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**SHANNON HIGH-BASSALIK**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHANNON HIGH-BASSALIK,  
Plaintiff,

v.

AL JAZEERA AMERICA and EHAB AL  
SHIHABI, in his individual and  
professional capacities,  
Defendants.

Case No.: \_\_\_\_\_

**JURY TRIAL DEMAND**

**COMPLAINT FOR DAMAGES**

Plaintiff Shannon High-Bassalik (“Ms. High-Bassalik” or “Plaintiff”), by and through her undersigned counsel, Wigdor LLP, as and for her Complaint in this action against Defendants Al Jazeera America (“Al Jazeera” or the “Company”) and Ehab Al Shihabi (“Al Shihabi”) (collectively, “Defendants”), hereby alleges as follows:

## NATURE OF THE CLAIMS

1. Al Jazeera was founded in America on the principles of offering “unbiased, fact-based, in-depth stories of U.S. and international news,” while at the same time being guided by a self-designed “mission” to have “integrity and respect guide our conduct internally and externally.”

2. The truth, unfortunately, paints a much darker and bleaker picture, one where truth and objectivity are set aside to cater to the Company’s pro-Arabic prejudices.

3. As ratings failed to live up to the expectations of management, Al Jazeera openly decided to abandon all pretense of neutrality in favor of putting the Arabic viewpoint front and center, openly demanding that programs be aired that criticized countries such as America, Israel and Egypt.

4. Dedicated journalists such as Ms. High-Bassalik were told that if this abandonment of journalistic integrity led people to deem them “terrorists,” that was an acceptable risk for the Company to take.

5. For example, in a meeting with news producers, Al Jazeera’s corporate management in Qatar outrageously stated that many in the Arab world believed that the attacks on American on September 11, 2001 were staged by the CIA to allow America to wage an unjust war on the Arabic world. Incredibly, this was held out as the type of editorial viewpoint the Company should take guidance from.

6. Also following this directive, employees made inflammatory statements such as “Israelis are like Hitler,” and “Anyone who supports Israel should die a fiery death.” Rather than discipline these offending employees, the Company brazenly demonstrated its true feelings

1 by terminating the employment of individuals who dared stand up to complain about such blatant  
2 discrimination, especially coming from an ostensibly unbiased news organization.

3         7. It is little wonder, given this editorial mandate that ran throughout the Company,  
4 that Al Jazeera's unlawful and discriminatory behavior extended to its treatment of its  
5 employees.  
6

7         8. Far from being governed the "integrity and respect" that it publicly lauded, the  
8 Company has instead systematically favored its Arabic and male employees, treating its non-  
9 Arabic and female employees as second class citizens who are the constant targets of abuse and  
10 degradation.  
11

12         9. Individuals who had no more experience than managing a local Sunglass Hut  
13 were promoted to key leadership positions, while more qualified non-Arabic, American and  
14 female employees consistently saw their performance undermined and their professional  
15 responsibilities taken away from them.  
16

17         10. Any employee who objected to this conduct, including Plaintiff, were  
18 marginalized, belittled, and ultimately terminated.

19         11. This is an action for declaratory, injunctive and monetary relief to redress the  
20 unlawful discrimination, hostile work environment and retaliation committed against Plaintiff  
21 throughout her employment in violation of Section 1981 of the Civil Rights Act of 1866, 42  
22 U.S.C. § 1981 ("Section 1981"), the New York State Human Rights Law, New York Executive  
23 Law §§ 290 *et seq.* ("NYSHRL") and the New York City Human Rights Law, New York City  
24 Administrative Code §§ 8-101 *et seq.* ("NYCHRL").  
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1           12. Further, Defendants' conduct has breached the contract Plaintiff had with the  
2 Company, governing the terms and conditions of her employment, and breached the implied  
3 covenant of good faith and fair dealing attendant to that contract.  
4

5           13. Defendants' conduct also is in violation of Title VII of the Civil Rights Act of  
6 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* ("Title VII"). Simultaneously with the filing of  
7 this action, Plaintiff will file a charge of discrimination with the Equal Employment Opportunity  
8 Commission ("EEOC") with regard to these violations. Plaintiff will seek leave to file an  
9 Amended Complaint following her receipt of a Notice of Right to Sue.  
10

#### 11                           **JURISDICTION AND VENUE**

12           14. This Court has jurisdiction over the subject matter of this action pursuant to 28  
13 U.S.C. §§ 1331, 1343 and 1367(a).

14           15. Venue is proper in this district, and this Court has the authority to hear Plaintiff's  
15 claims arising from New York state and city law, because Ms. High-Bassalik and Al Jazeera  
16 entered into an Employment Agreement dated July 15, 2013 which states: "this Agreement will  
17 be governed by the internal laws of the State of New York (without regard for conflict of laws  
18 provisions). [Plaintiff] irrevocably consents to the jurisdiction and venue of the federal, state and  
19 local courts within the State of California."  
20

#### 21                           **PARTIES**

22           16. Plaintiff Shannon High-Bassalik is a former Senior Vice President of  
23 Programming and Documentaries at Al Jazeera. She is a resident of the State of Connecticut and  
24 at all relevant times met the definition of an "employee" under all applicable statutes.  
25  
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17. Defendant Al Jazeera America is a domestic limited liability company headquartered 305 West 34th street, First Floor, New York, NY 10001. At all relevant times, Defendant Al Jazeera met the definition of “employer” under all applicable statutes.

18. Defendant Ehab Al Shihabi is a resident of the State of New York and the interim Chief Executive Officer of Al Jazeera, and the Executive Director for International Operations for Al Jazeera. At all relevant times, Defendant Al Shihabi supervised the employment of Plaintiff, and, in that role, he had the authority to discipline and fire Plaintiff, direct her work activities, assign her job responsibilities and monitor her performance. Accordingly, at all relevant times, Defendant Al Shihabi was an “employer” within the meaning of all applicable statutes.

## **PROCEDURAL REQUIREMENTS**

19. A copy of this Complaint was served on both the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of the New York City Administrative Code.

20. Simultaneous with the commencement of this action, Plaintiff High-Bassalik will promptly file a charge of discrimination with the EEOC. Upon receiving her Notice of Right to Sue, Plaintiff will seek leave to file an Amended Complaint to include claims under Title VII arising from the same facts as alleged herein.

21. Any and all other prerequisites to the filing of this suit have been met.

## **FACTUAL ALLEGATIONS**

## **Background**

22. Ms. High-Bassalik commenced her employment with Al Jazeera in or around July 2013, as a Senior Vice President of Programming and Documentaries.

1           23. Before commencing her employment, Ms. High-Bassalik was forced to sign an  
2 Employment Contract with Al Jazeera (the “Contract”).

3           24. Under the terms of the Contract, Ms. High-Bassalik was guaranteed three years of  
4 employment with Al Jazeera, and her salary for the entire duration, irrespective of whether her  
5 employment was terminated by the Company.  
6

7           25. Prior to joining Al Jazeera, Ms. High-Bassalik enjoyed a tremendously  
8 accomplished, award-winning and successful career in the television and journalism industries,  
9 including at CNN, NBC and MSNBC.  
10

11           26. Throughout her tenure with Al Jazeera, Ms. High-Bassalik was universally  
12 praised for her leadership, vision and integrity.

13           27. Both her direct reports and colleagues in management recognized Ms. High-  
14 Bassalik’s commitment to quality, honest journalism and her role as a supportive coworker to her  
15 fellow employees at Al Jazeera.  
16

17           28. In fact, Ms. High-Bassalik only agreed to join Al Jazeera because of the  
18 Company’s ostensible support for the kind of truthful and objective journalism that had been a  
19 hallmark of her career.  
20

### **Defendants’ Unlawful Discrimination**

21           29. Soon after commencing her employment, when viewership failed to meet the  
22 Company’s expectation, Ms. High-Bassalik was shocked as Al Jazeera pivoted away from  
23 objectivity and towards the kind of biased reporting that Ms. High-Bassalik had avoided  
24 throughout her career.  
25

26           30. Worse still, from Ms. High-Bassalik’s point of view, was that the Company’s  
27 abandonment of journalistic objectivity was not merely done to advance a particular political  
28

1 viewpoint, but to discriminate on the basis of race/ethnicity and to advance a pro-Arabic/Middle  
2 Eastern agenda, often at the expense of Jewish people.

3 31. By way of example only, during and shortly after the Israel/Gaza conflict in 2014,  
4 the news and programming department was explicitly instructed to favor the Middle Eastern  
5 point of view and cast Israel as the villain, creating taglines such as “Gaza under Fire,” and  
6 airing films called “Shujayea: Massacre at Dawn” and “The Day Israel Attacked America.”

7 32. In fact, Al Jazeera’s parent company, Al Jazeera Media Network, explicitly told  
8 the Company’s employees that their mission was to “bring the Arab/Muslim perspective” to  
9 America.  
10

11 33. For example, the Company’s producers were told on one occasion that much of  
12 the Arab world believed that the horrific attacks perpetrated on America on September 11, 2001  
13 were actually staged by the CIA to create a false justification for a war against the Arab world  
14 following the end of the Cold War.  
15

16 34. This outrageous and patently offensive statement was held out as an example of  
17 the kind of viewpoint that Al Jazeera should keep in mind as it decided on the tone and content  
18 of its reporting.  
19

20 35. On another occasion, the head of the Company’s Investigative Unit shockingly  
21 tweeted out that “Israelis are like Hitler.”  
22

23 36. When the Company’s producers tried to air balanced news reports, they were  
24 accused by management of being “very biased for Israel.”

25 37. As this overtly anti-Israel stance spread and began encroaching on the programs  
26 and documentaries for which Ms. High-Bassalik was responsible, she repeatedly raised her  
27 objections to management.  
28

1           38. For example, she told her supervisors that Al Jazeera was actively advocating a  
2 discriminatory attitude towards people who were not Middle Eastern and/or Arabic, which was a  
3 flagrantly improper position for any company to take, especially an ostensibly objective news  
4 organization.

5           39. Ms. High-Bassalik also complained about the fact that the Company's messages  
6 advocating Arabic viewpoints over all others were in violation of its cable contracts in America,  
7 which required Al Jazeera to remain neutral in all positions.

8           40. She made clear that Al Jazeera Media Network's management in Doha should  
9 not have been dictating the coverage of its supposedly independent subsidiary.

10           41. Defendant Al Shihabi responded to these kinds of complaints by stating that the  
11 Company was not Al Jazeera America but "Al Jazeera *in* America" and screaming at anyone  
12 who objected to these viewpoints that they were no longer welcome at the Company.

13           42. Defendant Al Shihabi admitted to Plaintiff that he was pushing the Company to  
14 abandon all pretense of neutrality and advocate a pro-Arabic viewpoint because he thought it  
15 would please "Doha," referring to Al Jazeera's ownership in Qatar.

16           43. In fact, during a meeting with a high-ranking executive of Al Jazeera in Qatar,  
17 Ms. High-Bassalik was lectured about the fact that she and the Company's other non-Arabic  
18 employees were not being "brave" enough with their stories.

19           44. Instead, she was specifically told that she should advocate the Arabic point of  
20 view in stories, even if "they call us terrorists, so be it."

21           45. She was also instructed that Al Jazeera should violate its cable contracts by airing  
22 programs in Arabic with English subtitles and by showing programs produced and originally  
23 aired on Al Jazeera Arabic, Al Jazeera English, and available online.  
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1           46. To demonstrate just how committed the Company was to advocating an Arabic  
2 point of view over all others, during this time period, Al Jazeera aired programs targeting  
3 countries such as Egypt and America.

4  
5           47. In a candid admission of Al Jazeera's true purpose, the Company's employees  
6 were told that Al Jazeera was purchased for the purpose of bringing the Arabic viewpoint to  
7 America.

8 **Hostile Work Environment**

9  
10           48. The Company's discriminatory preferences for Arabic/Middle Easterners  
11 extended to its employment practices.

12           49. Glaringly, in 2014, Ms. High-Bassalik was at a meeting of the Company's  
13 executives, led by Defendant Al Shihabi, during which the performance ratings of individual  
14 employees were discussed.

15           50. As the meeting went on, Ms. High-Bassalik was shocked as it became clear that  
16 Al Jazeera was systematically upgrading the performance ratings given to Arabic employees,  
17 while simultaneously downgrading the ratings of its non-Arabic employees.

18  
19           51. When a non-Arabic, American employee objected to this blatantly discriminatory  
20 practice, the Company's Chief Legal Officer ("CLO"), David Harleston, told him that any  
21 criticisms of the process favoring Arabic employees were not welcome at Al Jazeera.

22  
23           52. Al Jazeera also routinely and explicitly discriminated in favor of Arabic  
24 employees in its hiring and promotion practices.

25           53. On another occasion, Al Jazeera's marketing department was told that it would  
26 have to hire an Arabic male for a managerial position, despite the fact that the sum total of his  
27 previous work experience was working as a retail manager at a Sunglass Hut.

1           54. For example, on one occasion, Plaintiff was told that she would have to hire an  
2 Arabic woman to fill the position of Producer, despite the fact that there was an ostensible hiring  
3 freeze at the Company and despite the fact that this Arabic employee had no prior experience  
4 that would qualify her for the role.  
5

6           55. When Ms. High-Bassalik complained about this, pointing out that Al Jazeera had  
7 several highly qualified non-Arabic employees who had been waiting for a Producer position to  
8 become available, her complaints were summarily dismissed and she was informed that she had  
9 no say in the matter.  
10

11           56. Another Arabic employee was promoted to the position of Senior Vice President  
12 despite spending the last 15 years as a freelance Video Editor.

13           57. Soon after he was hired, this employee, taking his cue from Al Jazeera's  
14 management, displayed his vile and unlawful animus towards individuals of non-Arabic descent,  
15 stating, "Anyone who supports Israel should die a fiery death."  
16

17           58. In a clear message to the Company's non-Arabic employees that any kind of  
18 dissent would not be tolerated, not only was this employee not disciplined for his outrageous and  
19 invidious statement, Al Jazeera actually terminated the employment of the non-Arabic employee  
20 who complained about this overt discrimination.  
21

22           59. On another occasion, Defendant Al Shihabi informed Plaintiff that she would  
23 have to remove a qualified non-Arabic American from an assignment in favor of a less-qualified  
24 Arabic male.

25           60. Defendants' discriminatory treatment was not limited to their non-Arabic  
26 employees.  
27  
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1           61.     The Company also discriminated against its female employees throughout Ms.  
2 High-Bassalik's employment in favor of male employees.

3           62.     Defendants repeatedly diminished the responsibilities of their female employees,  
4 while at the same time promoting less-qualified male employees to fill the same positions.

5           63.     Defendant Al Shihabi in particular targeted Al Jazeera's female employees for  
6 discriminatory treatment.

7           64.     For example, Defendant Al Shihabi would undermine the performance of female  
8 employees by giving them inconsistent instructions, as well as unreasonably short deadlines, and  
9 then publicly yell at them when they were not able to comply with these unfair expectations.  
10

11           65.     When female employees questioned his decisions, he would often belittle and  
12 scream at them, threatening that he would terminate their employment unless they fell in line.  
13

14           66.     Defendant Al Shihabi would further interfere with the professional  
15 responsibilities of female employees, including Ms. High-Bassalik, by excluding them from  
16 important meetings directly related to their responsibilities.  
17

18           67.     Defendant Al Shihabi would also refuse to acknowledge the work performed by  
19 female employees, including Ms. High-Bassalik, even going so far as to outright leave meetings  
20 where female employees were giving presentations and stating that he would only return when  
21 such employees had stopped speaking.

22           68.     In keeping with Defendant Al Shihabi's discriminatory attitude, a Senior Vice  
23 President of Al Jazeera openly removed female employees from their work assignments without  
24 explanation and replaced them with male employees, even though those male employees had  
25 substantially less skills and qualifications for the work.  
26  
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1           69.     When female employees complained about this discriminatory treatment,  
2 Defendant Al Shihabi habitually responded to them in a condescending and demeaning manner  
3 that was in stark contrast to the respect he afforded male employees.

4           70.     Defendant Al Shihabi treated these legitimate professional complaints from  
5 female employees as if such employees were simply being emotional, in the stereotypical  
6 manner of all women, asking them why they “didn’t love me anymore,” whenever they objected  
7 to his repeated discriminatory practices, and telling Ms. High-Bassalik that she was his “sister.”

8           71.     Even Al Jazeera’s CLO, David Harleston, participated in this discriminatory  
9 treatment of female employees at the Company.  
10

11           72.     Mr. Harleston repeatedly questioned and belittled Ms. High-Bassalik’s  
12 programming and staffing decisions, subjecting her to scrutiny on matters that were not within  
13 his professional ambit, whereas he never exposed similarly-situated male employees to such  
14 treatment.  
15

16           73.     He also publicly demeaned Ms. High-Bassalik and disparaged her professionally,  
17 screaming at her whenever she objected to his mistreatment.  
18

19           74.     Similarly, Mr. Harleston erected obstacles to other female employees being able  
20 to complete their jobs, requiring approval for actions that were not required of male employees.

21           75.     Unable to tolerate the persistent discrimination, Ms. High-Bassalik complained  
22 about Mr. Harleston, and even escalated her complaints about Mr. Harleston’s discriminatory  
23 conduct to Defendant Al Shihabi.  
24

25           76.     Defendants refused to address the complaints made by Plaintiff and other female  
26 employees about Mr. Harleston’s treatment, and Al Jazeera never disciplined Mr. Harleston in  
27 any way.  
28



1 **The Company's Unlawful Retaliation**

2 77. Al Jazeera has further demonstrated its hostility towards its female employees,  
3 including Ms. High-Bassalik, by forcing several of them to resign or simply terminating their  
4 employment to replace them with male employees.  
5

6 78. By way of example only, two of the highest ranking non-Arabic, female  
7 employees of the Company, the Executive Vice President of Corporate Communications and the  
8 Executive Vice President of Human Resources, both recently resigned as a direct result of the  
9 discriminatory and hostile work environment in place at Al Jazeera.  
10

11 79. Upon information and belief, both of these non-Arabic female employees made  
12 complaints about the discriminatory behavior at Al Jazeera and resigned once their job  
13 conditions deteriorated as a result.

14 80. Similarly, throughout her employment, Ms. High-Bassalik repeatedly objected to  
15 the Company's misogynistic and racist treatment of its employees, until the Company ultimately  
16 decided to terminate her employment in response.  
17

18 81. Specifically, in December 2014, after Ms. High-Bassalik had a routine  
19 conversation with a coworker, she was informed by the Company that Al Jazeera was  
20 suspending her pending an investigation.

21 82. Shocked, Plaintiff requested that the Company provide her with more details  
22 about the investigation, such as what had prompted it, but Al Jazeera flatly refused, claiming that  
23 the investigation was ongoing and, as a result, she had no right to know why her employment  
24 was being suspended.  
25

26 83. Approximately one month later, after a brief, 20-minute interview with Ms. High-  
27 Bassalik, the Company informed her that it did not want her to return to work.  
28

1           84.     However, the Company never told Ms. High-Bassalik that her employment was  
2 being terminated, let alone that it would be terminated for cause, even though Plaintiff explicitly  
3 asked about this very point when she was told that Al Jazeera did not want her to continue her  
4 employment.

5           85.     It was only later, after Ms. High-Bassalik continued to challenge the Company's  
6 behavior, that Al Jazeera informed her, for the first time, that her employment was being  
7 terminated because she was purportedly in default of the Contract, despite the fact that the term  
8 required Ms. High-Bassalik to have committed a crime or other such grossly inappropriate  
9 conduct, and that Plaintiff be given an opportunity to cure such default prior to termination.  
10

11           86.     Incredibly, despite this definition, the Company claimed that the default  
12 underlying Ms. High-Bassalik's termination was that she ostensibly was an ineffective leader  
13 and did not get along with other employees.  
14

15           87.     Moreover, Defendants refused to pay Ms. High-Bassalik for the remainder of her  
16 term of employment, amounting to nearly 1.5 years.  
17

18           88.     Defendants' justification for the termination of Ms. High-Bassalik's employment  
19 simply serves to further demonstrate their discriminatory and retaliatory treatment of her.

20           89.     In contrast to its decision to terminate Plaintiff, Al Jazeera merely sent one of its  
21 Arabic Senior Vice Presidents for extra training in response to complaints from both his direct  
22 reports and other employees at the Company about his discriminatory comments and conduct.  
23

24           90.     Similarly, another male Senior Producer was only suspended for a week when he  
25 threatened to physically assault another Al Jazeera employee.  
26  
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**FIRST CAUSE OF ACTION**  
**(Discrimination in Violation of Section 1981)**  
**(Against All Defendants)**

91. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

92. Defendants have discriminated against Plaintiff on the basis of her race, national origin and/or ethnicity in violation of Section 1981 by denying her the same terms and conditions of employment available to employees who are Arabic, including, but not limited to, subjecting her to disparate working conditions, allowing racist and xenophobic comments in the workplace, and ultimately terminating her employment.

93. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of future income, compensation and benefits for which she is entitled to an award of damages.

94. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which she is entitled to an award of damages.

95. Defendants' unlawful and discriminatory actions constitute malicious, willful and wanton violations of Section 1981 for which Plaintiff is entitled to an award of punitive damages.

**SECOND CAUSE OF ACTION**  
**(Retaliation in Violation of Section 1981)**  
**(Against All Defendants)**

96. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

97. Defendants retaliated against Plaintiff in the pursuit of her protected activity and legal claims in violation of Section 1981 by, *inter alia*, subjecting to repeated harassment and ultimately terminating her employment.

98. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of future income, compensation and benefits for which she is entitled to an award of damages.

99. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which she is entitled to an award of damages.

100. Defendants' unlawful and discriminatory actions constitute malicious, willful and wanton violations of Section 1981 for which Plaintiff is entitled to an award of punitive damages.

**THIRD CAUSE OF ACTION**  
**(Discrimination in Violation of the NYSHRL)**  
**(Against All Defendants)**

101. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

1           102. Defendants have discriminated against Plaintiff on the basis of her race, ethnicity,  
2 national origin and/or gender in violation of the NYSHRL by denying her the same terms and  
3 conditions of employment available to employees who male and/or Arabic, including, but not  
4 limited to, subjecting her to disparate working conditions, allowing racist, sexist and xenophobic  
5 comments in the workplace, and ultimately terminating her employment.  
6

7           103. As a direct and proximate result of Defendants' unlawful discriminatory conduct  
8 in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or  
9 economic harm, including, but not limited to, loss of future income, compensation and benefits  
10 for which she is entitled to an award of damages.  
11

12           104. As a direct and proximate result of Defendants' unlawful discriminatory conduct  
13 in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, mental anguish and  
14 emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress  
15 and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which  
16 she is entitled to an award of damages.  
17

18                           **FOURTH CAUSE OF ACTION**  
19                           **(Retaliation in Violation of the NYSHRL)**  
20                           **(Against All Defendants)**

21           105. Plaintiff repeats and re-alleges each and every allegation in all of the preceding  
22 paragraphs as if fully set forth herein.

23           106. By the actions described above, among others, Defendants retaliated against  
24 Plaintiff on the basis of her protected activities in violation of the NYSHRL by, *inter alia*,  
25 ignoring her protected complaints about the discriminatory treatment of, non-Arabic and female  
26 employees, by subjecting her to increased scrutiny and harassment and ultimately by terminating  
27 her employment.  
28

1           107. As a direct and proximate result of Defendants' unlawful retaliatory conduct in  
2 violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or other  
3 economic harm for which she is entitled to an award of monetary damages and other relief.

4           108. As a direct and proximate result of Defendants' unlawful retaliatory conduct in  
5 violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish  
6 and emotional distress, including, but not limited to, depression, humiliation, embarrassment,  
7 stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for  
8 which she is entitled to an award of monetary damages and other relief.  
9

10                                   **FIFTH CAUSE OF ACTION**  
11                                   **(Aiding and Abetting in Violation of the NYSHRL)**  
12                                   **(Against Defendant Al Shihabi)**

13           109. Plaintiff hereby repeats and re-alleges each and every allegation as contained in  
14 all of the preceding paragraphs as if fully set forth herein.

15           110. Defendant Al Shihabi directly participated in the discriminatory conduct  
16 perpetrated against Plaintiff, including, but not limited to, frequent use of inappropriate  
17 comments directed at her gender, subjecting her to disparate terms and conditions of employment  
18 than those of the Company's male and/or Arabic employees and ultimately terminating Plaintiff  
19 her employment.  
20

21           111. At all relevant times, Defendant Al Shihabi the ability to control the terms and  
22 conditions of Plaintiff's employment, including, but not limited to, the power to terminate  
23 Plaintiff's employment.  
24

25           112. Defendant Al Shihabi knowingly or recklessly aided and abetted the unlawful  
26 discrimination and/or retaliation against Plaintiff in violation of the NYSHRL, including, but not  
27 limited to, his frequent use of inappropriate comments directed at her gender, subjecting her to  
28

1 disparate terms and conditions of employment than those of the Company's male and/or Arabic  
2 employees and ultimately terminating Plaintiff her employment..

3 113. As a direct and proximate result of Defendant Al Shihabi's misconduct, Plaintiff  
4 has suffered, and continues to suffer, monetary and/or economic damages, including, but not  
5 limited to, loss of past and future income for which she is entitled to an award of damages.  
6

7 114. As a direct and proximate result of Defendant Al Shihabi's misconduct, Plaintiff  
8 has suffered, and continues to suffer, severe mental anguish and emotional distress, including,  
9 but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem  
10 and self-confidence and emotional pain and suffering for which she is entitled to an award of  
11 damages.  
12

13 **SIXTH CAUSE OF ACTION**  
14 **(Discrimination in Violation of the NYCHRL)**  
15 **(Against All Defendants)**

16 115. Plaintiff hereby repeats and re-alleges each and every allegation in all of the  
17 preceding paragraphs as if fully set forth herein.

18 116. Defendants have discriminated against Plaintiff on the basis of her race, ethnicity,  
19 national origin and/or gender in violation of the NYCHRL by denying her the same terms and  
20 conditions of employment available to employees who male and/or Arabic, including, but not  
21 limited to, subjecting her to disparate working conditions, allowing racist, sexist and xenophobic  
22 comments in the workplace, and ultimately terminating her employment.  
23

24 117. As a direct and proximate result of Defendants' unlawful discriminatory conduct  
25 in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or  
26 economic harm, including, but not limited to, loss of future income, compensation and benefits  
27 for which she is entitled to an award of damages.  
28

1           118. As a direct and proximate result of Defendants' unlawful discriminatory conduct  
2 in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and  
3 emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress  
4 and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which  
5 she is entitled to an award of damages

6           119. Defendants' unlawful and discriminatory actions constitute malicious, willful and  
7 wanton violations of the NYCHRL for which Plaintiff is entitled to an award of punitive  
8 damages.  
9

10                           **SEVENTH CAUSE OF ACTION**  
11                           **(Retaliation in Violation of the NYCHRL)**  
12                           **(Against All Defendants)**

13           120. Plaintiff repeats and re-alleges each and every allegation in all of the preceding  
14 paragraphs as if fully set forth herein.

15           121. By the actions described above, among others, Defendants retaliated against  
16 Plaintiff on the basis of her protected activities in violation of the NYCHRL by, *inter alia*,  
17 ignoring her protected complaints about the discriminatory treatment of, non-Arabic and female  
18 employees, by subjecting her to increased scrutiny and harassment and ultimately by terminating  
19 her employment.  
20

21           122. As a direct and proximate result of Defendants' unlawful retaliatory conduct in  
22 violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or other  
23 economic harm for which she is entitled to an award of monetary damages and other relief.  
24

25           123. As a direct and proximate result of Defendants' unlawful retaliatory conduct in  
26 violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish  
27 and emotional distress, including, but not limited to, depression, humiliation, embarrassment,  
28



1 stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for  
2 which she is entitled to an award of monetary damages and other relief.

3 124. Defendants' unlawful retaliatory actions constitute malicious, willful and wanton  
4 violations of the NYCHRL for which Ms. High-Bassalik is entitled to an award of punitive  
5 damages.  
6

7 **EIGHTH CAUSE OF ACTION**  
8 **(Aiding and Abetting in Violation of the NYCHRL)**  
9 **(Against Defendant Al Shihabi)**

10 125. Plaintiff hereby repeats and re-alleges each and every allegation as contained in  
11 all of the preceding paragraphs as if fully set forth herein.

12 126. Defendant Al Shihabi directly participated in the discriminatory conduct  
13 perpetrated against Plaintiff, including, but not limited to, frequent use of inappropriate  
14 comments directed at her gender, subjecting her to disparate terms and conditions of employment  
15 than those of the Company's male and/or Arabic employees and ultimately terminating Plaintiff  
16 her employment.  
17

18 127. At all relevant times, Defendant Al Shihabi the ability to control the terms and  
19 conditions of Plaintiff's employment, including, but not limited to, the power to terminate  
20 Plaintiff's employment.

21 128. Defendant Al Shihabi knowingly or recklessly aided and abetted the unlawful  
22 discrimination and/or retaliation against Plaintiff in violation of the NYCHRL, including, but not  
23 limited to, his frequent use of inappropriate comments directed at her gender, subjecting her to  
24 disparate terms and conditions of employment than those of the Company's male and/or Arabic  
25 employees and ultimately terminating Plaintiff her employment..  
26  
27  
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1           129. As a direct and proximate result of Defendant Al Shihabi's misconduct, Plaintiff  
2 has suffered, and continues to suffer, monetary and/or economic damages, including, but not  
3 limited to, loss of past and future income for which she is entitled to an award of damages.  
4

5           130. As a direct and proximate result of Defendant Al Shihabi's misconduct, Plaintiff  
6 has suffered, and continues to suffer, severe mental anguish and emotional distress, including,  
7 but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem  
8 and self-confidence and emotional pain and suffering for which she is entitled to an award of  
9 damages.  
10

11           131. Defendant Al Shihabi's unlawful retaliatory actions constitute malicious, willful  
12 and wanton violations of the NYCHRL for which Ms. High-Bassalik is entitled to an award of  
13 punitive damages.  
14

15                           **NINTH CAUSE OF ACTION**  
16                           **(Breach of Contract)**  
17                           **(Against Defendant Al Jazeera)**

18           132. Plaintiff hereby repeats and re-alleges each and every allegation as contained in  
19 all of the preceding paragraphs as if fully set forth herein.  
20

21           133. Prior to beginning her employment with Al Jazeera, Plaintiff and the Company  
22 entered into an employment contract dated July 15, 2013.  
23

24           134. The Contract was for a term of three years, plus two additional option years.  
25

26           135. In the event the Contract was terminated by the Company, Al Jazeera was  
27 required to pay Ms. High-Bassalik for the remainder of the term of the Contract, unless she was  
28 in "default" of the Contract.

          136. Ms. High-Bassalik was never in "default" of the Contract as the term is defined  
therein.

1           137. The Company breached the Contract when it terminated Ms. High-Bassalik's  
2 employment as of February 5, 2015 but refused to pay her the amount she was owed under the  
3 Contract for the remaining term of her employment, through on or about July 28, 2016.

4           138. The Company further breached the Contract when it determined that Ms. High-  
5 Bassalik was in default of the Contract without factual or legal basis.

6           139. As a direct result of Al Jazeera's breach of contract, Plaintiff has suffered, and  
7 continues to suffer, substantial monetary and/or economic damages, including, but not limited to,  
8 loss of past and future income for which she is entitled to an award of damages.  
9

10                                   **TENTH CAUSE OF ACTION**  
11                                   **(Breach of Implied Covenant of Good Faith and Fair Dealing)**  
12                                   **(Against all Defendants)**

13           140. Plaintiff hereby repeats and re-alleges each and every allegation as contained in  
14 all of the preceding paragraphs as if fully set forth herein.

15           141. The Contract contained an implied covenant of good faith and fair dealing that  
16 required the parties to act fairly and in good faith with each other, and to act reasonably to fulfill  
17 the intent of the parties to the contract.

18           142. Defendant Al Jazeera violated the implied covenant when it claimed, without  
19 basis, that Ms. High-Bassalik was in default of the obligations of the Contract and did not give  
20 her the opportunity to cure any such "default."  
21

22           143. The Company further breached the implied covenant when it claimed that it was  
23 legally able to enforce the non-compete clause contained in the Contract, running for the full  
24 term of her employment, despite the fact that it had unlawfully breached the Contract and  
25 terminated her employment without paying her the money to which she was entitled.  
26  
27  
28

144. As a direct result of Al Jazeera's breach of the implied covenant, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which she is entitled to an award of damages.

145. As a direct and proximate result of Al Jazeera's misconduct, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which she is entitled to an award of damages.

146. Defendant Al Jazeera's unlawful actions constitute a malicious, willful and wanton disregard for Plaintiff's rights because of which Ms. High-Bassalik is entitled to an award of punitive damages.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants for the following relief:

**A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States, the State of New York and the City of New York;**

**B. An injunction and order permanently restraining Defendants and their partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them from engaging in any such further unlawful conduct, including the policies and practices complained of herein;**

C. An award of damages against Defendants, in an amount to be determined at trial, plus prejudgment and post judgment interest, to compensate Plaintiff for all monetary and/or economic harm, including, but not limited to, loss of income, earned bonus pay, reputational

1 harm and harm to professional reputation; for harm to their professional and personal reputations  
2 and loss of career fulfillment; for all non-monetary and/or compensatory harm, including, but not  
3 limited to, compensation for physical injury, pain and suffering, serious psychological and  
4 emotional distress, mental anguish, stress and anxiety, embarrassment and humiliation; all other  
5 monetary and/or non-monetary losses suffered by Plaintiff;  
6

7 D. An award of punitive damages in an amount to be determined at trial;

8 E. An award of Plaintiff's reasonable attorneys' fees and costs to the fullest extent  
9 permitted by law; and  
10

11 F. Such other and further relief as the Court may deem just and proper.  
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**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: June 11, 2015  
Los Angeles, California


Respectfully submitted,

**YUHL CARR LLP**

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