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8 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
(Stanley Mosk Courthouse)
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11 MAURICE MCKNIGHT,
12 Plaintiff,
13 v.
14 DF PRODUCTIONS, INC., an
Arizona corporation; JAMES
15 JOSEPH CAMP III; and DOES 1 to
50,
16
17 Defendants.
18
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CASE NO.

COMPLAINT FOR DAMAGES FOR:

1. Fraud Through Deceit;
2. Negligent Misrepresentation;
3. Negligent Hiring/Retention/Supervision;
4. Racial Harassment
[Gov. Code § 12940(j)];
5. Failure to Prevent Racial Harassment
[Gov. Code § 12940(k)]

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21 **JURISDICTION**

22 1. This Court is the proper court, and this action is properly filed in Los Angeles County
23 because Defendants' obligations and liability arise therein, including because the torts upon Plaintiff
24 which form the basis for this lawsuit were committed in the City and County of Los Angeles,
25 because Defendants transact business within Los Angeles County, and because the work that is the
26 subject of this action was performed by Plaintiff in Los Angeles County. On May 16, 2018, Plaintiff
27 filed his complaint with the Department of Fair Employment and Housing and received a right-to-sue
28 letter. Plaintiff has exhausted all administrative remedies.

1 **THE PARTIES**

2 2. Plaintiff, Maurice McKnight ("McKnight"), is an adult film performer who goes by
3 the stage name of Moe the Monster. He is a resident of New York. He is African American.

4 3. Defendant, DF Productions, Inc. ("DFI"), is a delinquent Arizona corporation, and
5 is not in good standing with the Arizona Corporation Commission. DFI is owned and operated by
6 Cable Christopher Rosenberg ("Rosenberg"), a 45 year old resident of Maricopa County, AZ. At
7 all material times, DFI was McKnight's employer. DFI produces adult films and publishes them on
8 a number of adult websites, including "dogfart.com", through which DFI sells licenses to viewers
9 of the adult movies. DFI targets racist viewers and entices them into paying DFI money in exchange
10 for the right to view racist adult films.

11 4. Defendant, James Joseph Camp, III ("Camp"), is a 54 year old Caucasian resident of
12 Los Angeles, CA. At all material times, DFI was Camp's employer, and Camp was McKnight's
13 supervisor.

14 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of the Defendants named herein as Does 1 through 50, inclusive, are unknown to Plaintiff at this time
16 and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend
17 this Complaint to insert the true names and capacities of said Defendants when the same become
18 known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the
19 fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore
20 liable to Plaintiff as alleged hereinafter.

21 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times
22 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
23 supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
24 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
25 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego
26 status, and/or joint venture and with the permission and consent of each of the other Defendants.

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7. Whenever and wherever reference is made in this Complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

FACTUAL ALLEGATIONS

8. On or about July 12, 2017, DFI employed McKnight to perform sex acts with a Caucasian female co-worker, Deborah Hinkle (“Hinkle”) a.k.a. Ryan Conner. DFI employed Camp to supervise McKnight and Hinkle, and to film the sex acts they performed, with the intent to publish the film and earn money from its viewers. The sex acts and filming took place in Tarzana (Los Angeles). Before he began filming, Camp approached McKnight and stated that he had asked Hinkle if she would mind calling McKnight a “nigger” during the sex acts, and that she had agreed to do so. Camp asked McKnight to consent to Hinkle to calling him a “nigger,” but McKnight made it very clear that he would not allow this racial slur to be used. Camp acknowledged that McKnight had refused to permit the use of the racial slur, and assured McKnight that he would not allow it. In reliance upon Camp’s representation that Hinkle would not call him a “nigger,” McKnight carried on with his employment duties.

9. Later, after the filming had begun but during a break, Camp again asked McKnight if he would consent to Hinkle to calling him a “nigger,” again commenting that Hinkle had consented. For a second time, McKnight informed Camp that he did not consent to the use of the racial slur, and once again McKnight carried on with his employment duties in reliance upon Camp’s renewed vow not to allow Hinkle to call him a “nigger.” Nonetheless, during the final scene (aka “money shot” or “pop shot”), just before McKnight ejaculated, Hinkle suddenly said, “Give me that nigger load. Oh yeah, give me all that nigger cum." This audio portion of the movie can be heard at this URL: tinyurl.com/dogfartslur.

10. McKnight alleges on information and belief that Camp conspired with DFI to dupe McKnight into performing sex acts with Hinkle, knowing that Hinkle planned to use the racist slur during the final scene. Camp and DFI defrauded McKnight for the purpose of creating and selling racist content to its racist customers.

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1 11. Over the next several months, McKnight repeatedly protested this fraudulent act of
2 racism in the workplace. Aside from a broken promise to edit out the racial slur from the film that
3 was published and sold beginning in about December 2017, Camp and DFI failed to take any action
4 to remedy the discrimination or prevent further racism in the workplace. To the contrary, the
5 following text messages Rosenberg and Camp sent to McKnight not only constituted further
6 discrimination, they also demonstrated the malice and ill will the defendants held toward McKnight:

7 Rosenberg: “You’re a fucking moron.”

8 Camp: “You’re a disgrace. To your people. To your family.
9 To yourself.”

10 Rosenberg: “You fucking impotent limp Dick begging to be on
11 our set coward.”

12 Rosenberg: “FUCK YOU!!!! You are pure evil!!!!!!”

13 Camp: “You drunk Moe? That would explain it.”

14 Rosenberg: “You just made an enemy for life”

15 Rosenberg: “Let’s see you say this shit in prison you punk. You
16 ever been to prison moe??? . . . I’ll meet you there
17 soon”

18 Camp: “Liar. Shame on you.”

19 Rosenberg: [Regarding Hinkle] “Let’s ruin her life together moe.
20 I’ll help you want me to have her killed?”

21 Rosenberg: “Make your dick hard again and stop being a beta
22 male It’s getting embarrassing. Anymore
23 tortious interference and we’ll take this to court.”

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**FIRST CAUSE OF ACTION
(Fraud/Deceit Against All Defendants)**

12. McKnight realleges and incorporates by reference Paragraphs 1 through 11.

13. As alleged above, Camp represented to McKnight that the racial slur "nigger" would not be used during the shoot and Camp knew that such representation was false at the time he made it or her made it recklessly and without regard for the truth. Camp intended that McKnight rely upon such representation so that he and his employers could sell the racist video to their racist audience. McKnight reasonably relied upon Camp's representation to his detriment.

14. As a legal result of Camp's deceit, McKnight sustained, and will continue to sustain, general and special damages, including, but not limited to, lost wages and employment benefits and general damages such as emotional distress and embarrassment.

15. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by the Defendants to defraud McKnight or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of McKnight or subjected McKnight to cruel and unjust hardship in conscious disregard of his right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression or fraud under California Civil Code § 3294, thereby entitling McKnight to punitive damages in an amount appropriate to punish or make an example of Defendants.

16. Defendants' conduct described herein was undertaken, authorized and/or ratified by DFI, Camp, and Does 1 through 50 's officers and/or managing agents, including Camp and Rosenberg, who were authorized and empowered to make decisions that reflect and/or create policy for DFI and Does1 through 50. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of DFI and Does 1 through 50 by and through the course and scope of their employment. DFI and Does 1 through 50 further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized and approved by managing agents whose precise identities are unknown to McKnight at this time and are therefore identified and designated herein as Does 1 through 50, inclusive.

1 **SECOND CAUSE OF ACTION**
2 **(Negligent Misrepresentation Against All Defendants)**

3 17. McKnight realleges and incorporates by reference Paragraphs 1 through 16.

4 18. As alleged above, Camp represented to McKnight that the racial slur "nigger" would
5 not be used during the shoot and Camp had no reasonable grounds for believing it to be true when
6 he made it. Camp intended that McKnight rely upon such representation so that he and his
7 employers could sell the racist video to their racist audience. McKnight reasonably relied upon
8 Camp's representation to his detriment.

9 19. As a legal result of Camp's negligent misrepresentations, McKnight sustained, and
10 will continue to sustain, general and special damages, including, but not limited to, lost wages and
11 employment benefits and general damages such as emotional distress and embarrassment.

12 **THIRD CAUSE OF ACTION**
13 **(Negligent Hiring, Supervision, And Retention Against DFI and Does 1 through 50)**

14 20. McKnight incorporates by reference and realleges Paragraphs 1 through 19.

15 21. DFI and Does 1 through 50 are liable for negligent hiring, supervision, or retention
16 of an employee, such as Camp, if they knew or should have known that the employee created a
17 particular risk to others; the employee harmed McKnight, and the their negligence in hiring,
18 supervising, or retaining the employee was a substantial factor in causing the McKnight's harm.

19 22. Defendants owed a duty of reasonable care to supervise their employees and to take
20 reasonable steps to prevent them from defrauding or injuring other employees or third parties.

21 23. Defendants further owed McKnight a duty of reasonable care to not hire, or to
22 discharge from employment, employees who had threatened or injured or were reasonably likely to
23 defraud or injure others with whom they came into contact at work, including McKnight.

24 24. Defendants had reason to know that Camp created a risk or fraud or injury to
25 McKnight.

26 25. Defendants breached their duties by hiring Camp, by failing to properly supervise
27 him, and by failing to terminate his employment prior to his conduct so that McKnight could work
28 in a reasonably safe environment.

26. As a legal result, McKnight sustained, and will continue to sustain, general and special damages, including, but not limited to, lost wages and employment benefits and general damages such as emotional distress and embarrassment.

FOURTH CAUSE OF ACTION
(Hostile Work Environment Racial Harassment Against All Defendants)

27. McKnight incorporates by reference Paragraphs 1 through 26.

28. At all times mentioned herein, McKnight was an employee of DFI and Does 1 through 50 and was subjected to unwanted, severe, and pervasive harassment and abusive racially motivated harassment and misconduct conduct by Camp because he was and is African American. At all relevant times, Camp was McKnight's supervisor.

29. A reasonable person in McKnight's position would have considered the conduct to be hostile and racially harassing and abusive and McKnight did consider Camp's conduct and the resulting work environment to be hostile and racially abusive.

30. As a legal result of Camp's racial harassment, McKnight sustained, and will continue to sustain, general and special damages, including, but not limited to, lost wages and employment benefits and general damages such as emotional distress and embarrassment.

31. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by the Defendants to injure McKnight or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of McKnight or subjected McKnight to cruel and unjust hardship in conscious disregard of his right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression or fraud under California Civil Code § 3294, thereby entitling McKnight to punitive damages in an amount appropriate to punish or make an example of Defendants.

32. Defendants' conduct described herein was undertaken, authorized and/or ratified by DFI, Camp, and Does 1 through 50 's officers and/or managing agents, including Camp and Rosenberg, who were authorized and empowered to make decisions that reflect and/or create policy for DFI and Does1 through 50. The aforementioned conduct of said managing agents and

1 individuals was therefore undertaken on behalf of DFI and Does 1 through 50 by and through the
2 course and scope of their employment. DFI and Does 1 through 50 further had advanced knowledge
3 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized
4 and approved by managing agents whose precise identities are unknown to McKnight at this time
5 and are therefore identified and designated herein as Does 1 through 50, inclusive.

6 **FIFTH CAUSE OF ACTION**
7 **(Failure To Take All Reasonable Steps To Prevent Sexual Harassment In Violation Of**
8 **Government Code § 12940(k) Against DFI and Does 1 to 50)**

9 33. McKnight incorporates by reference Paragraphs 1 through 32.

10 34. As described above, McKnight was an employee of DFI and Does 1 through 50 and
11 was subjected to unwanted, severe, and pervasive racial harassment and abuse by Camp because he
12 is an African American. When McKnight complained, DFI failed to adequately investigate Camp's
13 behavior, failed to take all reasonable steps to prevent the harassment, and did not investigate or
14 discipline Camp in response to McKnight's complaints. Defendants failed to take all reasonable steps
15 necessary to prevent harassment from occurring in violation of section 12940(k).

16 35. As a legal result, McKnight sustained, and will continue to sustain, general and
17 special damages, including, but not limited to, lost wages and employment benefits and general
18 damages such as emotional distress and embarrassment.

19 **REQUEST FOR RELIEF**

20 THEREFORE, Plaintiff Maurice McKnight seeks judgment against Defendants DF
21 Productions, Inc., James Joseph Camp III, and Does 1 to 50, in an amount according to proof as
22 follows:

- 23 a. For general and special damages according to proof;
- 24 b. For punitive damages, pursuant to Civil Code §§ 3294 in amounts sufficient to punish
25 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;
- 26 c. For prejudgment interest on each of the foregoing at the legal rate from the date the
27 obligation became due through the date of judgment in this matter;

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- 1 d. For costs of suit and attorney's fees, including attorney's fees pursuant to the FEHA,
2 the Civil Code, and/or any other basis;
- 3 e. For expert fees pursuant to the FEHA;
- 4 f. For post-judgment interest; and
- 5 g. For any other relief that is just and proper.
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7 Dated: May 16, 2018

The Gilleon Law Firm


Daniel M. Gilleon, Attorneys for
Plaintiff Maurice McKnight