected rights both in engaging in the conduct and in ratifying it when it was done by others. Thus, Plaintiff is entitled to punitive damages from Defendants in an amount according to proof.

164. Plaintiff will also seek and is entitled to recover attorneys' fees in connection with this cause of action under 42 U.S.C. section 1988.

THIRD CLAIM FOR RELIEF

Hostile Work Environment Harassment

Against All Defendants

(42 U.S.C. § 1981)

165. Plaintiff restates and incorporates by reference each and every allegation in all preceding paragraphs as though fully set forth herein.

166. Under 42 U.S.C. section 1981, “[a]ll persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens....” 42 U.S.C. §1981(a).

167. Plaintiff was employed by and/or in a contractual relationship with the entity Defendants. As to the individual Defendants, each of them was causally linked through their own actions, conduct and/or inactions or failures to act, to the creation and/or maintenance of the hostile environment alleged herein.

168. Plaintiff was subjected to severe or pervasive workplace harassment, and the creation of a hostile work environment, based on race, color, national origin, and/or ethnicity that resulted in a denial of equal employment opportunity actionable under 42 U.S.C. section 1981.

169. Defendants, and their agents and/or employees, subjected Plaintiff to

race-based harassing conduct that was sufficiently severe or pervasive to alter the conditions of Plaintiff's employment and create a hostile and abusive working environment. The harassing conduct was committed by supervisory employees and, to the extent it was committed by any non-supervisory coworkers, Defendants knew of the conduct and failed to take reasonable action to prevent and stop it.

170. Given the totality of the circumstances, as detailed herein and above, Plaintiff's workplace was subjectively and objectively hostile and offensive to someone in Plaintiff's circumstances, and it was in fact subjectively hostile and offensive to Plaintiff.

171. At all relevant times, Defendants had actual and constructive knowledge of the harassing and hostile conduct described and alleged herein above, and condoned, ratified, and participated in the harassment and hostility, all in reckless disregard of Plaintiff's federally-protected rights.

172. As a direct and proximate result of Defendants' acts and conduct, Plaintiff has suffered economic losses and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to any provision of law providing for pre-judgment interest.

173. As a further direct and proximate result of Defendants' acts and conduct, Plaintiff has been caused to, and did, suffer and continues to suffer general

damages (*e.g.*, emotional and mental distress, loss of enjoyment of life, etc.).

174. Defendants committed the acts herein alleged with malice and/or reckless indifference to Plaintiff's federally-protected rights such that punitive damages are proper to punish and/or make an example of Defendants. The corporate employer Defendants are liable for punitive damages because a management official of said Defendant personally acted with malice or reckless indifference to Plaintiff's federally-protected rights both in engaging in the conduct and in ratifying it when it was done by others. Thus, Plaintiff is entitled to punitive damages from Defendants in an amount according to proof.

175. Plaintiff will also seek and is entitled to recover attorneys' fees in connection with this cause of action under 42 U.S.C. section 1988.

FOURTH CLAIM FOR RELIEF

For Declaratory Judgment

176. Plaintiff restates and incorporates by reference each and every allegation in all preceding paragraphs as though fully set forth herein.

177. Plaintiff is informed and believes and thereupon alleges that Defendants contend that Plaintiff purportedly entered into a contractual agreement to arbitrate any claims and be subject to any limitations of remedies or procedure contained therein.

178. Plaintiff believes that, even if Defendants could establish that Plaintiff,

in fact, entered into such an agreement, it is invalid, unenforceable, unconscionable, and contrary to public policy of the United States, the State of Georgia and, if applicable, the State of New York.

179. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties in that Plaintiff contends that the purported agreement is unenforceable, unconscionable, and contrary to public policy of the United States, the State of Georgia and, if applicable, the State of New York, yet Defendants contend it is enforceable.

180. Plaintiff seeks a declaratory judgment that she is not bound to arbitrate or, in the event that she is, only after severance of the offending terms. However, in the event that there is a final judicial determination that the purported arbitration agreement is valid and enforceable, Plaintiff will and hereby conditionally does agree to pursue the claims in such forum provided. However, Plaintiff contends that the purported agreement is unenforceable, unconscionable, and contrary to public policy of the United States, the State of Georgia and, if applicable, the State of New York such that it should not be enforced and she seeks a declaration of her rights and duties in this regard.

181. A judicial determination is necessary and appropriate at this time under the circumstances in order to enable Plaintiff to determine her rights, duties, responsibilities and/or obligations relating to the claimed agreement to arbitrate.

182. Plaintiff is not seeking to avoid the purported arbitration agreement if it is determined that the agreement (whether in present form or as severed) is enforceable and/or not invalidated. If a valid and final judgment determination of the Court is that Plaintiff is bound by the agreement and the agreement may be enforced, Plaintiff will comply and thus does not wholesale repudiate the agreement to the extent one exists. However, if a judicial determination is made that no agreement exists or the purported agreement cannot be enforced, Plaintiff seeks a declaration that she is permitted to proceed in Court with respect to the claims asserted herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For general and special damages, according to proof;
2. For loss of earnings and earning capacity, according to proof;
3. For punitive and/or exemplary damages in an amount to punish Defendants to the extent allowed by law;
4. For attorneys' fees in prosecuting this action to the extent allowed by law;
5. For pre-judgment interest to the extent allowed by law;
6. For post-judgment interest to the extent allowed by law;
7. For costs of suit incurred herein;

8. For declaratory relief as sought herein;
9. For injunctive relief (including but not limited to stopping the unlawful practices alleged herein); and
10. For such other and further relief as the Court deems just and proper.

This 20th day of April, 2022.

Respectfully submitted,

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable in the Complaint, or any other pleading filed in this matter.

This 20th day of April, 2022.

Respectfully submitted,

Joe S. Habachy, PC, Attorney at Law

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