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Attorneys for Plaintiff
Alisa Clairet

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ALISA CLAIRET, an individual,

Plaintiff,

v.

THE WALT DISNEY COMPANY, INC.;
BUENA VISTA HOME ENTERTAINMENT,
INC.; TWDC ENTERPRISES 18 CORP.; and
DOES 2-100, inclusive,

Defendants.

Case No. **25STCV24126**

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

Complaint Filed:
Trial Date:

1 Plaintiff Alisa Clairet (“Plaintiff” or “Ms. Clairet”) by and through her attorneys of record,
2 complain and allege as follows:

3 **NATURE OF ACTION**

4 1. From the beginning of her career with the Disney Channel at The Walt Disney
5 Company in May 2005 through the end of her career at Disney in October 2024, Alisa Clairet was
6 paid substantially less than her male counterpart – another lawyer with the same experience,
7 qualifications and job duties as Ms. Clairet in the same legal affairs department. Not only was she
8 paid less, she consistently did more work and had more responsibilities than her male counterpart.
9 When Ms. Clairet brought this inequality to Disney’s attention she was ignored. Even after Disney
10 was sued by a class of women alleging company-wide pay discrimination, Disney continued to
11 ignore her. Then, after announcing a settlement of the class action, Disney laid off Ms. Clairet as
12 punishment for her efforts to secure equal pay and non-discrimination from Disney. This lawsuit
13 follows to seek justice for decades of pay inequality and discrimination.

14 **PARTIES**

15 2. Plaintiff Alisa Clairet is a woman who resides in Los Angeles County, California.
16 She worked as an attorney for Disney and its affiliates for over 20 years in Burbank, California.

17 3. Defendant The Walt Disney Company is a corporation with a principal place of
18 business in Burbank, California.

19 4. Defendant Buena Vista Home Entertainment, Inc. is a corporation with a principal
20 place of business in Burbank, California.

21 5. TWDC Enterprises 18 Corp., is a corporation with a principal place of business in
22 Burbank, California.

23 6. Defendants Does 2-100 are unknown to Plaintiff. They are sued pursuant to
24 California Code of Civil Procedure section 474. Each Doe defendant is responsible in some manner
25 for the conduct alleged herein.

26 **JURISDICTION AND VENUE**

27 7. This Court has jurisdiction over this action because the claims arise under California
28 state law, including California Labor Code sections 1197.5, *et seq.* and Government Code sections

1 12490, *et. seq.*

2 8. Jurisdiction (pursuant to Section 410.10 of the Code of Civil Procedure) and venue
3 (pursuant to Section 395(a) of the Code of Civil Procedure) are proper in this Court because all of
4 the claims alleged herein arose in Los Angeles County, and all Defendants maintain their principal
5 place of business in Los Angeles County, and/or the acts resulting in injury occurred in Los Angeles
6 County.

7 9. The amount in controversy in this matter exceeds the sum of \$25,000, exclusive of
8 interest and costs.

9 **ADMINISTRATIVE COMPLAINT**

10 10. Plaintiff filed her charges of discrimination with the Department of Fair Employment
11 and Housing on August 15, 2025 and obtained an immediate right-to-sue letter.

12 **FACTUAL ALLEGATIONS**

13 **A. Ms. Clairet's Tenure at Disney began on unequal footing.**

14 11. Ms. Clairet first joined Disney in May of 2004, working for Buena Vista Home
15 Entertainment. By 2005, she was working for Disney ABC Cable Networks Group (aka "Disney
16 Channel" and now known as Disney Branded Television, now a part of Disney Entertainment
17 Television). She was hired by the then Senior Vice President ("SVP") for Legal Affairs for the
18 position of Senior Counsel for Legal Affairs.

19 12. At the same time, this SVP hired a similarly qualified man for the same work. When
20 they were hired for the same job on the same day, this male counterpart received a more senior title
21 (Executive Counsel) and a higher starting salary.

22 13. This male counterpart did the same work as Ms. Clairet, providing advice and counsel
23 on all legal aspects of program development and production management, including talent contracts,
24 production agreements, clearances, tax credit planning and rights and licensing research.

25 14. After a couple of years, this SVP was replaced by a new head of Disney Channel
26 Legal Affairs team. This new leader recognized that Ms. Clairet was doing the same or more work
27 than her male counterpart and acknowledged the unfairness. This new leader promoted Ms. Clairet
28 to Executive Counsel to match her male counterpart's title, but Ms. Clairet did not receive an

1 increase in compensation corresponding to the promotion.

2 15. Ms. Clairet continued to demand fair pay. For example, she complained directly to
3 the then head of Legal Affairs for all of Disney Television who acknowledged the pay disparity and
4 turned it over to human resources. Human resources took no action on her complaint.

5 **B. Disney paid her male counterpart even more than Ms. Clairet for less work after he**
6 **lost a promotion.**

7 16. In January of 2016, the then leader of Disney Channel's Legal Affairs team who hired
8 Ms. Clairet and her male counterpart departed Disney. At that time, Ms. Clairet and her only male
9 counterpart on the Legal Affairs team were asked to act as temporary co-heads of the Legal Affairs
10 group at Disney Channel

11 17. In 2017, the male counterpart was promoted to Assistant Chief Counsel of Disney
12 Channel Legal Affairs. The promotion included a substantial raise and corner office. Ms. Clairet's
13 male counterpart did not keep the position for long, returning to his former title Principal Counsel
14 in 2018. What he did keep after his demotion was the corner office and the salary increase. Ms.
15 Clairet and her male counterpart were the two senior legal executives on the Disney Channel Legal
16 Affairs team for the entire period beginning in 2015 (excluding the head of the Legal Affairs team).

17 18. Since that time, Ms. Clairet has consistently voiced pay equity concerns in her annual
18 reviews. Ms. Clairet has been told that nothing could be done under the current policies to remedy
19 pay inequality.

20 19. Although Ms. Clairet received regular cost of living raises and annual bonuses, the
21 raises and bonuses have not closed the gap much less made up for the disparity in total compensation
22 between Ms. Clairet and her male counterpart.

23 **C. Disney is sued in a class action alleging systematic pay inequality.**

24 20. On April 2, 2019, Defendants and others were sued by prospective class of women
25 alleging they were systematically paid less than male counterparts. The case is captioned *Rasmussen*
26 *v. The Walt Disney Company*, case no. 19STCV10974, pending in Los Angeles County Superior
27 Court.

28 21. Unsealed documents in that lawsuit show that Defendants were aware of widespread

1 pay inequality before the suit was filed.

2 22. Ms. Clairet was identified as a member of the putative class in that lawsuit.
3 Accordingly her statutes of limitations are tolled while she remains a potential member of the class.

4 23. In 2024, shortly before Ms. Clairet was laid off, Defendants announced a settlement
5 in the *Rasmussen* class action. The settlement was preliminarily approved by Order dated May 20,
6 2025.

7 24. The settlement agreement provides Ms. Clairet the opportunity to opt-out of the class
8 of Plaintiffs no later than August 16, 2025. The opt out process can be found at the internet address:
9 <https://www.rasmussenvtwdcsettlement.com/>.

10 25. Ms. Clairet completed the opt out process on the above referenced website on August
11 15, 2025.

12 **D. Ms. Clairet was a high performer who outperformed Her Male Counterpart.**

13 26. Her team tracked its workload on “Project Assignment” charts. The charts available
14 to Ms. Clairet show her taking the lion’s share of the work, including the highest profile projects.

15 27. For example, In 2019, Ms. Clairet was assigned 35 projects compared to 21 for her
16 male counterpart.

17 28. In 2020, Ms. Clairet worked *twice* the projects as her male counterpart did, 44 to 22.

18 29. In 2021, the disparity was 34 projects to 21.

19 30. In 2023 it was 32 to 26.

20 31. In 2024, through July, Ms. Clairet was assigned to 28 projects and her male
21 counterpart to 19.

22 32. In all the available project charts show Ms. Clairet worked *the most* projects in the
23 group *every single year*. Totaled, Ms. Clairet worked on 173 projects compared to 109 for her male
24 counterpart. This is 60% more work for much less pay.¹

25 33. In addition, Ms. Clairet would often rescue the department from her male
26

27 ¹ Differences in difficulty and time required between projects do not explain a consistent, massive
28 disparity in workload across decades. In fact, Ms. Clairet generally carried the most difficult
projects, and at one point managed six high profile live action series productions simultaneously.

1 counterpart's inability to manage his workload. For example, in or about 2019, this male counterpart
2 was assigned the legal work for the "Raven's Home" television series. He did not complete the
3 necessary agreements and documentation necessary for the production. Eventually, the then Vice
4 President of Production at Disney Channel Legal Affairs, discovered that this high profile television
5 series was being produced without the basic legal requirements – like having talent contracts in place
6 for the executive producers, line producer, and writers for over the past 2 years. Ms. Clairret, already
7 busy with more projects than anyone else in the department, quickly stepped in and took over the
8 series getting all the necessary agreements negotiated and signed in short order. Raven's Home is
9 one of several examples where Ms. Clairret stepped up to help out her male counterpart where he was
10 unable to manage his workload and prioritize his projects.

11 34. Ms. Clairret also received important special assignments and projects that her male
12 counterpart did not. These include designation as lead lawyer for (i) all animation third party
13 production projects, (ii) all distribution projects, and (iii) templates modification and creation (all
14 assigned by the then Deputy Chief Counsel of Disney Channel Legal Affairs).

15 35. Ms. Clairret also helped lead the creation of an internal website for the various legal
16 affairs lawyers throughout Disney Entertainment Television (assigned by General Counsel, Disney
17 Entertainment Television),

18 36. Ms. Clairret also trained others, including another Principal Counsel that did not have
19 any background or legal experience in television programming development and production. Ms.
20 Clairret was relied upon by senior management to train, supervise, and assist in the career
21 development of all subordinate attorneys. Her direct supervisor, the current Assistant Chief Counsel
22 of the Legal Affairs team, called training others Ms. Clairret's "superpower" on a few occasions.

23 **E. Ms. Clairret's selection over Her Male Counterpart on the Legal Affairs Team to be laid**
24 **off was gender discrimination.**

25 37. On September 24, 2024, Ms. Clairret was informed by the Deputy Chief Counsel that
26 her employment would terminate on October 19, 2024. Ms. Clairret was told she was laid off because
27 of cost-cutting requirements. She continued to work during this 4-week period closing matters on
28 her current projects and collaborated closely with senior management and other team members to

1 ensure a seamless transition. Upon the termination date, Ms. Clairret received a severance payment
2 pursuant to a written plan but was not asked to sign any release.

3 38. Ms. Clairret's layoff surprised her clients and team members, particularly because her
4 male counterpart kept his job. Senior executives in the Disney Branded Television (DBT) Business
5 Affairs, Production, and Finance groups all similarly commented to the same extent that this decision
6 was counter-intuitive because Ms. Clairret was by far more the most productive and effective lawyer
7 on the DBT Legal Affairs team and specifically in comparison to her male counterpart.² She was
8 also paid less than her male counterpart. If the reasons for the layoffs were due to cost cutting and
9 efficiencies as Ms. Clairret was explicitly told, then the higher paid and less effective male Principal
10 Counsel should have been selected.

11 39. There are only three plausible reasons to select Ms. Clairret over her male counterpart
12 on their Legal Affairs team. First, the male counterpart was preferred because he was a man.
13 Second, Ms. Clairret was selected because her years of campaigning for equal pay had a made her a
14 problem. Third, given the substantial salary disparity between the two, eliminating Ms. Clairret's
15 position also eliminated another glaring example of Disney's discriminatory pay policies and
16 practices. None of these reasons are legal or ethical.

17 **FIRST CAUSE OF ACTION**

18 **Violations of the California Equal Pay Act**

19 **(Labor Code § 1997.5)**

20 **(Against all Defendants)**

21 1. Plaintiff realleges and incorporates by reference the allegations contained in the
22 preceding paragraphs as though fully set forth herein.

23 2. Defendants discriminated against Plaintiff in violation of the Equal Pay Act by paying
24 her less compared to similarly situated men who performed equal or substantially similar work,
25 including her most direct comparison, the only male Principal Counsel who started working at
26 Disney on the same Legal Affairs team on the same day and continued to work with her as her equal

27 _____
28 ² Identities of these executives will not be disclosed unless we move to litigation to keep their
confidence and not subject them to possible retaliatory action by Disney.

1 until Ms. Clairet was laid off. Defendants subjected Plaintiff to discriminatory wages, bonuses, other
2 compensation and advancement opportunities.

3 3. Defendants knowingly and willfully paid Plaintiff less than her direct comparator and
4 other similarly situated men and continued to do so even after Defendants were sued in 2019 in the
5 class action lawsuit captioned *Rasmussen v. The Walt Disney Company*, Case No. 19STCV10974,
6 Los Angeles County Superior Court.

7 4. As a result of Defendants' conduct and discrimination, Plaintiff has suffered
8 economic damages and non-economic damages.

9 5. In addition to damages, Plaintiff is entitled to liquidated damages and attorneys' fees
10 due to Defendants' willful conduct.

11 **SECOND CAUSE OF ACTION**

12 **Disparate Treatment Based on Sex**

13 **(Fair Employment and Housing Act (FEHA), Gov. Code, §§ 12900, et seq.)**

14 **(Against All Defendants)**

15 6. Plaintiff realleges and incorporates by reference the allegations contained in the
16 preceding paragraphs as though fully set forth herein.

17 7. Defendants acted at all material times as an employer of Ms. Clairet, including
18 exercising control over Ms. Clairet's schedule and duties, supervising her, and compensating her for
19 her services.

20 Ms. Clairet was subjected to multiple adverse employment actions at Disney. Specifically, she was
21 paid less than male counterparts, did more work than male counterparts, and was unfairly selected
22 for layoff over male counterparts.

23 8. Plaintiff's gender was a substantial motivating factor in these actions. Male
24 colleagues who did less work and were less effective were treated favorably.

25 9. Ms. Clairet was harmed as a result of this discrimination, including emotional
26 distress, reputational harm and financial losses.

27 10. Defendant's conduct was a substantial factor in causing Ms. Clairet's harm.

28 11. Defendant's conduct constitutes disparate treatment based on sex in violation of the

1 Fair Employment and Housing Act (FEHA), Gov. Code, §§ 12923, 12940(a).

2 **THIRD CAUSE OF ACTION**

3 **Retaliation in Violation of the California Equal Pay Act.**

4 **(Labor Code § 1197.5)**

5 **(Against All Defendants)**

6 12. Plaintiff realleges and incorporates by reference the allegations contained in the
7 preceding paragraphs as though fully set forth herein.

8 13. Plaintiff repeatedly complained that she was being paid less than male counterparts.
9 Plaintiff's complaints marked her as a pay-equity problem.

10 14. A substantial reason why Plaintiff was selected for lay off rather than less qualified,
11 higher paid men was because Plaintiff was a pay-equity problem for Disney.

12 15. This retaliation caused Plaintiff economic and non-economic damages.

13 16. Plaintiff is entitled to damages, liquidated damages, equitable relief, front pay in lieu
14 of reinstatement and attorneys' fees due to Defendants retaliation.

15 **FOURTH CAUSE OF ACTION**

16 **Retaliation in Violation of FEHA**

17 **(Government Code § 1240(j))**

18 **(Against All Defendants)**

19 17. Plaintiff realleges and incorporates by reference the allegations contained in the
20 preceding paragraphs as though fully set forth herein.

21 18. Plaintiff repeatedly complained that she was being paid less than male counterparts.
22 Plaintiff's complaints marked her as a pay-equity problem.

23 19. A substantial reason why Plaintiff was selected for lay off rather than less qualified,
24 higher paid men was because Plaintiff was a pay-equity problem for Disney.

25 20. This retaliation caused Plaintiff economic and non-economic damages.

26 21. Plaintiff is entitled to damages, liquidated damages, equitable relief, front pay in lieu
27 of reinstatement and attorneys' fees due to Defendants retaliation.

28 //

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay Wages Due to Discharged Employees**

3 **California Labor Code §§ 201-203, *et. seq.***

4 **(Against All Defendants)**

5 22. Plaintiff realleges and incorporates by reference the allegations contained in the
6 preceding paragraphs as though fully set forth herein.

7 23. Defendants are required to immediately pay all earned and unpaid wages to an
8 employee who is discharged.

9 24. Defendants did not pay all earned and unpaid wages to Plaintiff when she was laid
10 off. Defendants deliberately paid Plaintiff lower wages than similarly situated men performing
11 substantially similar work. Therefore, Defendant failed and continues to fail to pay all earned but
12 unpaid wages due to Plaintiff.

13 25. Employers that willfully fail to pay earned and unpaid wages on termination are liable
14 for penalties in the amount of 30 days' work at the employee's normal rate of pay.

15 **SIXTH CAUSE OF ACTION**

16 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**

17 **(Business and Professions Code § 17200, *et seq.*)**

18 **(Against All Defendants)**

19 26. Plaintiff realleges and incorporates by reference the allegations contained in the
20 preceding paragraphs as though fully set forth herein.

21 27. Defendants are persons as defined under the Business and Professions Code.

22 28. Defendants' violations of the Equal Pay Act, FEHA, and the Labor Code are unlawful
23 business practices prohibited by the Business and Professions Code.

24 29. As a result of this unlawful conduct, Defendants reaped benefits at the expense of
25 Plaintiff.

26 30. Plaintiff is entitled to restitution for the benefits reaped by Defendants.

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1 **SEVENTH CAUSE OF ACTION**

2 **WAGE PENALTIES**

3 **(California Labor Code § 210, *et seq.*)**

4 **(Against All Defendants)**

5 31. Plaintiff realleges and incorporates by reference the allegations contained in the
6 preceding paragraphs as though fully set forth herein.

7 32. Defendants failed to pay Plaintiff equal wages when due.

8 33. Labor Code section 210 mandates a one hundred dollar penalty for the first violation
9 of the failure to pay wages, and two hundred dollars for each subsequent violation, or for any willful
10 violation, plus 25 percent of the amount of unpaid wages unlawfully withheld.

11 34. Plaintiff is entitled to recover these penalties for Defendants unlawful failure to pay
12 wages.

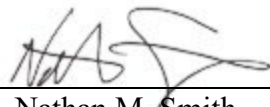
13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, as follows:

- 15 1. Compensatory damages for emotional distress and lost wages;
16 2. Penalties as provided by statute;
17 3. Liquidated damages provided by statute;
18 4. Punitive damages for the willful and malicious conduct;
19 5. Backpay, reinstatement, or front pay in lieu of reinstatement;
20 6. Attorney's fees and costs incurred in bringing this action;
21 7. For costs of suit incurred herein; and
22 8. Such other and further relief as the Court may deem just and proper.

23 Date: August 15, 2025

BROWN NERI SMITH & KHAN, LLP

24
25 By: 
26 Nathan M. Smith


27 Attorneys for Plaintiff
28 Alisa Clairet

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues such triable.

Date: August 15, 2025

BROWN NERI SMITH & KHAN, LLP

By: 
Nathan M. Smith

Attorneys for Plaintiff
Alisa Clairet

Deadline