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13 *Paula Abdul*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**

16 PAULA ABDUL,

17 Plaintiff,

18 v.

19 NIGEL LYTHGOE, an individual; 19  
20 ENTERTAINMENT, INC., a New York  
21 corporation; FREMANTLEMEDIA NORTH  
22 AMERICA, INC., a Delaware corporation;  
23 AMERICAN IDOL PRODUCTIONS, INC.,  
24 a California corporation; DANCE NATION  
25 PRODUCTIONS INC., a Delaware  
26 corporation; and DOES 1 through 20,  
27 inclusive

28 Defendants.

Case No.

**COMPLAINT FOR DAMAGES for:**

- 1) **SEXUAL ASSAULT/BATTERY**
- 2) **SEXUAL HARASSMENT**
- 3) **GENDER VIOLENCE**
- 4) **NEGLIGENCE**

**DEMAND FOR JURY TRIAL**

[Filed pursuant to C.C.P. § 340.16, as  
Amended by Assembly Bill 2777, and § 395]

Plaintiff Paula Abdul (“Abdul”) brings this action against Defendants Nigel Lythgoe, 19  
Entertainment, Inc., FremantleMedia North America, Inc., American Idol Productions, Inc., Dance  
Nation Productions, Inc., and Does 1 through 20 (collectively, “Defendants”), alleging as follows:

**NATURE OF THE CASE**

1. This action arises out of Defendant Nigel Lythgoe’s (“Lythgoe”) multiple sexual  
assaults of Abdul and resulting harassment by Lythgoe and other executives, employees, agents,

1 and/or representatives of Defendants of Abdul while she appeared as a judge on the hit television  
2 competition shows *American Idol* and *So You Think You Can Dance*.

3         2.         In or about early 2001, Abdul's business manager was approached by FOX about  
4 an opportunity for Abdul to appear as a judge on the soon-to-air American version of the British  
5 television competition show *Pop Idol*. As Abdul was coming out of a six-year hiatus from the  
6 entertainment industry due to injuries sustained in an accident, she was intrigued and ultimately  
7 entered into a contract with American Idol Productions, Inc., a subsidiary of FremantleMedia  
8 North America, Inc., to appear as a judge on the first season of *American Idol*.

9         3.         As the only *American Idol* judge with American celebrity status, who also was as  
10 international star and Grammy winner that had sold millions records around the world, Abdul  
11 proved to be a huge asset for the show. Viewership and ratings for the show skyrocketed during  
12 Abdul's tenure on the program, which spanned eight seasons from 2002 through 2009. Tellingly,  
13 ratings for the show began to sink almost immediately following her departure from the show.

14         4.         Despite Abdul's contributions to the success of *American Idol*, the relationship  
15 between her and the show's producers and co-judges was strained from the start. Throughout her  
16 tenure on the show, Abdul not only was discriminated against in terms of compensation and  
17 benefits as compared to one of the show's male judges and the host, but she was the target of  
18 constant taunts, bullying, humiliation, and harassment from several executives, agents, employees,  
19 and/or representatives of Defendants, despite the fact that Defendants knew that Abdul was  
20 undergoing multiple spinal surgeries during her tenure on the show.

21         5.         The impetus of much of the harassment lobbied against Abdul was Lythgoe, who  
22 subjected Abdul not just to verbal harassment and bullying but also sexual abuse.

23         6.         During one of *American Idol's* initial seasons, while on the road for the show's  
24 regional auditions, Lythgoe sexually assaulted Abdul. One evening, following the day's auditions,  
25 Lythgoe and Abdul entered the elevator of the hotel where they were staying. Upon entering the  
26 elevator, Lythgoe shoved Abdul against the wall, then grabbed her genitals and breasts, and began  
27 showing his tongue down her throat. Abdul attempted to push Lythgoe away from her and let him  
28 know that his behavior was not acceptable. When the doors to the elevator for her floor opened,

1 Abdul ran out of the elevator and to her hotel room. In tears, Abdul quickly called one of her  
2 representatives to inform them of the assault, but ultimately decided not to take action for fear that  
3 Lythgoe would have her fired from *American Idol*.

4 7. The assaults and harassment Abdul experienced from Lythgoe were not limited to  
5 her time on *American Idol*. In or about late 2014, Abdul was approached to appear as a judge on  
6 *So You Think You Can Dance*, and entered into a contract in January 2015 with Dance Nation  
7 Productions, Inc., which, on information and belief, was a subsidiary of 19 Entertainment, Inc., to  
8 appear as a judge on Season 12 of the show. At or around the time Abdul was working on *So You*  
9 *Think You Can Dance*, Lythgoe invited her to dinner at his home to discuss other opportunities for  
10 the two to work together. Believing this to be a professional invitation, Abdul accepted. Toward  
11 the end of the evening, however, Lythgoe forced himself on top of Abdul while she was seated on  
12 his couch and attempted to kiss her while proclaiming that the two would make an excellent  
13 “power couple.” Abdul pushed Lythgoe off of her, explaining that she was not interested in his  
14 advances, and immediately left Lythgoe’s home. As with the earlier incident, Abdul feared she  
15 would be retaliated against or blackballed if she spoke out about the incident.

16 8. Abdul was not the only one subject to Lythgoe’s abuse. In April 2015, while  
17 filming for *So You Think You Can Dance* in Las Vegas, Abdul witnessed Lythgoe sexually assault  
18 on of her assistants, “April.”<sup>1</sup> One evening, Lythgoe approached Abdul and April from behind,  
19 pressed himself up against April, and began to grope her. April did not consent.

20 9. For years, Abdul has remained silent about the sexual assaults and harassment she  
21 experienced on account of Lythgoe due to fear of speaking out against one of the most well-known  
22 producers of television competition shows who could easily break her career as a television  
23 personality and of being ostracized and blackballed by an industry that had a pattern of protecting  
24 powerful men and silencing survivors of sexual assault and harassment. In addition, the contracts  
25 Abdul signed to appear on *American Idol* and *So You Think You Can Dance*, which were drafted  
26 by entities with which Lythgoe was associated, prohibited Abdul from publicly discussing

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28 \_\_\_\_\_  
<sup>1</sup> An alias has been used to protect the privacy and identity of this non-party.

1 anything that might be deemed “confidential business information” (including information about  
2 the judges, hosts, or production entities or staff) and/or which would be perceived as “derogatory.”

3 10. In light of the Sexual Abuse and Cover Up Accountability Act, AB2777, Abdul is  
4 no longer willing to remain silent. She thus brings her claims pursuant to Code of Civil Procedure  
5 section 340.16(e), which provides that a claim for damages suffered as a result of a sexual assault  
6 that occurred on or after a plaintiff’s 18th birthday otherwise barred may be filed between January  
7 1, 2023, and December 31, 2023. Abdul’s lawsuit complies with requirements of this code.

8 **PARTIES**

9 11. Plaintiff Paula Abdul is an adult female residing in Los Angeles, California. Abdul  
10 is an American singer, dancer, choreographer, actress, and television personality who, among  
11 other things, is a Grammy and two-time Emmy award winning. Abdul has worked in the  
12 entertainment industry for over forty years. She began her career as a dancer and choreographer,  
13 working with some of the top names in the industry, such as Janet Jackson. She then went on to  
14 have an illustrious music career, with her debut studio album, *Forever Your Girl* (1988), becoming  
15 the most successful debut album in history at the time, reaching number one on  
16 the *Billboard 200* after sixty-four weeks (where it stayed for ten weeks), and setting a record for  
17 the most singles from a debut album to reach number one on the *Billboard Hot 100* in the United  
18 States. Following her musical debut, Abdul continued to achieve renowned success in the industry  
19 throughout the 1990s and the present, most recently as a television personality on several  
20 television competition shows, including *American Idol* and *So You Think You Can Dance*.

21 12. Defendant Nigel Lythgoe is an adult male residing, on information and belief, in  
22 Los Angeles, California. Lythgoe is a television and film director, producer, and television  
23 personality who produced several competition-based television shows, including *American Idol*  
24 and its British predecessor, *Pop Idol*, and *So You Think You Can Dance*. At the time of the events  
25 underlying this action, Lythgoe was an executive producer of *American Idol*, *So You Think You*  
26 *Can Dance*, and president of the television division of Defendant 19 Entertainment, Inc.

27 13. Defendant 19 Entertainment, Inc. (“19 Entertainment”) is a New York corporation  
28 that does business in California and has its principal place of business in Van Nuys, California. At

1 the time of the events underlying this action, 19 Entertainment was one of the production  
2 companies for *American Idol* and *So You Think You Can Dance*.

3 14. Defendant FremantleMedia North America, Inc. (“Fremantle”) is a Delaware  
4 corporation that does business in California and has its principal place of business in Burbank,  
5 California. At the time of the events underlying this action, Fremantle was one of the production  
6 companies for *American Idol*.

7 15. Defendant American Idol Productions, Inc. (“Idol Productions”) is a California  
8 corporation whose principal place of business is in Burbank, California. At the time of the events  
9 underlying this action, Abdul was in a contractual employment relationship with Idol Productions,  
10 which at the time was a wholly-owned subsidiary of Fremantle.

11 16. Defendant Dance Nation Productions, Inc. (“Dance Nation”) is a Delaware  
12 corporation that does business in California and has its principal place of business in Van Nuys,  
13 California. At the time of the events underlying this action, Abdul was in a contractual  
14 employment relationship with Dance Nation, which, on information and belief, was a wholly-  
15 owned subsidiary of 19 Entertainment.

16 17. The true names and capacities, whether individual, corporate, partnership,  
17 associate, or otherwise, of Defendants Does 1–20, inclusive, are unknown to Plaintiff.  
18 Accordingly, Plaintiff sues Does 1–20 by such fictitious names pursuant to section 474 of the  
19 Code of Civil Procedure. Plaintiff will seek leave to amend this Complaint to allege their true  
20 names and capacities when they are ascertained. Plaintiff is informed and believes and thereon  
21 alleges that Does 1–20 are legally responsible in some manner for the events, happenings, and/or  
22 tortious and unlawful conduct that caused the injuries and damages alleged herein.

23 18. On information and belief, at all times material hereto, Defendants<sup>2</sup> were the  
24 agents, representatives, servants, employees, partners, joint venturers, and/or conspirators of each  
25 and every other Defendant and were acting within the course and scope of said alternative  
26 capacity, identity, agency, representation and/or employment and were within the scope of their

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28 <sup>2</sup> Whenever reference is made to “Defendants” in this Complaint, such allegation shall be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

1 authority, whether actual or apparent. Each of the Defendants is responsible in some manner for  
2 one or more of the events and happenings described herein. Each Defendant approved and/or  
3 ratified the conduct of each other Defendant. Consequently, each Defendant is jointly and  
4 severally liable to Plaintiff for the damages sustained as a proximate result of his, her, or its  
5 conduct. Each of the Defendants proximately caused the injuries and damages alleged.

6 **JURISDICTION AND VENUE**

7 19. This Court has jurisdiction over this action pursuant to California Code of Civil  
8 Procedure § 410.10. Plaintiff seeks damages under the statutory and common law of the State of  
9 California.

10 20. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395  
11 because (a) some of the acts and transactions described herein occurred within this county; and/or  
12 (b) some Defendants are or were registered to do business in the State of California and/or are or  
13 were doing business within this county.

14 21. The amount in controversy, exclusive of interest and costs, exceeds the  
15 jurisdictional minimum of this Court. Accordingly, this Court has jurisdiction over the case at bar.

16 **GENERAL FACTUAL ALLEGATIONS**

17 22. In or about early 2001, Abdul's business manager was approached by FOX about  
18 an opportunity for Abdul to appear as a judge on the soon-to-air American version of the British  
19 television singing competition show *Pop Idol*. At the time she was approached by FOX, Abdul  
20 was coming out of a six-year hiatus from the entertainment industry due to injuries she had  
21 sustained in an accident, and thus, she was intrigued by the opportunity.

22 23. Shortly thereafter, Abdul met with executives and producers for the show. During  
23 the meeting, Abdul was verbally insulted and belittled by Lythgoe, one of the executive producers  
24 on the show, who told she was a "has been" celebrity and probably wouldn't be known by the  
25 show's contestants. Though other show producers and executives attempted to downplay  
26 Lythgoe's comments and cajole Abdul that she was exactly what they were looking for, Abdul left  
27 the meeting with grave reservations about appearing on the show and informed her representatives  
28 about such concerns. Ultimately, however, Abdul and her representatives put Lythgoe's comments

1 aside, hoping his conduct was a one-time event, and decided to take a chance on the show.

2       24. In or around April 2002, Abdul (through her loan-out company, Paula Abdul, Inc.)  
3 entered into a contract with Idol Productions, then a subsidiary of Fremantle, to appear as a judge  
4 on the first season of the then-titled series, *American Idol: The Search for a Superstar*.

5       25. Abdul's participation in *American Idol* ended up being a huge commercial success.  
6 During her tenure on the show, which spanned eight seasons from 2002 to 2009, viewership and  
7 ratings for the show skyrocketed, hitting their peak between Seasons 5 and 8. Tellingly, ratings  
8 and viewership began to sink almost immediately following Abdul's departure from the show.

9       26. Despite Abdul's contributions to the commercial success of *American Idol*, the  
10 relationship between her and the show's producers was strained from the start. Indeed, Lythgoe's  
11 assaults and harassment of Abdul turned out not to be limited to her initial meeting.

12       27. Throughout her tenure on *American Idol*, Abdul not only was discriminated against  
13 in terms of compensation and benefits as compared to one of the show's male judges and host  
14 (making nearly pennies to the dollar of what one of her male counterparts were making), but she  
15 was the target of constant taunts, bullying, humiliation, and harassment from Lythgoe and other  
16 executives, agents, employees, and/or representatives of the show's producers, 19 Entertainment  
17 and Fremantle. For example, show producers often edited or misleadingly displayed footage of  
18 Abdul that made her appear to television audiences as if she were inept, which was not true.

19       28. Shockingly, Defendants subjected Abdul to such discrimination and harassment all  
20 while knowing that she was undergoing multiple spinal surgeries during her tenure on the show.

21       29. The impetus of much of the harassment lobbied against Abdul was Lythgoe, who  
22 subjected Abdul not just to verbal harassment and bullying but also sexual abuse.

23       30. During one of *American Idol's* initial seasons, while on the road for the show's  
24 regional auditions, Lythgoe sexually assaulted Abdul. One evening, following the day's auditions,  
25 Lythgoe and Abdul entered the elevator of the hotel where they were staying. Upon entering the  
26 elevator, Lythgoe shoved Abdul against the wall, then grabbed her genitals and breasts, and began  
27 shoving his tongue down her throat. Abdul attempted to push Lythgoe away from her. When the  
28 doors to the elevator for her floor opened, Abdul ran out of the elevator and to her hotel room.

1 Abdul quickly called one of her representatives in tears to inform them of the assault.

2 31. At the time the assault occurred, and throughout her entire tenure on *American Idol*,  
3 Lythgoe was not just an executive producer of the show but also was president of the television  
4 division of one of the show's production companies, 19 Entertainment. As such, Lythgoe had the  
5 ability to terminate Abdul's participation on *American Idol*. Fearing that Lythgoe would so retaliate  
6 against her if she were to say anything, Abdul ultimately decided not to take action and stay silent.

7 32. Further, Abdul's contracts with Idol Productions prohibited her from publicly  
8 discussing or disclosing any sensitive and material information relating to *American Idol* or the  
9 show's producer's business affairs, show participants, plans, personnel, and/or operations.

10 33. The assaults and harassment Abdul experienced from Lythgoe were not limited to  
11 her time on *American Idol*.

12 34. In or about late 2014, Abdul was approached by FOX to appear as a judge on the  
13 hit dance competition television show *So You Think You Can Dance*. Having had a great  
14 experience being a judge for a season on the Australian version of the show, Abdul accepted and,  
15 in January 2015, entered into a contract (through her loan-out company) with Dance Nation to  
16 appear as a judge on Season 12 of *So You Think You Can Dance*. On information and belief,  
17 Dance Nation was a subsidiary of 19 Entertainment, one of the show's production companies.

18 35. At or around the time Abdul was working on *So You Think You Can Dance*,  
19 Lythgoe invited her to dinner at his home to discuss other opportunities for the two to work  
20 together. Believing this to be a professional invitation, Abdul accepted. Toward the end of the  
21 evening, Lythgoe forced himself on top of Abdul while she was seated on his couch and attempted  
22 to kiss her while proclaiming that the two would make an excellent "power couple." Abdul pushed  
23 Lythgoe off of her, explaining that she was not interested in his advances, and immediately left.

24 36. As with the earlier incident, Abdul feared she would be retaliated against if she  
25 spoke out about the incident. At the time, Lythgoe was an executive producer of *So You Think You*  
26 *Can Dance* and also president of the television division of 19 Entertainment. Just as with  
27 *American Idol*, Lythgoe had the ability to remove Abdul from *So You Think You Can Dance*.

28 37. Further, Abdul's contract with Dance Nation prohibited her from publicly



1 discussing or disclosing any information concerning any hosts, judges, and/or production  
2 personnel associated with *So You Think You Can Dance* or the show's business affairs.

3 38. Abdul was not the only one subject to Lythgoe's abuse. In April 2015, while  
4 filming for *So You Think You Can Dance* in Las Vegas, Abdul witnessed Lythgoe sexually assault  
5 one of her assistants, "April." One evening, Lythgoe approached Abdul and April from behind,  
6 pressed himself up against April, and began to grope her. April did not consent.

7 39. Ultimately, Abdul spent just two seasons on *So You Think You Can Dance*, leaving  
8 the show after its thirteenth season in summer of 2016. She has not worked with Lythgoe since.

9 40. Lythgoe knew and was aware that his treatment of Abdul was inappropriate and  
10 even criminal. Indeed, at one point, Lythgoe called Abdul and taunted her that they should  
11 celebrate because it had been "seven years and the statute of limitations had run." Lythgoe clearly  
12 knew that his assaults of Abdul were not just wrong but that he held the power to keep her silent.

13 41. On information and belief, Defendants were aware of Lythgoe's indecent conduct.  
14 Indeed, in or about 2008, MADtv, a production of FOX, aired a parody of *So You Think You Can*  
15 *Dance*, in which Lythgoe was openly portrayed as being not just crass but engaging in sexually  
16 harassing behavior toward show contestants. (See [https://www.youtube.com/watch?v=KIMGyt-](https://www.youtube.com/watch?v=KIMGyt-O7zY)  
17 [O7zY](https://www.youtube.com/watch?v=KIMGyt-O7zY).) Yet, despite it being well-known that Lythgoe's behavior was inappropriate, Defendants  
18 did nothing to stop it or prevent it, either on the screen or behind the scenes.

19 **FIRST CAUSE OF ACTION**

20 **SEXUAL ASSAULT/BATTERY**

21 **(Against All Defendants and DOES 1-20)**

22 42. Abdul incorporates the allegations contained in the preceding paragraphs as though  
23 fully set forth herein.

24 43. During Lythgoe's time as executive producer of *American Idol* and/or *So You*  
25 *Think You Can Dance*, and while he was president of a division of 19 Entertainment, Lythgoe  
26 intentionally subjected Abdul to repeated acts of sexual assault and battery, including but not  
27 limited to non-consensual acts of touching, kissing, and/or fondling of Abdul's genitals and/or  
28 breasts. Through these actions, Lythgoe intended to cause harmful or offensive contact with

1 Abdul's person and/or intended to put Abdul in imminent apprehension of such contact. These  
2 incidents of sexual assault and battery occurred while Abdul was in a professional, business,  
3 and/or employer-employee relationship, whether directly or indirectly, with all Defendants.

4 44. Lythgoe did the aforementioned acts with the intent to cause a harmful or offensive  
5 contact with an intimate part of Abdul's person that would offend a reasonable sense of personal  
6 dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of  
7 Abdul's person that would offend a reasonable sense of personal dignity.

8 45. 19 Entertainment, Dance Nation, and on information and belief Fremantle and Idol  
9 Productions, had actual knowledge of Lythgoe's conduct, yet Defendants did nothing to  
10 investigate, supervise, or monitor Lythgoe to ensure the safety of their employees, agents, or those  
11 subordinate to Lythgoe in his capacity an executive producer of *American Idol* and/or *So You*  
12 *Think You Can Dance*, or in his capacity as president of a division of 19 Entertainment.

13 46. On information and belief, Defendants ratified and/or authorized Lythgoe's sexual  
14 assault and battery of Abdul by (1) failing to discharge, dismiss, discipline, suspend, and/or  
15 supervise Lythgoe after receiving notice that Lythgoe had sexually assaulted Abdul; (2) placing  
16 Lythgoe in and allowing him to create a workplace environment where he could supervise and  
17 control the conduct of Abdul and other employees and/or agents; (3) actively shielding Lythgoe  
18 from responsibility for his sexual assaults of Abdul; (4) failing to inform, or concealing from, law  
19 enforcement officials the fact the Defendants knew or had reason to know that Lythgoe may have  
20 sexually assaulted Abdul; (5) failing to take steps to timely remove Lythgoe from Defendant's  
21 employ so as to prevent him from using the authority bestowed upon him by Defendants to gain  
22 access to Abdul and sexually assault her; and (6) failing to take reasonable steps, and to implement  
23 reasonable safeguards and/or policies to avoid acts of unlawful sexual misconduct by Lythgoe.

24 47. In committing the acts herein alleged, Lythgoe committed sexual battery against  
25 Abdul in violation of Civil Code section 1708.5, which acts were ratified and/or authorized by  
26 Defendants.

27 48. In committing the acts herein alleged, Defendants violated Abdul's right, pursuant  
28 to Civil Code section 43, of protection from bodily restraint or harm, and from personal insult.



1 ensure the safety of Abdul and others similarly situated.

2           56.     On information and belief, Defendants ratified and/or authorized Lythgoe's sexual  
3 assault and harassment of Abdul by (1) failing to discharge, dismiss, discipline, suspend, and/or  
4 supervise Lythgoe after receiving notice that Lythgoe had sexually assaulted Abdul; (2) placing  
5 Lythgoe in and allowing him to create a workplace environment where he could supervise and  
6 control the conduct of Abdul and other employees and/or agents; (3) actively shielding Lythgoe  
7 from responsibility for his sexual assaults of Abdul; (4) failing to inform, or concealing from, law  
8 enforcement officials the fact the Defendants knew or had reason to know that Lythgoe may have  
9 sexually assaulted Abdul; (5) failing to take steps to timely remove Lythgoe from Defendant's  
10 employ so as to prevent him from using the authority bestowed upon him by Defendants to gain  
11 access to Abdul and sexually assault her; and (6) failing to take reasonable steps, and to implement  
12 reasonable safeguards and/or policies to avoid acts of unlawful sexual misconduct by Lythgoe.  
13 (*C.R. v. Tenet Healthcare Corp.* (2009) 169 Cal. App. 4th 1094; *Iverson v. Atlas Pac. Eng'g*,  
14 (1983) 143 Cal. App. 3d 219, 228; *Herrick v. Quality Hotels, Inns & Resorts, Inc.* (1993) 19  
15 Cal.App.4th 1608, 1618; *Hart v. National Mortgage & Land Co.* (1987) 189 Cal.App.3d 1420,  
16 1432).

17           57.     As a direct and proximate result of the conduct of Defendants, individually, jointly,  
18 and/or severally, Abdul has suffered severe emotional distress, emotional anguish, fear, anxiety,  
19 humiliation, embarrassment, and other physical and emotional injuries, and damages (economic  
20 and noneconomic). The injuries suffered by Abdul are substantial, continuing, and permanent.

21           58.     Abdul is informed, and based thereon alleges, that the conduct of Defendants was  
22 oppressive, malicious, and despicable in that it was intentional and done in conscious disregard for  
23 the rights and safety of others, and were carried out with a conscious disregard of their right to be  
24 free from such tortious behavior, such as to constitute oppression, fraud, or malice pursuant to  
25 Civil Code section 3294, entitling Abdul to punitive damages against Defendants.

26           59.     Abdul seeks appropriate statutory penalties pursuant to Civil Code section 52.

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1 **THIRD CAUSE OF ACTION**

2 **GENDER VIOLENCE – CIVIL CODE § 52.4**

3 **(Against All Defendants and DOES 1-20)**

4 60. Abdul incorporates the allegations contained in the preceding paragraphs as though  
5 fully set forth herein.

6 61. Defendants’ acts committed against Abdul, as alleged herein, constitute gender  
7 violence and a form of sex discrimination in that one or more of Defendants’ acts would constitute  
8 a criminal offense under state law that has, as an element, the use, attempted use, or threatened use  
9 of physical force against the person of another, committed at least in part based on the gender of  
10 the victim, whether or not those acts have resulted in criminal complaints, charges, prosecution, or  
11 conviction.

12 62. Defendants’ acts committed against Abdul, as alleged herein, constitute gender  
13 violence and a form of sex discrimination in that Defendants’ conduct caused a physical intrusion  
14 or physical invasion of a sexual nature upon Abdul under coercive conditions, whether or not  
15 those acts have resulted in criminal complaints, charges, prosecution, or conviction.

16 63. Abdul was subjected to Lythgoe’s physical intrusion/invasion of a sexual nature  
17 under coercive conditions. Lythgoe intentionally subjected Abdul to repeated acts of sexual assault  
18 and battery, including but not limited to touching, kissing, and/or fondling of Abdul’s genitals  
19 and/or breasts. The conditions were coercive because Abdul trusted Defendants and did not  
20 consent to the sexual acts.

21 64. As a proximate result of Defendants’ actions, Abdul is entitled to actual damages,  
22 compensatory damages, punitive damages, injunctive relief, any combination of those, or any  
23 other appropriate relief.

24 65. Abdul also is entitled to attorney’s fees and costs pursuant to Civil Code section  
25 52.4.

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1 **FOURTH CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(Against All Defendants and DOES 1-20)**

4 66. Abdul incorporates the allegations contained in the preceding paragraphs as though  
5 fully set forth herein.

6 67. Defendants had a duty to protect employees and agents such as Abdul. Defendants  
7 were required but failed to provide adequate supervision and to be properly vigilant in ensuring  
8 that such supervision was sufficient to ensure the safety of Abdul and others similarly situated.

9 68. Defendants had a duty to and failed to adequately train and supervise all employees  
10 on sexual harassment and/or assault, and/or to implement any procedures or complaint process for  
11 employees to report or seek refuge from sexual harassment and/or assault.

12 69. At all relevant times herein Lythgoe, while in the course and scope of his position  
13 as executive producer of *American Idol* and/or *So You Think You Can Dance*, and as president of a  
14 division of 19 Entertainment, intended to cause harmful or offensive contact with intimate parts of  
15 Abdul, acted to cause Abdul to be in imminent apprehension of such sexually harmful or offensive  
16 contact, and sexually offensive contact with Abdul directly and indirectly resulted therefrom.

17 70. Defendants knew or should have known that Lythgoe's conduct, as outlined above,  
18 was sexual in nature and/or could be interpreted to be sexual in nature such that the conduct had a  
19 substantial likelihood of causing harm to Abdul.

20 71. Defendants knew or should have known of Lythgoe's propensity to engage in and  
21 history of engaging in sexual misconduct, along with harassing and inappropriate behavior.

22 72. Defendants owed Abdul a duty to reasonably identify, remove, and/or report to law  
23 enforcement authorities and/or to government agencies individuals who it knew, or should have  
24 known, were sexual predators in its service and employ. Defendants owed Abdul a duty to control  
25 the acts of their agents, servants, and/or employees. Defendants breached these duties.

26 73. Defendants owed Abdul a duty to provide an environment that was free from  
27 sexual touching, sexual harassment, and sexual assault. Defendants breached this duty of care.

28 74. As a direct and proximate result of Defendants' multiple and continuous breaches,

1 Abdul has suffered severe emotional distress, emotional anguish, fear, anxiety, humiliation,  
2 embarrassment, and other physical and emotional injuries, and damages (economic and  
3 noneconomic). The injuries suffered by Abdul are substantial, continuing, and permanent.


4 **PRAYER FOR RELIEF**

5 WHEREFORE, Abdul prays for the following relief against Defendants:

- 6 1. For past, present, and future general damages in an amount to be determined at trial;
- 7 2. For past, present, and future special damages, including but not limited to past, present  
8 and future lost earnings, economic damages, and others in an amount to be determined at trial;
- 9 3. Any appropriate statutory damages;
- 10 4. For costs of suit;
- 11 5. For interest as allowed by law;
- 12 6. For any appropriate punitive or exemplary damages;
- 13 7. For attorney's fees pursuant to Civil Code sections 51.9(b), 52, 52.4, or otherwise as  
14 allowable by law; and
- 15 8. For such other and further relief as the Court may deem proper.

16  
17 DATED: December 29, 2023

**JOHNSON & JOHNSON LLP**

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20 By:   
21 \_\_\_\_\_  
22 Neville L. Johnson  
23 Douglas L. Johnson  
24 Melissa N. Eubanks  
25 *Attorneys for Plaintiff*  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury in this action for any and all claims so triable.

DATED: December 29, 2023

**JOHNSON & JOHNSON LLP**

By:   
\_\_\_\_\_  
Neville L. Johnson  
Douglas L. Johnson  
Melissa N. Eubanks  
*Attorneys for Plaintiff*