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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

13 BERNARD GRISEZ,

14 Plaintiff,

15 vs.

16 MATTEL, INC.; KNOWLEDGE SERVICES,  
17 INC.; KYLE EICKHOFF; RYAN NORTON;  
TODD SHAKLEE; and DOES 1 through 10,

18 Defendants.

Case No:

**COMPLAINT FOR DAMAGES:**

1. DISCRIMINATION ON THE BASIS OF AGE (Cal. Gov't Code § 12900, et seq.)
2. HARASSMENT ON THE BASIS OF AGE (Cal. Gov't Code § 12900, et seq.)
3. FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION (Cal. Gov't Code § 12900, et seq.)
4. RETALIATION (FEHA)
5. RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5(b)
6. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
7. CONSTRUCTIVE DISCHARGE
8. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. Plaintiff Bernard Grisez was a “permatemp” set and scenery builder at Defendant Mattel,  
3 Inc. for nearly two decades until he was wrongfully terminated at the age of sixty-eight in October 2021.  
4 Throughout this period, Mr. Grisez managed Mattel’s set building for some of the biggest trade shows in  
5 the toy industry and had substantial responsibilities, including training newer, and often younger,  
6 employees. He was known for his consistently outstanding work and never received any form of  
7 discipline. Despite working full time for nearly two decades Mr. Grisez never received an offer of  
8 permanent employment while on numerous occasions, Mattel promoted younger and lesser experienced  
9 workers.

10 2. Throughout Mr. Grisez’s employ, his Mattel co-workers and supervisors subjected him to  
11 a barrage of ageist taunts and harassment, repeatedly asking him when he would retire, commenting on  
12 his age, calling him “old man,” saying he needed a “walker” to get around, and posting hurtful images of  
13 him around the office. Indeed, Plaintiff found himself in an overwhelmingly toxic and hostile work  
14 environment where he was routinely berated, mocked, and ridiculed by his peers and supervisors because  
15 of his age.

16 3. When Mr. Grisez reported Defendants’ unlawful and discriminatory conduct to Mattel  
17 Human Resources, Mattel found that Mr. Grisez’s complaints about discriminatory comments and  
18 behavior were substantiated. Rather than take corrective action, Defendants retaliated against Mr. Grisez  
19 for reporting their admittedly unlawful conduct by eliminating his permatemp job and demanding he take  
20 a lower hourly rate if he wanted to become a permanent employee. Defendants’ discriminatory conduct  
21 culminated in October 2021 when Defendants terminated Mr. Grisez.

22 4. Accordingly, Mr. Grisez brings this action against Defendants Knowledge Services Inc.,  
23 Mattel, Ryan Norton, Kyle Eickhoff, Todd Shaklee, and Does 1-10 for: general, compensatory, statutory  
24 and punitive damages, costs, and attorneys’ fees, resulting from Defendant’s unlawful and tortious  
25 conduct, and as grounds therefore alleges:

26 **PARTIES**

27 5. Plaintiff Bernard Grisez (“Grisez” or “Plaintiff”) is a sixty-nine year old male residing in  
28 the County of Los Angeles, California.

1           6.       Defendant Mattel, Inc. (“Mattel”) is, and at all relevant times was, a corporation with its  
2 headquarters and principal place of business located in Los Angeles County at 333 Continental Blvd, El  
3 Segundo CA 90245.

4           7.       Defendant Knowledge Services, Inc. (“Knowledge Services”) is, and at all relevant times  
5 was, an Indiana corporation with its principal place of business at 9800 Crosspoint Boulevard,  
6 Indianapolis, IN 46256. Defendant Knowledge Services (together with Mattel, “Corporate Defendants”)  
7 conducts business in the County of Los Angeles and employs individuals who reside and work in the  
8 County of Los Angeles.

9           8.       Defendant Kyle Eickhoff at all relevant times was a Managing Director at Mattel and  
10 lived in the County of Los Angeles. On information and belief, Defendant Eickhoff resides in New  
11 York.

12           9.       Defendant Ryan Norton is, and at all relevant times was, a supervisor at Mattel. On  
13 information and belief, Defendant Norton resides in the County of Los Angeles.

14           10.      Defendant Todd Shaklee is, and at all relevant times was, a supervisor at Mattel. On  
15 information and belief, Defendant Shaklee resides in Orange County.

16           11.      Defendants Does 1 through 10 are sued under fictitious names pursuant to Code of Civil  
17 Procedure section 474. The true names and capacities of Does 1-10 are currently unknown to Plaintiff.  
18 Plaintiff will amend this Complaint or seek leave to do so when the true names and capacities of these  
19 Defendants have been ascertained. Plaintiff is informed, believes, and on that basis alleges, that each  
20 fictitiously named Defendant is responsible in some way for the acts and failures to act herein alleged,  
21 and that Plaintiff’s injuries as herein alleged were legally caused by the conduct of each such Defendant.

22           12.      Plaintiff is informed, believes, and thereupon alleges that, at all times material herein, each  
23 of the Defendants was the agent or employee of, and/or working in concert with, his/her co-Defendants  
24 and was acting within the scope of such agency, employment, and/or concerted activity. Plaintiff alleges  
25 that to the extent that certain acts and omissions were perpetrated by certain Defendants, the remaining  
26 Defendant or Defendants confirmed and ratified said acts and omissions

27           13.      Whenever and wherever reference is made in this complaint to any conduct by  
28 Defendants, such allegations and references shall also be deemed to mean the conduct of each of the

1 Defendants, acting individually, jointly and severally as alter egos of each other.

2 **JURISDICTION AND VENUE**

3 14. This Court has jurisdiction over this action because Plaintiff and Defendants Mattel,  
4 Norton, Shaklee and Does 1-10 are residents of California, all parties transact business in the State of  
5 California, and because the claims asserted herein arise from conduct occurring in California.

6 15. Venue is proper in the County of Los Angeles because all parties do business in Los  
7 Angeles, all of the acts giving rise to the claims asserted herein were committed in Los Angeles County,  
8 Defendants Norton, Shaklee, and Does 1-10 reside in Los Angeles County, and Mattel, Inc. has its  
9 headquarters in Los Angeles County.

10 16. At the relevant times mentioned herein, Plaintiff performed work for or on behalf of  
11 Defendants within Los Angeles County, California where all of the unlawful conduct alleged herein  
12 occurred.

13 **FACTUAL ALLEGATIONS**

14 **A. Defendants Mattel and Knowledge Services Jointly Employed Mr. Grisez.**

15 17. Mr. Grisez was directly employed by two staffing agencies, Team Music and Defendant  
16 Knowledge Services, Inc., that placed him at Defendant Mattel, Inc. from May 2004 through his unlawful  
17 termination in 2021. Team Music employed Mr. Grisez from 2004 to 2011, and Defendant Knowledge  
18 Services, Inc. employed Mr. Grisez from 2011 until his unlawful termination.

19 18. Although Mattel considered Mr. Grisez a “temporary” or “permatemp” employee, Mattel  
20 exercised direction and control over Mr. Grisez. For example, Mattel trained Mr. Grisez according to  
21 Mattel standards and code of conduct, provided Mr. Grisez with a Mattel email address and Mattel badge,  
22 required Mr. Grisez to wear a Mattel uniform, and provided Mr. Grisez with an office space at the Mattel  
23 office and a Mattel laptop. Mattel management controlled Mr. Grisez’s work schedule and required Mr.  
24 Grisez to obtain approval from Mattel supervisors for time off. Additionally, Mattel supervisors  
25 approved Mr. Grisez’s time sheets and pay raises.

26 **B. Mr. Grisez’s Exemplary Seventeen Years at Mattel**

27 19. In May 2004, at the age of fifty-one-years old, Mr. Grisez began working as a part-time  
28 Set Builder. He worked at Mattel twice a year for three weeks at a time. By 2006, Mr. Grisez was

1 working full-time in Mattel’s Trade Show Productions (“TSP”) Division as a Set Builder. He and other  
2 Set Builders were required to work full-time, and they were required to be available for overtime “24/7.”

3 20. Before coming to work at Mattel, Mr. Grisez had already accumulated 20 years of  
4 experience as a set builder, construction coordinator, and prop maker in the film industry, and he brought  
5 that wealth of experience to Mattel. Then, as a Set Builder for Mattel for nearly two decades, Mr. Grisez  
6 utilized his range of experience in the trade show and commercial film industries as a construction  
7 coordinator (effectively, an equivalent to a department manager), lead carpenter, and specialty prop  
8 maker.

9 21. Kyle Eickhoff charged Mr. Grisez with the responsibility to lead the organization,  
10 construction, and logistics (including packing, shipping and set-up) for Mattel’s set pieces at several  
11 large-scale annual trade shows, including Comicon in San Diego, the New York Toy Fair, the Las Vegas  
12 Licensing Show, and the Juvenile Products Manufacturers Association in Las Vegas. Mr. Grisez  
13 attended each trade show on Mattel’s behalf, supervised the set-up and break-down of Mattel’s product  
14 scenery, and worked on-site during the shows.

15 22. As evidence of his expertise, Mattel managers asked Mr. Grisez to train many younger,  
16 less experienced Mattel co-workers in general construction skills and skills to build specialty scenery.

17 23. Mr. Grisez never received any form of discipline and was known for his dependability and  
18 consistently outstanding work. In recognition of his strong work ethic and exemplary work, Mattel  
19 supervisors including Defendant Eickhoff approved gradual pay raises for Mr. Grisez over his seventeen  
20 years at Mattel.

21 24. Throughout his successful tenure at Mattel, Mr. Grisez observed Mattel promote his co-  
22 workers and offer his fellow “permatemp” employees permanent employment with Mattel. He continued  
23 to work diligently, hoping for a promotion and for an offer of permanent employment.

24 25. Despite Mr. Grisez’s exemplary work history and unquestionable skill, he was repeatedly  
25 passed over for promotional opportunities and permanent employment due to his age. Mattel offered  
26 promotions and permanent employment positions to less-experienced, younger individuals, many of  
27 whom Mr. Grisez had trained, over Mr. Grisez.

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1 **C. Defendants Harass and Discriminate Against Mr. Grisez Based on His Age**

2 26. Mattel permitted and promoted a hostile work environment by allowing its employees to  
3 harass and discriminate against Mr. Grisez based on his age. For years, Mr. Grisez’s co-workers and  
4 supervisors berated Mr. Grisez and made him the target of ageist jokes, such as saying he needed a  
5 “walker” to get across the floor. One co-worker called him a “faggot grandpa looking motherfucker.” On  
6 information and belief, Mattel supervisors were aware of these comments but did not take any action  
7 against these employees.

8 27. Mattel supervisors themselves participated in age discrimination and harassment. For  
9 example, Defendant Eickhoff regularly called Mr. Grisez an “old man” and insulted Mr. Grisez in front  
10 of other co-workers with comments such as, “I’ve been trying to get rid of you for years” and saying he  
11 wanted to see Mr. Grisez use “a walker” to walk “across the shop.” Eickhoff would begin meetings with  
12 Mr. Grisez by asking him, “When are you going to retire?” In September 2019, Eickhoff wrote “Fire  
13 Rocky” on a whiteboard with his list of “ideas” in his office.

14 28. Defendant Norton would often ask Mr. Grisez, “What was it like growing up in the ‘60’s –  
15 I mean the 1860’s?” Norton regularly mocked Mr. Grisez by asking him if he had taken his “Centrum  
16 Silver” vitamins – vitamins made specifically for individuals over the age of 50.

17 29. In another instance, when Mr. Grisez and his co-workers received a missing persons alert  
18 for an elderly person, Norton said to Mr. Grisez in front of his co-workers, “Hey Rocky, are they looking  
19 for you?” Norton also regularly derided Mr. Grisez in an ageist manner when introducing him to crew  
20 members from other companies, saying that Mr. Grisez was 71-years-old when Mr. Grisez was actually  
21 only 68-years-old.

22 30. Defendant Shaklee also subjected Mr. Grisez to repeated ageist taunts, including, “You’re  
23 not sore, you’re just old.”

24 31. Mr. Grisez never heard any Mattel supervisor make an ageist insult to any of his co-  
25 workers. Not once did he hear his supervisors mention any of his co-workers’ ages.

26 32. In 2018, one of Mr. Grisez’s co-workers, Mike Schickler photoshopped Mr. Grisez’s face  
27 onto the photo of an elderly subservient television character with white hair, actor Don Knott, in the show  
28 Three’s Company. This insulting and hurtful image was taped around public areas in the Mattel office.

1           33.     In May 2019, Mr. Grisez’s co-worker wrote the name “Rocky” onto an image of an  
2 elderly man in Florida riding a Roscoe scooter. This co-worker printed multiple copies of the image and  
3 taped up these copies in visible locations all over the Mattel office for several weeks. On occasion, the  
4 images would disappear, only to later reappear.

5           34.     Mr. Grisez’s supervisors, Defendants Eickhoff, Norton, and Shaklee were aware that these  
6 insulting, ageist posters were plastered all over Mattel. However, they did not discipline or reprimand  
7 Mr. Grisez’s co-workers, nor did they require that the posters be permanently removed. Rather, they  
8 forced Mr. Grisez to have conversations with them only inches away from the insulting posters.

9           35.     The relentless stream of ageism deeply hurt Mr. Grisez. Mr. Grisez attempted to curb the  
10 discriminatory treatment from his co-workers and supervisors by telling them, “This is going in my notes  
11 for HR.” It did not work.

12           36.     Mr. Grisez believed that if he reported the age discrimination to Human Resources,  
13 Human Resources would do nothing or would retaliate against him. Mr. Grisez was aware that Mattel  
14 had previously retaliated against former employees for complaining about discriminatory behavior. For  
15 example, Mr. Grisez witnessed Mattel employees and supervisors bully and taunt Issac Valenzuela based  
16 on his race. When Mr. Valenzuela reported these comments to Human Resources, he was forced to  
17 undergo a “peer review” process and was subsequently fired.

18     **D.     Mr. Grisez Is Not Promoted, Offered Lead Jobs, or Offered Permanent Employment**  
19     **Because of His Age**

20           37.     Mattel relied on Mr. Grisez’s experience and expertise in the field in order to lead projects  
21 and train the younger less-experienced co-workers. However, as Mr. Grisez’s got older, Mattel offered  
22 leadership and management roles on these projects to younger, less experienced co-workers whom Mr.  
23 Grisez regularly taught and trained. As a result, Mr. Grisez was forced to report to his less experienced  
24 co-workers, who nevertheless still sought his advice on how to organize their projects and how to build  
25 specialty items, given Mr. Grisez’s extensive experience building sets and scenery.

26           38.     These younger and less-experienced co-workers included Kyle Berman, Defendant  
27 Shaklee, Defendant Norton, and Sam Shaklee. Ms. Grisez was 24 to 38 years older than these  
28 employees, and had many more years of work experience than them.

1           39.     For example, around 2008, Kyle Eickhoff promoted Todd Shaklee, who was eleven years  
2 younger than Mr. Grisez, to the Shop Lead position, effectively making Mr. Shaklee Mr. Grisez’s boss.  
3 Mr. Shaklee had little to no experience building scenery and intricate set pieces and little relevant  
4 experience – he previously managed a flooring installation company. Then, in 2016, Mattel promoted  
5 Mr. Shaklee to Head of the Wood Shop, a supervisory position, and offered him a permanent position.

6           40.     In 2014, Mattel promoted Kyle Berman, who was about 30 years younger than Mr. Grisez,  
7 to the supervisory position of Production Manager over Mr. Grisez. Mattel also offered Mr. Berman a  
8 permanent position. By that point, Mr. Grisez had worked at Mattel for 10 years, whereas Mr. Berman  
9 had only worked at Mattel for approximately 4 years.

10          41.     In another egregious instance, around 2016, Todd Shaklee instructed Mr. Grisez to train  
11 his son, Sam Shaklee, and to teach him everything that Mr. Grisez knew. Sam Shaklee thereafter worked  
12 on several trade shows under Mr. Grisez’s instruction. Eventually, Mattel sent Sam to the large-scale  
13 trade show jobs instead of Mr. Grisez. Then in 2019, Mattel offered Sam Shaklee a permanent Mattel  
14 employment position.

15          42.     As further evidence of Mr. Grisez’s extensive experience and qualifications for the  
16 promotions and opportunities for permanent employment, Mattel employees constantly turned to Mr.  
17 Grisez for advice on building sets and construction in general. For example, in 2019, Mattel employee  
18 Martin Ferrer, who was 38 years younger than Mr. Grisez with only 5 years of experience at Mattel,  
19 regularly referred to Mr. Grisez’s mentorship and instruction. Mr. Ferrer repeatedly told Mr. Grisez’s  
20 wife, “Rocky has taken me under his wing.” Mr. Ferrer would also tell Mr. Grisez’s co-workers on set,  
21 “Rocky taught me everything I know.”

22          43.     Defendant Eickhoff only promoted younger employees with whom he socialized outside  
23 of work. Mr. Grisez felt excluded from these social activities. He was never proactively invited to these  
24 social outings, which he felt catered to a crowd of individuals younger in age.

25     **E.     Mattel Tries to Push Mr. Grisez Out**

26          44.     By May 2021, his seventeenth year working for Mattel, Mr. Grisez was the oldest and  
27 longest-serving employee in the TSP division. That month, Mr. Grisez learned that Mattel managers sent  
28 an email asking every longtime temporary TSP employee except him to apply for permanent



1 employment. Besides Mr. Grisez, the only TSP employees who were not asked to apply for permanent  
2 positions were two new hires and one intermittent worker. It became clear to Mr. Grisez that Mattel was  
3 trying to push him out.

4 45. On May 6, Mr. Grisez asked Defendants Norton, Eickhoff, and Shaklee why they did not  
5 include him in this email chain, and whether he was overlooked.

6 46. On that same day, Defendant Norton responded to Mr. Grisez stating: "Please update your  
7 info/resume using the attached template. Use only your Mattel experience. Please use the title you are  
8 using currently in your email. This is for an HR exercise. Please return to me by EOD tomorrow."  
9 Defendant Norton did not explain why Mattel had omitted Mr. Grisez from the initial email requesting  
10 resumes and consideration for permanent hire.

11 47. After seventeen years of waiting, Mr. Grisez submitted his resume in the hopes of finally  
12 receiving a permanent offer of employment.

13 **F. Mattel Offers Mr. Grisez Permanent Employment With a 20 Percent Pay Cut**

14 48. Mattel offered Mr. Grisez and all his longtime TSP co-workers permanent staff positions.  
15 However, Mr. Grisez was the only TSP employee whose offer of permanent employment required him to  
16 accept a 20 percent pay cut. Mr. Grisez was presently earning \$37.50 per hour, and Mattel offered him  
17 only \$30 per hour.

18 49. On information and belief, Mr. Grisez received the worst offer in terms of the largest  
19 proportional decrease in pay compared to his younger co-workers' offers. Mr. Grisez could not  
20 financially support his wife and two children at the decreased hourly wage. Mr. Grisez felt that this low  
21 offer was a result of age discrimination and was intended to push him out of Mattel.

22 50. On June 16, Mr. Grisez emailed Mattel Talent Acquisition Operations employee Jessica  
23 España hoping to clarify the terms of Mattel's offer: "I just want to clarify one point that you made with  
24 me in our conversation last Friday that the, 'Set Builder position will be pulled back and only offered  
25 to Mattel employees[.]' Am I remembering that correctly? I hope you're well and I will talk with you  
26 shortly."

27 51. In response, Ms. España wrote, "This role is being converted to a full-time position and  
28 may no longer be available as a temporary assignment on the team."

1           52.     On June 17, 2021, Mr. Grisez wrote back to Ms. España and stated, “I’m interested in  
2 accepting your employment offer. However I would need a rate of \$35.50.” \$35.50 per hour was still  
3 below Mr. Grisez’s current wage rate.

4           53.     On June 21, 2021, Ms. España called Mr. Grisez to inform him that Mattel’s final offer  
5 was a \$32 hourly rate.

6 **G.     Mr. Grisez Reports Unlawful Age Discrimination and Harassment to Mattel HR**

7           54.     On June 29, 2021, Mr. Grisez emailed Ms. España, detailing the shortcomings of Mattel’s  
8 offer as well as reporting the unlawful age discrimination and harassment he faced over the years:

9           Unfortunately, I cannot leave my present position as a permatemp for the offered position  
10 with Mattel. The lowered rate of \$32/hour does not meet my financial needs and is far too hard  
11 for me to accept.

12           Given the hourly rates you have offered my colleagues presently and in the past, it appears to me  
13 that my age is being used against me despite my proven abilities working with Mattel for the past  
14 16+ years.

15           Over the years, I have been asked inappropriate age-related questions and been subject to  
16 insulting age-related commentary literally hundreds of times. I have lost promotional  
17 opportunities, increased wages, and suffered other job losses far too many times because of my  
18 age. I cannot accept this approach one more time to my detriment.

19           On June 29, 2021, Mr. Grisez also reached out, via phone and text, to Kyle Eickhoff, to discuss the terms  
20 of the employment offer because Mr. Eickhoff was responsible for recommending promotions and raises  
21 in the TSP department. In that conversation, Mr. Eickhoff abdicated responsibility in the promotion  
22 process, telling Mr. Grisez that he had no input into any rate adjustment nor in the way Mattel was  
23 moving forward with promotions. Mr. Grisez felt betrayed and humiliated.

24           55.     In a conversation on July 29, 2021 with Mattel Human Resources Business Partner Katay  
25 Wooler, Mr. Grisez discussed the age discrimination claims he had presented to Ms. España, as well as  
26 the inadequate job offer Mattel had presented to him. Ms. Wooler assured him that she took his claims  
27 seriously and that she would be looking into them. As they talked about the unacceptable employment  
28 offer, Mr. Grisez realized that, despite his nearly two decades of commitment to Mattel, no one at Mattel  
felt that Mr. Grisez was worth keeping around. Mr. Grisez broke down and cried.

29 **H.     Mattel’s HR Investigation Concludes That Mr. Grisez’s Complaints Were Substantiated**

30           56.     On August 12, 2021, Katay Wooler responded that Mattel had investigated Mr. Grisez’s

1 age-based discrimination and harassment claims, and concluded:

2 While the specific examples you shared of insulting comments could not be corroborated, *it is*  
3 *substantiated that inappropriate comments and behavior have been displayed among members in*  
4 *your work group.* (emphasis added)

5 57. Wooler stated that based on the facts gathered, “[T]here was sufficient information for us  
6 to conclude that we would like to extend you an offer for Sr. Set Builder, with a higher pay rate, in place  
7 of the Set Builder offer you received.” The offered pay rate was \$34 per hour, still lower than Mr.  
8 Grisez’s current rate of \$37.50 per hour and his June 17 email requesting a rate of at least \$35.50 per hour  
9 to support his family.

10 58. Mattel’s refusal to accept Mr. Grisez’s counteroffer and offer Mr. Grisez a livable salary  
11 despite its admissions of discriminatory and harassing conduct made clear to Mr. Grisez that Mattel was  
12 retaliating against him for reporting its unlawful conduct and sought to push him out.

13 **I. Mattel Further Retaliates Against Mr. Grisez By “Transitioning” Him Out of His Role**

14 59. On September 10, 2021, Katay Wooler emailed Mr. Grisez:

15 We plan to create a 60 day transition of your current temporary position as it stands. The team  
16 will consider variable temporary assignments as projects come up, if you are interested. Nothing  
17 is guaranteed, but you will be considered if there is a staffing need.

18 60. On that same day, Mr. Grisez replied via email:

19 Just to be clear as per our phone conversation on 10sept21, I did not decline your offer. I said I  
20 would accept the offer if you would pay me my rate. You also said that I was offered a Senior Set  
21 builder position with a higher rate because your investigation showed that there were work place  
22 insults and discriminations that you’re trying to straighten out with Ryan [Norton] and Kyle  
23 [Eickhoff].

24 61. Despite Mr. Grisez’s email, on September 15, 2021, Mason sent Mr. Grisez an email  
25 seeking his signature on a “Variable Employment Letter” which stated the following:

26 It is our understanding that Mattel Inc. made you an offer of full-time employment, which you  
27 have declined.

28 We also understand that you wish to remain employed by Knowledge Services which we are  
happy to hear as we have appreciated the services you have provided us in the past. Going  
forward, we may ask Knowledge Services to assign you to Mattel, if the need arises, by project. If  
we ask for your services, the decision will be entirely up to you and Knowledge Service.

Your work hours will be determined by project need and we anticipate that the need for services  
will be intermittent and variable. The nature of any project assignment, as well as the start date  
and approximate end date will be communicated to you by Knowledge Services at the time we  
request services. We cannot guarantee any assignments or work hours based on any past working

1 arrangements we have had with Knowledge Services and you, and you should not rely on any  
2 such assignments or work hours.

3 By signing the letter, you agree to the above and confirm you are not accepting employment with  
4 Mattel, Inc.

5 62. Mr. Grisez responded:

6 Good morning Robin

7 I don't see any reason to sign this document as I have stated before. I did not decline Mattel's  
8 offer of employment, they/Mattel refused to accept my counter offer. They gave me a sixty day  
9 transition window, end date 12 November 2021, which they have now reneged on by laying me  
10 off on 1 October 2021.

11 63. However, on September 16, 2021, Wooler said that Mr. Grisez would be transitioned out  
12 of his role:

13 Since you have not accepted our Mattel full time offer, we will be transitioning you off of your  
14 full time temporary assignment as of Friday, November 12, 2021 (I mentioned 60 days in my last  
15 few emails). From that point on, Mattel leadership will reach out to you on an as needed basis to  
16 schedule you for upcoming assignments. If you are available, you will be scheduled to work for  
17 the duration necessary to complete the assignment.

18 64. On September 30, Defendant Norton also told Mr. Grisez that he was being transitioned  
19 out of Mattel "due to a lack of work." Based on his years of experience with Mattel, Mr. Grisez knew  
20 Mattel had a steady stream of work. Defendant Norton also stated: "If additional work were to come up  
21 before Nov. 12 we will call/ email to schedule you." Mr. Grisez did not receive a call or email about  
22 additional work before November 12.

23 65. Mattel's mistreatment of Mr. Grisez was so flagrantly unfair that even Defendant Eickhoff  
24 at one point acknowledged that Mr. Grisez was getting the "bad end of the stick." However, this did not  
25 improve Eickhoff or any other Mattel employee's treatment of Mr. Grisez.

26 66. Mr. Grisez received contradictory information from Mattel and Knowledge Services  
27 management, including Defendant Norton and Robin Mason, regarding his final day. Mr. Grisez wrote  
28 to Mattel supervisor Ian Porter and Defendant Norton explaining his confusion:

29 Ian Porter just told me today, September 30th 2021, that he was told to take me off the schedule  
30 starting next week on October 4th 2021. Ryan Norton and Katay Wooler told me that my last day  
31 would be November 12th 2021. There was nothing in Robin Mason's variable employment email  
32 from Knowledge Services INC, on September 30th demanding that I have to sign it or lose my  
33 job.

34 67. On October 1, 2021, Mason emailed Mr. Grisez stating that his "last day on assignment at

1 Mattel” would be October 12, 2021. However, Mason directed Mr. Grisez, “to turn into Ian Porter your  
2 Mattel badge and company laptop before you leave today.” On that same day, in an attempt to clarify  
3 that confusing and contradictory information, Mr. Grisez forwarded to Defendant Norton, Porter, Mason,  
4 and Wooler the September 30 email from Defendant Norton stating that he would be employed with  
5 Mattel until November 12, 2021.

6 68. During this period, Mr. Grisez was constantly in fear of enraging supervisors, including  
7 Defendant Norton, as they would often yell at him in front of his co-workers if Mr. Grisez asked a  
8 question that they thought was too invasive.

9 **J. Mr. Grisez Is Forced to Leave Mattel on October 1, 2021, Over One Month Before His**  
10 **“Transition Period” Is Over.**

11 69. On October 1, 2021, Ian Porter told Mr. Grisez that he would not be placed on Mattel’s  
12 work schedule rotation the following week. Mr. Grisez later spoke with Mason by phone. Mason told  
13 Mr. Grisez that she had made a mistake about his last day at Mattel, acknowledging that the last day was  
14 November 12, not October 12. However, on October 1, Mr. Grisez saw that his name was removed from  
15 Mattel’s scheduling board used to assign work. Mr. Grisez was also locked out of his Mattel Outlook  
16 email account.

17 70. October 1, 2021 was the last day Mr. Grisez worked at Mattel.

18 71. Unsurprisingly, in a continuing pattern of age discrimination, Mattel hired two twenty-  
19 year-old employees on November 3, 2021 and November 8, 2021, respectively, to replace Mr. Grisez.

20 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

21 72. Mr. Grisez filed his charge of discrimination on February 16, 2022 and received his Right-  
22 To-Sue Notice from the California Department of Fair Employment and Housing on that same date. A  
23 copy of the DFEH Right to Sue is attached hereto as Exhibit 1. Mr. Grisez has thereby exhausted all  
24 required administrative remedies.

25 **FIRST CAUSE OF ACTION**

26 **Discrimination on the Basis of Age (Cal. Gov’t Code§ 12940(a))**

27 **(Against Corporate Defendants)**

28 73. Plaintiff realleges and incorporates by reference each and every allegation contained in the

1 foregoing paragraphs as though fully set forth herein.

2 74. At all times relevant to this Complaint, Defendants were employers covered by the  
3 California Fair Employment and Housing Act (“FEHA”) because they employ at least five persons. Cal.  
4 Gov’t Code § 12926(d).

5 75. California’s Fair Employment and Housing Act (FEHA) makes “it is an unlawful  
6 employment practice ... [f]or an employer, because of the age ... of any person, ... to discriminate against  
7 the person in compensation or in terms, conditions, or privileges of employment.” Cal. Gov’t Code §  
8 12940(a).

9 76. Plaintiff worked for Defendants. Plaintiff is over the age of 40 and a member of the  
10 protected class under FEHA.

11 77. In violation of FEHA, Defendants discriminated against Mr. Grisez due to his age by  
12 denying him offers of leadership positions on projects, refusing to promote him and/or offer him  
13 permanent employment for years, and then upon finally making him an offer of permanent employment,  
14 which was contingent upon accepting a pay cut far greater than his younger peers and far lower than his  
15 current hourly rate. Defendants also subjected Plaintiff to verbal harassment based on his age, pressured  
16 him to retire, and failed to prevent or stop the ageist harassment. Defendants terminated and/or  
17 constructively discharged Plaintiff after he reported their unlawful discriminatory and harassing conduct.

18 78. Plaintiff’s age was a substantial motivating reason for Defendants’ discriminatory  
19 conduct.

20 79. As a direct and proximate result of Mattel and Knowledge Services’ unlawful conduct,  
21 Mr. Grisez has suffered and will continue to suffer emotional and psychological injuries, including, but  
22 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and mental  
23 exhaustion. Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings.  
24 Mr. Grisez is thereby entitled to general and compensatory damages in amounts to be proven at trial.

25 80. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
26 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
27 individual Defendant in a sum sufficient to punish and deter their future conduct.

28 ///

1 **SECOND CAUSE OF ACTION**

2 **Harassment on the Basis of Age (Cal. Gov't Code § 12940(j)(1))**

3 **(Against All Defendants)**

4 81. Plaintiff realleges and incorporates by reference each and every allegation contained in the  
5 foregoing paragraphs as though fully set forth herein.

6 82. At all times relevant to this Complaint, Defendants were employers covered by the  
7 California Fair Employment and Housing Act ("FEHA") because they employ at least five persons. Cal.  
8 Gov't Code § 12926(d).

9 83. California's Fair Employment and Housing Act (FEHA) proscribes employers from  
10 harassing an employee "because of ... age ..." Cal. Gov't Code § 12940(j)(1).

11 84. Plaintiff worked for Defendants. Plaintiff is over the age of 40 and a member of the  
12 protected class under FEHA.

13 85. In violation of FEHA, Defendants subjected Plaintiff to offensive comments and abusive  
14 conduct based on his age by Supervisory Defendants and his co-workers that were severe, pervasive and  
15 unwelcome, altering the conditions of his employment. Such treatment included, but was not limited to,  
16 repeatedly asking Plaintiff when he planned to retire, referencing his age, calling him an "old man" and  
17 saying he needed a "walker," posting offensive ageist images of Plaintiff around the office, and failing to  
18 intervene to prevent discriminatory treatment from his colleagues. The conduct was unreasonably  
19 abusive and created an offensive and hostile work environment for Plaintiff and for any reasonable  
20 person in Plaintiff's position.

21 86. Plaintiff's age was a substantial motivating reason for Defendants' harassing conduct.

22 87. At the time of Defendants' conduct, Supervisory Defendants were supervisors or agent for  
23 the companies for which Plaintiff worked. They knew or should have known of the conduct and failed to  
24 take immediate and appropriate corrective action.

25 88. As a direct and proximate result of Mattel and Knowledge Services' unlawful conduct,  
26 Mr. Grisez has suffered and will continue to suffer emotional and psychological injuries, including, but  
27 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and mental  
28 exhaustion. Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings.

1 Mr. Grisez is thereby entitled to general and compensatory damages in amounts to be proven at trial.

2 89. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
3 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
4 individual Defendant in a sum sufficient to punish and deter their future conduct.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Prevent Harassment and Discrimination**

7 **(Against All Corporate Defendants)**

8 90. Plaintiff realleges and incorporates by reference each and every allegation contained in  
9 the foregoing paragraphs as though fully set forth herein.

10 91. At all times relevant to this Complaint, Defendants were employers covered by the  
11 California Fair Employment and Housing Act ("FEHA") because they employ at least five persons. Cal.  
12 Gov't Code § 12926(d).

13 92. FEHA requires employers to take "all reasonable steps necessary to prevent discrimination  
14 and harassment from occurring." Gov't Code § 12940(k).

15 93. Plaintiff worked for Defendants. Plaintiff is over the age of 40 and a member of the  
16 protected class under FEHA.

17 94. In violation of FEHA, Plaintiff was subjected to severe and pervasive harassment,  
18 discrimination, retaliation, and a hostile work environment based on his age. Defendants discriminated  
19 against Mr. Grisez due to his age by denying him offers of leadership positions on projects, refusing to  
20 promote him and/or offer him permanent employment for years, and then upon finally making him an  
21 offer of permanent employment contingent upon accepting a pay cut far greater than his younger peers  
22 and far lower than his current hourly rate. Defendants also subjected Plaintiff to verbal harassment based  
23 on his age, pressured him to retire, and failed to prevent or stop the ageist harassment. Defendants  
24 terminated and/or constructively discharged Plaintiff after he reported their unlawful discriminatory and  
25 harassing conduct.

26 95. Plaintiff complained about the violations alleged in this Complaint to Defendants. These  
27 persons had the authority to investigate, discover, prevent, or correct the violations. However, Defendants  
28 and Defendants' managers, agents, or employees failed to take all reasonable steps necessary to



1 investigate and prevent or remedy the violations Plaintiff complained of, including discrimination,  
2 harassment, hostile work environment, and retaliation. Instead, Defendants persisted with discriminating,  
3 harassing, creating a hostile work environment, and retaliating against Plaintiff.

4 96. Defendants' failure to take reasonable steps to prevent discrimination and harassment  
5 based on Plaintiff's age created, fostered, and encouraged an environment where such discrimination and  
6 harassment was condoned, encouraged, tolerated, sanctioned and/or ratified.

7 97. Plaintiff's age was a substantial motivating reason for Defendants' conduct.

8 98. As a direct and proximate result of Mattel and Knowledge Services' unlawful conduct,  
9 Mr. Grisez has suffered and will continue to suffer emotional and psychological injuries, including, but  
10 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and oversleeping.  
11 Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings. Mr. Grisez is  
12 thereby entitled to general and compensatory damages in amounts to be proven at trial.

13 99. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
14 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
15 individual Defendant in a sum sufficient to punish and deter their future conduct.

#### 16 **FOURTH CAUSE OF ACTION**

#### 17 **Retaliation (Cal. Gov't Code § 12940(h))**

#### 18 **(Against All Corporate Defendants)**

19 100. Plaintiff realleges and incorporates by reference each and every allegation contained in the  
20 foregoing paragraphs as though fully set forth herein.

21 101. At all times relevant to this Complaint, Defendants were employers covered by the  
22 California Fair Employment and Housing Act ("FEHA") because they employ at least five persons. Cal.  
23 Gov't Code § 12926(d).

24 102. Under FEHA, it is unlawful for an employer to discharge, expel, or otherwise discriminate  
25 against any person because the person has opposed any practices forbidden by FEHA or because the  
26 person has filed a complaint under FEHA. Cal. Gov't Code § 12940(h).

27 103. As described hereinabove, Defendants subjected Plaintiff to years of discrimination on the  
28 basis of Plaintiff's age, including verbal harassment, discriminatory comments, and bullying.

1 104. Plaintiff reported his numerous allegations of age discrimination and harassment.  
2 Defendants found that Plaintiff's complaints were substantiated.

3 105. In retaliation for Plaintiff's complaints, Defendants eliminated Plaintiff's job and refused  
4 to offer Plaintiff permanent employment with an equal or comparable wage, despite making such an offer  
5 to most of Plaintiff's peers. Defendants further retaliated against Plaintiff by terminating and/or  
6 constructively discharging him after he reported their unlawful discriminatory and harassing conduct

7 106. Plaintiff's complaints were substantial motivating reasons for Defendants' retaliatory  
8 conduct.

9 107. As a direct and proximate result of Mattel and Knowledge Service's unlawful conduct,  
10 Mr. Grisez has suffered and will continue to suffer emotional and psychological injuries, including, but  
11 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and mental  
12 exhaustion. Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings.  
13 Mr. Grisez is thereby entitled to general and compensatory damages in amounts to be proven at trial.

14 108. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
15 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
16 individual Defendant in a sum sufficient to punish and deter their future conduct.

17 **FIFTH CAUSE OF ACTION**

18 **Retaliation (Labor Code section 1102.5(b))**

19 **(Against All Defendants)**

20 109. Plaintiff realleges and incorporates by reference each and every allegation contained in the  
21 foregoing paragraphs as though fully set forth herein.

22 110. As described hereinabove, Defendant terminated Plaintiff because of his age and in  
23 response to his protesting, objecting to, complaining of, and reporting harassment and this discrimination.

24 111. Plaintiff engaged in protective activity by reporting his numerous allegations of age  
25 discrimination and harassment to Defendant Mattel and Defendants found that his complaints were  
26 substantiated.

27 112. Plaintiff had reasonable cause to believe that the information provided to Defendant about  
28 the age-based discrimination and harassment that he faced violated public policies of this State as

1 expressed in, inter alia, the California Constitution, the Labor Code, the Civil Code, the Government  
2 Code, and all state statutes and regulations prohibiting retaliation, discrimination, and harassment.

3 113. Defendants retaliated against Plaintiff for engaging in these protected activities.  
4 Defendants refused to offer Plaintiff a permanent position with a wage rate equal or comparable to the  
5 wage rate Plaintiff had been earning up to that point, despite making such an offer to all of Plaintiff's  
6 peers. Defendants then terminated Plaintiff.

7 114. Plaintiff's protected activities were a contributing factor in Defendants' illegal and  
8 retaliatory conduct against Plaintiff.

9 115. As a direct and proximate result of Mattel and Knowledge Services' unlawful conduct,  
10 Mr. Grisez has suffered and will continue to suffer emotional and psychological injuries, including, but  
11 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and mental  
12 exhaustion. Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings.  
13 Mr. Grisez is thereby entitled to general and compensatory damages in amounts to be proven at trial.

14 116. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
15 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
16 individual Defendant in a sum sufficient to punish and deter their future conduct.

## 17 **SIXTH CAUSE OF ACTION**

### 18 **Wrongful Termination in Violation of Public Policy**

#### 19 **(Against All Corporate Defendants)**

20 117. Plaintiff realleges and incorporates by reference each and every allegation contained in the  
21 foregoing paragraphs as though fully set forth herein.

22 118. As described hereinabove, Defendants terminated Plaintiff because of his age and in  
23 response to his protesting, objecting to, complaining of and reporting harassment and this discrimination.  
24 This conduct is in violation of the public policies of this State as expressed in, inter alia, the California  
25 Constitution, the Labor Code, the Civil Code, the Government Code, and all state statutes and regulations  
26 prohibiting retaliation, discrimination, and harassment. These include, but are not limited to, Cal. Gov't  
27 Code §12940, *et seq.* It is against fundamental California public policy to discriminate on the basis of  
28 one's age. It is also against California public policy to terminate or constructively discharge an employee

1 for engaging in protected activity, including raising complaints regarding unlawful behavior.

2 119. Defendants terminated and/or constructively discharged Plaintiff on the basis of his  
3 protected characteristics, which is contrary to the public policy of this state.

4 120. Defendants' conduct, including the wrongful discharge, was a substantial factor in causing  
5 Plaintiff harm.

6 121. As a direct and proximate result of Mattel and Knowledge Services' unlawful conduct,  
7 Mr. Grisez has suffered and will continue to suffer emotional and psychological injuries, including, but  
8 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and mental  
9 exhaustion. Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings.  
10 Mr. Grisez is thereby entitled to general and compensatory damages in amounts to be proven at trial.

11 122. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
12 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
13 individual Defendant in a sum sufficient to punish and deter their future conduct.

14 **SEVENTH CAUSE OF ACTION**

15 **Constructive Discharge**

16 **(Against All Corporate Defendants)**

17 123. Plaintiff realleges and incorporates by reference each and every allegation contained in the  
18 foregoing paragraphs as though fully set forth herein.

19 124. At all times relevant to this Complaint, Plaintiff was employed by Defendants until, as  
20 noted above, he was compelled to resign from his position.

21 125. At all times relevant to this Complaint, Defendants subjected Plaintiff to working  
22 conditions that violated public policy by engaging in age discrimination, harassment on the basis of age,  
23 failure to prevent discrimination and harassment, promoting a hostile work environment rife with age  
24 discrimination, refusing to promote and offer him a permanent position, and by retaliating against  
25 Plaintiff for complaining of unlawful discrimination and harassment by refusing to offer Plaintiff an  
26 equal or comparable wage.

27 126. Defendants, through their officers, directors, managing agent, or supervisory employees  
28 intentionally created or knowingly permitted such working conditions that Plaintiff was subjected to.



1 not limited to, emotional distress, depression, anxiety, irritability, elevated heart rate, and mental  
2 exhaustion. Mr. Grisez has also suffered and continues to suffer medical expenses and loss of earnings.  
3 Mr. Grisez is thereby entitled to general and compensatory damages in amounts to be proven at trial.

4 136. The acts of Defendants were done with oppression, fraud, and/or malice. Plaintiff is  
5 entitled to punitive damages within the meaning of California Civil Code section 3294 against each  
6 individual Defendant in a sum sufficient to punish and deter their future conduct.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands trial by jury in this action.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor:

3 (a) Declaring that the actions of Defendants described above constitute discrimination and  
4 harassment on the basis of race and color in violation of Cal. Gov't Code §12940;

5 (b) Declaring that the actions of Defendants described above constitute retaliation against  
6 Plaintiff for engaging in protected activity in violation of Cal. Gov't Code §12940;

7 (c) Awarding Plaintiff applicable compensatory damages including lost past and future  
8 wages, lost or diminished employee benefits, and other special and general damages according to proof  
9 but not in excess of the jurisdictional threshold of this court;

10 (d) Awarding Plaintiff punitive damages in an amount to be proven at time of trial for all  
11 causes of action in which such damages are recoverable;

12 (e) Awarding Plaintiff his expenses, costs, fees, and other disbursements associated with the  
13 filing and maintenance of this action, including reasonable attorneys' fees and any applicable provision  
14 of law;

15 (f) Awarding Plaintiff an award of interest, including pre-judgment interest, at a legal rate;

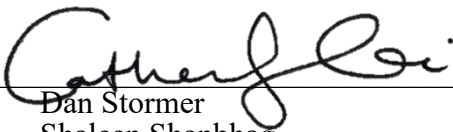
16 (g) Awarding such other equitable and further relief as the Court deems just and proper; and

17 (h) Trial by jury on all issues so triable.  
18

19 Dated: May 24, 2022

Respectfully Submitted,

20 HADSELL STORMER RENICK & DAI LLP

21 By:   
22 Dan Stormer  
23 Shaleen Shanbhag  
24 Cathi Choi  
25 Attorney for Plaintiff  
26  
27  
28